



City Commission Regular Meeting Agenda

Monday, October 06, 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 September 15, 2025 City Commission minutes.

4. **Approve Bills**

[a.](#) Approval of Bill List for October 6, 2025.

5. **Items from Citizens on Agenda**

[a.](#) Proclamation declaring October 5 - 11, 2025 as Fire Prevention Week in the City of Deadwood.

[b.](#) Proclamation declaring October as Archives month in the City of Deadwood.

[c.](#) City of Deadwood received a Gold Level Loss Control/Safety Achievement Award from South Dakota Public Assurance Alliance and SDML Workers Compensation Fund during South Dakota Municipal League Conference.

6. **Consent Agenda**

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

a. Permission to promote Police Officer Patrick Kaiser to Police Sergeant at \$32.35 per hour effective October 12, 2025.

b. Permission to hire Olivia Rosario as full-time (non-certified) police officer at \$25.00 per hour effective October 19, 2025 pending pre-employment screening.

c. Reverse motion done in error to hire Rock Hoksila as full-time (non-certified) police officer at \$25.00 per hour effective April 14, 2025.

d. Permission to advertise in-house for five days and with outside sources for part-time (19 hours per week) custodian position at Deadwood Rec Center at \$16.50 per hour.

- e. Permission to advertise in house for 5 days and then outside sources for Deadwood Recreation and Aquatic Center Full-Time Lifeguard 2 at \$19.00 per hour.
- f. Acknowledgement of September 23, 2025 as Seth Bullock Day in the City of Deadwood through the Mayoral Proclamation read during the bronze statue dedication.
- g. Permission to approve Free Holiday Parking from November 26, 2025 - December 26, 2025 in all paid areas except the Broadway Parking Garage with Transient Parking and Parking Permit proceeds designated for donation.
- h. Permission to approve Outside of Deadwood Grant for emergency work and revolving loan in the amount of \$10,000.00 to Save Our Sandstone, Inc. in Hot Springs, SD. (Approved by HPC on September 24, 2025.)
- i. Permission for Mayor to sign renewal agreement with Black Hills Chair Lift Company for billboard lease from November 1, 2025 to October 31, 2026 at rate of \$300.00 per month.
- j. Permission for Mayor to sign parking agreement with JP Towing Company for leased property at City's Cold Storage Facility at a cost of \$150.00 per month.
- k. Permission for Mayor to sign Retaining Wall Agreement for 57 Van Buren in the amount not to exceed \$19,000.00. (Awarded by Commission on September 2, 2025.)
- l. Acknowledge construction change order #1 from RCS Construction for 34-35 Jackson Street retaining wall project in the amount of \$8,328.00 for additional unforeseen electrical and utility work bring the total project cost to \$147,328.00. (To be paid by HP Retaining Wall program budget.)
- m. Permission to reduce property mowing bill (work completed by city staff per Ord 8.20.030) from \$1,400.00 to \$1,000.00 for 27/29 Denver Street.
- n. Permission to purchase a new MISR receiver from Metering and Technology at an amount not to exceed \$17,858.00. (To be paid by Water equipment line item.)
- o. Permission to purchase duty weapons from Kiesler Police Supply in an amount not to exceed \$9,050.00 including trade-in of 17 units. (To be paid by Police Equipment line item.)
- p. Permission to purchase four 12" couplers from Northwest Pipe at a cost of \$2,586.60 for the emergency water main repair. (To be paid by Water Department supplies budget.)
- q. Permission to pay Tallgrass Landscape Architecture in the amount of \$3,720.00 for parking lot concepts and opinion of probable cost for 85/385 (Shamrock) parking lot. (To be paid by Parking & Transportation professional services line item.)
- r. Permission to pay Mack's Auto Body in the amount of \$6,931.25 for (rock damage) repairs to 2020 and 2021 Dodge Durangos. (To be paid by Insurance proceeds with \$1,000 deductible by Police repairs.)

- s. Permission to pay West Tire and Alignment in the total amount of \$19,489.72 for new tires and emergency repairs on all five trolleys, \$10,877.50 was previously approved. (To be paid by Trolley repairs and supplies line items.)
- t. Adopt updated Special Event Application. (Recommendation from Event Committee on September 25, 2025 meeting.)
- u. Adopt updated Event Complex Application. (Recommendation from Event Committee on September 25, 2025 meeting.)
- v. Adopt updated Guidelines and Information Packet for Event Complex. (Recommendation from Event Committee on September 25, 2025 meeting.)

7. **Bid Items**

- a. Permission to advertise for the Retaining Wall Project at 18 Jefferson Street and set bid opening for October 28, 2025 with results to City Commission on November 3, 2025.

8. **Public Hearings**

- a. Hold public hearing for Retail (on-off sale) Malt Beverage & SD Farm Wine and Retail (on-off sale) Wine License transfers from Gold Run, LLC to Anand Hospitality, LLC dba Super 8 Deadwood at 196 Cliff Street.

9. **Old Business**

10. **New Business**

- a. Permission to delay enforcement of Ordinance 15.32.130 (T) until January 1, 2026 due to anticipated amendments through Mayor appointed task force to address portable, freestanding signs.
- b. Second Reading Ordinance #1432 - Chapter 17, including 17.08.010 - Definitions, 17.32.020 Uses Permitted by Right (C1- Commercial), 17.36.020 Uses Permitted by Right (CE - Commercial Enterprise), 17.40.020 Uses Permitted by Right (CH - Commercial Highway.)
- c. Second Reading of Ordinance #1433 Budget Supplement 5 for 2025.
- d. First Reading of Ordinance 1434 - Chapter 5.06 Mobile Food and Beverage Vending Permit.
- e. First Reading Ordinance 1435 - Chapter 5.28, including 5.28.040 - License Application, 5.28.060 - Fee, Bond and Duration of License and 5.28.080 - Exceptions.
- f. Petition accepted by Finance Office on Tuesday, September 30, 2025 upon verifications of signatures per SDCL 9-13-30. Petition purpose of recalling Commissioner Blake Joseph from the office of City Commissioner. Set special recall election on November 18, 2025.
- g. Permission to purchase a set of rescue tools, spreader, cutter and ram from Dinges Fire Company in an amount not to exceed \$30,529.25. (To be paid by Fire dept equipment line item.)

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

- a. Per SDCL 9-13-32 candidate petitions circulation begins on October 7, 2025 with candidate petition deadline October 27, 2025 at 5:00 p.m. Additional information can be found on the City's website or contact the finance office.

12. Executive Session

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

13. Adjournment

This will be a public Meeting conducted through Zoom. To participate, join Zoom Meeting and identify your name when joining.

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

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

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

REGULAR MEETING, SEPTEMBER 15, 2025

The Regular Session of the Deadwood City Commission convened on Monday, September 15, 2025 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Dakota. Mayor Charlie Struble-Mook called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Charles Eagleson, Michael Johnson Blake Joseph and Sharon Martinisko. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Joseph moved, Eagleson seconded to approve the minutes of September 2, 2025. Roll Call: Aye-All. Motion carried.

APROVAL OF DISBURSEMENTS

Martinisko moved, Johnson seconded to approve the September 15, 2025 disbursements as amended. Roll Call: Aye-All. Motion carried.

ACE HARDWARE	SUPPLIES	164.55
ADAMS SALVAGE RECYCLING	SERVICE	55.67
ALBERTSON ENGINEERING	PROJECT	8,082.40
AMAZON CAPITAL	SUPPLIES	108.51
AVID4 ENGINEERING	PROJECT	472.50
BAILEY, ROBERT	PROJECT	2,874.82
BH ENERGY	SERVICE	33,179.52
BH MOBILITY	SERVICE	130.00
BH SPECIAL SERVICES	CLEANING	2,800.00
BRUNSEN, RONDA	REIMBURSEMENT	97.10
BUTLER MACHINERY	SERVICE	300.00
CAPFIRST EQUIPMENT FINANCE	PAYMENT	98,892.78
CENTURY BUSINESS PRODUCTS	CONTRACT	344.67
CHAINSAW CENTER	SUPPLIES	661.28
CHAMBERLIN ARCHITECTS	SERVICE	12,590.00
CULLIGAN	SUPPLIES	97.75
DAKOTA PRAIRIE LANDSCAPES	SERVICE	9,411.00
DARK CANYON COFFEE	SUPPLIES	139.97
DAYS OF '76	DEPOSIT REFUND	2,350.00
DEADWOOD CHAMBER	BILL LIST	104,245.80
DEADWOOD CHAMBER - OUTLAW	BID #9	60,000.00
DEADWOOD ELECTRIC	SERVICE	2,674.40
DYNAMITE MEDIA SOLUTIONS	PROJECT	500.00
EBSCO	SUBSCRIPTIONS	2,255.39
ENVIRONMENTAL EQUIPMENT	SUPPLIES	1,397.24
FETERL, RONDA	REIMBURSEMENT	25.00
FIB CREDIT CARDS	SUPPLIES	7,143.61
FIRST GOLD HOTEL	DEPOSIT REFUND	2,350.00
FRONTIER GLASS OF BELLE	SERVICE	496.94
GOLDEN WEST	SERVICE	7,150.68
IPS GROUP	SERVICE	26,183.23
JACOBS WELDING	SERVICE	166.71
JERRY GREER'S AUTO SHOP	SERVICE	121.70
JOHN'S FINE CARPENTRY	PROJECT	12,718.60
KEENEY, COLT	REFUND	292.05
KING APPRAISALS	BID #8	4,250.00
KNECHT	SUPPLIES	307.20
KONE CHICAGO	SERVICE	592.24
LAWRENCE CO. REGISTER	SERVICE	90.00
LEAD-DEADWOOD SANITARY	SERVICE	34,408.31
LIBERTY NATIONAL BANK	TIF #9	392.53
MASSA, PAM	PROJECT	16,047.44
MCKEOWN, JESSICCA	REIMBURSEMENT	525.00
MENARD'S	SUPPLIES	237.00
MID-AMERICAN RESEARCH CHEM	SUPPLIES	239.68
MIDWEST TAPE	SUPPLIES	296.01
MONSTERS OF DESTRUCTION	DEPOSIT REFUND	2,350.00
MORRISON, RONDA	SERVICE	620.00
MS MAIL	SERVICE	1,169.74
NHS OF THE BLACK HILLS	SERVICE	3,500.00
NORTHWEST PIPE FITTINGS	SUPPLIES	7,129.06
ODP BUSINESS SOLUTIONS	SUPPLIES	194.28
OFFICE OF FIRE MARSHAL	SERVICE	400.00
PONDEROSA LAND SURVEYS	SERVICE	478.75
RCS CONSTRUCTION	PROJECT	49,277.70
ROHE, TINA	CITATION	10.00
RUNGE, MIKE	REIMBURSEMENT	132.97
SACRISON PAVING	PROJECT	111,599.62
SANDER SANITATION	SERVICE	14,807.76
SD COMMISSION ON GAMING	CITY SLOTS	32,386.36
SD MUNICIPAL LEAGUE	CONFERENCE	648.00
SD REDBOOK FUND	SERVICE	600.00
SDN COMMUNICATIONS	SERVICE	2,646.00
SERVALL	SUPPLIES	915.50
SODAK TITLE	SERVICE	240.00
SONTECH VEHICLE TECHNOLOGI	SUPPLIES	10,626.05
STONE LAND SERVICES	PROJECT	4,850.50
TOMS, DON	PROJECT	2,600.00
TRUGREEN CHEM-LAWN	SERVICE	4,335.35
USA BLUEBOOK	SUPPLIES	12.99
VERIZON CONNECT	SERVICE	218.84
VIGILANT BUSINESS SOLUTION	TESTING	419.00

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WATERS	HARDWARE	SUPPLIES	1,073.50
WATERS	HARDWARE	GRANTS	3,143.80
WEKOLA		PROJECT	7,421.00
WESTERN	COMMUNICATIONS	SUPPLIES	1,304.58
WESTERN	CONSTRUCTION	PAY APP #3	170,929.24
WILSON, JAMES		REFUND	45.00
Total			\$893,944.87

CONSENT

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

- A. Permission to accept resignation from seasonal parks, Landen Mattson, effective August 20, 2025.
- B. Permission to add phone stipend for Steven Murphy effective August 18, 2025.
- C. Permission to hire Blaze Eagle Horse as full-time (certified) police officer at \$28.00 per hour effective September 22, 2025 pending pre-employment screening.
- D. Permission to hire Hannah Bordewyk as part-time (10 hours per week) Library Assistant I at \$16.00 per hour effective September 22, 2025 pending pre-employment screening.
- E. Permission to increase wage of Madelynn Geppert from \$26.97 to \$27.97 effective September 1, 2025 due to continuing education achievement.
- F. Permission to approve revised job description for Public Buildings Technician.
- G. Permission to move Troy Jassman from Water Operator to Public Buildings Technician (same rate of pay) effective September 14, 2025.
- H. Permission to advertise in house for 5 days and with outside sources for Water and Wastewater Maintenance Operator, wage depending on experience, qualifications and education.
- I. Permission to approve job description for part- time (19 hours a week) custodian for the Recreation Center and Aquatic Center.
- J. Certification of Municipal Tax Levy for Fiscal Year 2026.
- K. Acknowledge Mayor's signature on Oakridge Cemetery Certificates of Purchase and Warranty Deeds for William and Laurie Denke.
- L. Permission to make 2025 budget allocation to Lawrence County Teen Court (Northern Hills Diversion) in the amount of \$8,500.00. (\$4,500 from Bed and Booze fund and \$4,000 from Police Dept.)
- M. Acknowledge grant from Black Hills Area Foundation in the amount of \$5,000.00 for the Deadwood trail system project.
- N. Permission for the Mayor to sign contract with Atlas Exteriors, for the Streets Dept. Metal Roof Replacement. (Bid awarded on September 2, 2025.)
- O. Permission for the Mayor to sign a utility easement for Black Hills Energy to run power to the Verizon Cell Tower at the Days of '76 Event Complex.
- P. Permission to waive late fee to Tin Lizzie Gaming Resort in the amount of \$803.92 for BID 1-6 bill due to an issue with their software.
- Q. Permission to remove Isaiah Osorio from Deadwood Volunteer Fire Department roster for worker's compensation purposes effective September 11, 2025.

PUBLIC HEARINGS

Homecoming Parade

Public hearing was opened at 5:02 p.m. by Mayor Struble-Mook. No one spoke for or against, hearing closed. Johnson moved, Martinisko seconded to approve street closure on Main Street from Lower Main at Pioneer Way to Pine Street for parade on Friday, September 26, 2025 from 2:00 p.m. until parade ends. Roll Call: Aye-All. Motion carried.

Oktoberfest

Public hearing was opened at 5:03 p.m. by Mayor Struble-Mook. Mayor Struble-Mook stated the actual public hearing for Oktoberfest has been approved, this is just additional street closure. Jesse Allen, Deadwood Chamber, was available for questions. seconded to approve street closure on Main Street from Deadwood Street to Pine Street from 10:00 a.m. to 4:00 p.m. on Saturday, October 4, 2025. Roll Call: Aye-All. Motion carried.

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Kringle Crawl

Public hearing was opened at 5:04 p.m. by Mayor Struble-Mook. Jesse Allen, Deadwood Chamber, was available for questions, hearing closed. Johnson moved, Martinisko seconded to approve open container in zones 1 and 2 on Friday, December 12 from 5:00 to 10:00 p.m., and Saturday, December 13, 2025 from noon to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Transfer

Martinisko moved, Eagleson seconded to set public hearing on October 6 for Retail (on-off sale) Malt Beverage and SD Farm Wine and Retail (on-off sale) Wine License transfers from Gold Run, LLC to Anand Hospitality, LLC dba Super 8 at 196 Cliff Street. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Mayor Struble-Mook stated that the public will have the opportunity to speak and reminded everyone that questions and comments are to be directed towards her, no outside questions or comments towards each other. Out of respect for everyone's time, please do not repeat the questions and keep statements under two minutes.

Second Reading

Kuchenbecker spoke about the ordinance. He stated most of the sandwich boards present this summer were in violation of the existing ordinance. Business Owner, Harley Kirwan, unaware of first meeting, believes this will hurt the businesses on Main Street and asked the commission to continue ordinance to create a taskforce to revise ordinance. Business Owner, Dale Berg, believes ordinance could be written better with some allowance. Business Owner, Kellie Gayle, the sandwich board impacted her business. Business Manager, Shawn Mitzell, believes sandwich boards promote businesses. Business Owner, Aaron Jorgenson, believes sandwich boards should be allowed especially September through April. Business Owner, Dina Flores, suggested same size sandwich boards would be better. Business Owner, Donovan Waheed, believes a solution is needed that will work for everyone. Resident, David Herdt, spoke in favor of the ordinance to protect the history of Deadwood and safety. He suggested signs be regulated by Historic Preservation. President of Deadwood Lead Economic Development, Molly Brown, supports business owners, which is part of their mission, but as a previous main street business owner, she followed the existing ordinance and doing so affected her business. Resident, Bree Brooks, spoke in favor of the ordinance, she is opposed of the language that is used on the sandwich boards and t-shirts. Business Owner, Brad Myers, make being family friendly a priority and promoting deadwood history. He supports cleaning up Main Street but does not support the negative impact this will have for businesses. Business Owner, Ken Geinger, thanked the Commission for putting ordinance together and agrees in cleaning up Main Street.

Commissioner Martinisko thanked everyone for coming and believes if everyone comes together a solution can be found. Commissioner Joseph is concerned about safety and believes this is a start. Commissioner Johnson appreciates everyone's input and believes continued conversations will lead to some consensus. Commissioner Eagleson believes it is not good business to have sandwich boards where there are safety issues and are not uniform and regulated. He stated Deadwood is a National Historic Landmark District and we need to do everything to protect the status. Mayor Struble-Mook thanked everyone for coming and believes we all need to work together to figure out what works best for the city, visitors, residents and business owners. Martinisko moved, Joseph seconded to approve second reading of Ordinance #1429 amending Chapter 15.32 – II Disallowed Signs, Allowed Signs Not Subject to Permit, and Allowed Signs Subject to Permit. Roll Call: Aye-All. Motion carried.

Second Reading

Kuchenbecker stated many items identified in this ordinance have been brought forward as concerned with the last ordinance. He welcomed the feedback and would be willing to work with the commission on a task force. Several of the business owners or managers that spoke on the previous ordinance addressed the same concerns and would like to work with the city to create a task force. Commission agreed to create a task force within the next couple of weeks to search for a solution to keeping Main Street safe for everyone. Martinisko moved, Johnson seconded to approve second reading of Ordinance #1430 amending Chapter 5.28.035 Display of Merchandise. Roll Call: Aye-All. Motion carried.

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Second Reading

City Attorney Riggins spoke about the ordinance. Martinisko moved, Eagleson seconded to approve second reading of Ordinance #1431 Adopting Chapter 2.08.044 Enforcement – Violation – Penalty. Roll Call: Aye-All. Motion carried.

First Reading

Kuchenbecker spoke about the ordinance. Martinisko moved, Eagleson seconded to approve first reading of Ordinance #1432 - Chapter 17, including 17.08.010 - Definitions, 17.32.020 Uses Permitted by Right (C1- Commercial), 17.36.020 Uses Permitted by Right (CE - Commercial Enterprise), 17.40.020 Uses Permitted by Right (CH - Commercial Highway.) Roll Call: Aye-All. Motion carried.

First Reading

Finance Officer McKeown spoke about the supplement. Johnson moved, Joseph seconded to approve first reading of Ordinance #1433 Budget Supplement #5 for 2025. Roll Call: Aye-All. Motion carried.

Deannexation

Kuchenbecker spoke about the petition and addressed the following facts to consider; location within the Deadwood National Historic District, Inclusion in the original Town Site of Deadwood (dating back to 1881), loss of Property tax revenue, Deadwood's need for housing, importance of Zoning in this area, and contribution to Deadwood unique viewshed. He stated Planning and Zoning Commission does not recommend approval of Petition for Deannexation per Planning and Zoning Commission meeting held September 3, 2025. Attorney Riggins stated while Planning and Zoning did recommend not to allow deannexation, that is not binding on this commission, ultimately it is up to this Commission to consider what is brought before you, what is provided to you, listen to public comment and make your decision. President of Deadwood Lead Economic Development, and Vice Chair of Deadwood Historic Preservation Commission, Molly Brown, believes the deannexation would be detrimental to both historic preservation and to control economic growth in the city. Residents James Olson, Nyla Griffith, spoke against the deannexation due to jeopardizing historic status, loss of taxes and protection of the viewshed. Boot Hill Estates Attorney, Willert said the biggest concern he has heard would be the loss of revenue through taxation. He stated future use is not necessarily a factor to consider, that land has been zoned park-forest, mostly trees. He spoke about infrastructure, TIF which would be explored if not annexed. He addressed other factors to consider which were; value of property is not enhanced by being within the city, subjected to increase taxation, land is not necessary for public purpose, no injustice would be done by granting deannexation, not designed for urban use, again no benefit for being in the city. He questioned how it threatens economic opportunities tied to tourism and how does it affect city's character.

Commissioner Joseph agrees not to de annex due to loss of leverage, loss of infrastructure investment and public trust. Commissioner Martinisko thanked everyone and addressed the following; deannexation could compromise preservation initiatives aimed at maintaining Deadwoods character and value, loss of property tax, and importance of zoning. Martinisko moved, Eagleson seconded to Deny Petition for Deannexation of Territory for land legally described as Buena Vista Tract, being a portion of M.S. 343, M.S. 681, M.S. 685, M.S. 788, M.S. 840, M.S. 920, M.S. 1208, and Lot R7 of M.S. 840, located in Sections 23 and 24, T5N, R3E, B.H.M., containing portions within and outside the City of Deadwood, Lawrence County, South Dakota. Roll Call: Aye-Eagleson, Johnson, Joseph, Martinisko, Struble-Mook. Motion carried.

Permit

Kuchenbecker spoke about the permit. Resident, Wade Morris, spoke against the permit. Commissioner Martinisko thanked Morris and stated the way the ordinances are written this permit meets all criteria. Commissioner Joseph moved to deny, motion died for lack of second. Commissioner Eagleson stated maybe the ordinances need to be reviewed.

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Martinisko moved, Eagleson seconded to Act as Board of Adjustment and approve Application for Conditional Use Permit - 5 Charles Street - Vacation Home Establishment (Ole Grey Barn LLC) with the following conditions: The conditional use permit runs with the applicant and not the land, proof of state sales tax number, Building Inspector has inspected the building, City water and sewer rates have changed from residential to commercial rates, proper paperwork has been filed with the City of Deadwood Finance Office for BID taxes, City of Deadwood Business and Short-Term Rental licenses have been obtained, lodging license from the South Dakota Dept. of Health has been obtained, all parking shall be off street, and burn permits will be issued to this address. Legally described as The southwesterly one-half of Lot 2 and all of Lot 3 in Block 69 of the City of Deadwood, Lawrence County, South Dakota, according to P.L. Rogers plat. (Approved by Planning and Zoning Commission August 20, 2025.) Roll Call: Aye-Eagleson, Johnson, Martinisko, Struble-Mook, Nay-Joseph. Motion carried.

Motor

Parking and Transportation Director Lux spoke about the repair. Joseph moved, Martinisko seconded to replace the motor in trolley 5 by Inland Truck Parts & Service (low quote) at a cost not to exceed \$17,600.00. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Resident, Brian Safier, asked when Adams Street will be paved. Public Works Director Stalder stated paving will take place next year.

President of Deadwood Lead Economic Development, and Vice Chair of Deadwood Historic Preservation Commission, Molly Brown, thanked the commission for making tuff decisions. There will always be friction between economic development. business friendly actions and preserving historic preservation. We will probably be coming into uncertain economic times over the next few years and feels we need to maintain the support to the local businesses as we are making decisions going forward as a town.

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

ADJOURNMENT

Joseph moved, Eagleson seconded to adjourn the regular session at 6:37 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3), personnel matters per SDCL 1-25(1) and union and/or contractual negotiations per SDCL 1-25-2(4) with possible action. The next regular meeting will be Monday, October 6, 2025 at 5:00 p.m.

After coming out of executive session at 7:08 p.m.,

Martinisko moved, Joseph seconded to approve change order #1 from Kone, Inc for Broadway parking elevator in the amount of \$11,385.62 increasing total contract cost from \$550,000.00 to \$561,385.62 due to unforeseen tariffs on materials. Roll call: Aye-All. Motion carried.

Martinisko moved, Joseph seconded to adjourn.

ATTEST:	DATE: _____
_____	BY: _____
Jessicca McKeown, Finance Officer	Charlie Struble-Mook, Mayor

Published once at the total approximate cost of _____

PACKET: 07229 COMBINED - 10/7/25
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-9/30/25	101-3000-202	LIQUOR LICENS MALT BEV.TRANSFER - SUPER 8	000000	75.00
01-5473	BLACK HILLS CONCRETE SP					
		I-CL REFUND 09/11/25	101-3000-204	CONTRACTORS L REFUND OVERPYMT FO CL/BL	000000	25.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 100.00
01-0418	BLACK HILLS PIONEER					
		I-243 - 2025	101-4111-423	PUBLISHING RES.#2025-22/TEMP BURN BAN	000000	28.69
		I-248 - 2025	101-4111-423	PUBLISHING MINUTES-SPECIAL COMM MTG-7/31	000000	121.18
		I-303 - 2025	101-4111-423	PUBLISHING ORD.#1426 - MDU OPERATION	000000	51.44
		I-304 - 2025	101-4111-423	PUBLISHING ORD. #1427 - SUPPLEMNTL BUDGET	000000	14.84
		I-306 - 2025	101-4111-423	PUBLISHING NOH - ST.CLOSURE/DEADWEIRD	000000	17.31
		I-307 - 2025	101-4111-423	PUBLISHING NOH - OKTOBERFEST	000000	19.78
		I-308 - 2025	101-4111-423	PUBLISHING NOH - WILD WEST SONGWRITERS	000000	15.33
		I-309 - 2025	101-4111-423	PUBLISHING NOH - COMMUNITY PICNIC	000000	13.85
				DEPARTMENT 111	COMMISSION	TOTAL: 282.42
01-2394	GUNDERSON, PALMER, NELS					
		I-142679	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	2,883.07
				DEPARTMENT 141	ATTORNEY	TOTAL: 2,883.07
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/25	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,253.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN1298749	101-4142-426	SUPPLIES COPIER CONTRACT - FINANCE	000000	269.72
01-5451	PRINCIPAL LIFE INSURANC					
		I- 9/16/25	101-4142-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	17.40
				DEPARTMENT 142	FINANCE	TOTAL: 3,540.12
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/25	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,014.92
01-0551	MENARD'S					
		I-78015	101-4192-426-01	SUPPLIES - AD 40 GAL ELECTRIC 6 YR WH/AD HS	000000	439.00
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 09/24/25	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	121.95
		I-NAT GAS 09/24/25	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	126.56

PACKET: 07229 COMBINED - 10/7/25

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 09/24/25	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	90.35	
	I-NAT GAS 09/24/25	101-4192-428-04	UTILITIES - C CITY HALL	000000	85.08	
	I-NAT GAS 09/24/25	101-4192-428-07	UTILITIES - F FIRE HALL	000000	88.37	
	I-NAT GAS 09/24/25	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	34.26	
	I-NAT GAS 09/24/25	101-4192-428-09	UTILITIES - H HARCC	000000	74.55	
	I-NAT GAS 09/24/25	101-4192-428-10	UTILITIES - L LIBRARY	000000	57.59	
	I-NAT GAS 09/24/25	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	25.88	
	I-NAT GAS 09/24/25	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	3,229.77	
	I-NAT GAS 09/24/25	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	65.33	
	I-NAT GAS 09/24/25	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	36.06	
	I-NAT GAS 09/24/25	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	28.27	
	I-NAT GAS 09/24/25	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	85.08	
	I-NAT GAS 09/24/25	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	67.97	
01-0578	WATERS HARDWARE					
	I-11508	101-4192-425-13	REPAIRS - REC KNIFE-COMPOUND-BOLTS-SCR/REC	000000	31.98	
	I-11586	101-4192-426-13	SUPPLIES - RE 10 OZ SPRAY TEXTURE/REC	000000	19.99	
	I-11633	101-4192-425-22	REPAIRS - MT. POLO PASSAGE KNOB/MM	000000	19.99	
	I-11710	101-4192-425-08	REPAIRS - HIS OAK BASE/HISTORY	000000	35.99	
	I-11734	101-4192-425-01	REPAIRS - ADA WATER HEATER PAN/AD HOUSE	000000	10.99	
	I-11751	101-4192-425-01	REPAIRS - ADA SAND CLOTH-DIELECTRIC UNION/AH	000000	42.97	
	I-11757	101-4192-426	SUPPLIES TITEBOND III GLUE/PUB BLDGS	000000	8.99	
	I-11799	101-4192-425-10	REPAIRS - LIB CHRM SWIVEL AERATOR/LIBRARY	000000	27.98	
	I-11800	101-4192-426	SUPPLIES PEGBOARD-TOWEL-BROOM/PB	000000	77.47	
	I-11910	101-4192-425-18	REPAIRS - FOO FEMXFEM LEADER HOSE/FOOTBALL	000000	11.99	
	I-11945	101-4192-425-18	REPAIRS - FOO ADHV CAULK-GASKET URINAL/FOOTB	000000	17.98	
01-0684	NORTHWEST PIPE FITTINGS					
	I-1533998	101-4192-426	SUPPLIES ELBOW-COUPPING-ADAPTER/PB	000000	534.42	
01-1003	VERIZON WIRELESS					
	I-6123191200	101-4192-422	PROFESSIONAL ON CALL PHONE/PUB BLDGS	000000	39.72	
01-1483	KNECHT HOME CENTER					
	I-12651015	101-4192-425-17	REPAIRS-DAYS PLYWOOD-PEGBOARD-STRUCT/PB	000000	247.33	
01-1502	BLACK HILLS CHEMICAL					
	I-301928	101-4192-426	SUPPLIES STYRO CUPS-TOWEL-TP/PB	000000	1,280.04	
01-1558	ECOLAB PEST ELIMINATION					
	I-9096810	101-4192-422-04	PROFESSIONAL RODENT PROGRAM/CITY HALL	000000	182.25	
	I-9096811	101-4192-422-13	PROFESSIONAL COCKROACH-RODENT PROGRAM/REC	000000	106.67	
	I-9096814	101-4192-422-21	PROFESSIONAL ANT PROGRAM/WELCOME CENTER	000000	125.18	
01-1626	SERVALL UNIFORM AND LIN					
	I-08/21/25 INVOICES	101-4192-426-04	SUPPLIES - CI CITY HALL - 1094906	000000	196.79	
	I-08/21/25 INVOICES	101-4192-426-13	SUPPLIES - RE REC CENTER / 1094907	000000	286.85	
	I-08/21/25 INVOICES	101-4192-426-08	SUPPLIES - HI HISTORY / 1094905	000000	78.41	

PACKET: 07229 COMBINED - 10/7/25

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
01-1626	SERVALL UNIFORM AND LIN	continued				
		I-08/21/25	INVOICES 101-4192-426-11	SUPPLIES - PA PARKS DEPT / 1094902	000000	43.81
		I-08/21/25	INVOICES 101-4192-426-14	SUPPLIES - ST STREET DEPT / 1094904	000000	92.74
		I-09/16/25	INVOICES 101-4192-426-07	SUPPLIES - FI FIRE HALL / 1104399	000000	41.74
		I-09/16/25	INVOICES 101-4192-426-10	SUPPLIES - LI LIBRARY / 1104401	000000	38.96
		I-09/18/25	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL - 1105603	000000	196.79
		I-09/18/25	INVOICES 101-4192-426-13	SUPPLIES - RE REC CENTER / 1105604	000000	286.85
		I-09/18/25	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 1105602	000000	78.41
		I-09/18/25	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 1105598	000000	39.75
		I-09/18/25	INVOICES 101-4192-426-11	SUPPLIES - PA PARKS DEPT / 1105599	000000	43.81
		I-09/18/25	INVOICES 101-4192-426-14	SUPPLIES - ST STREET DEPT / 1105601	000000	100.26
		I-09/18/25	INVOICES 101-4192-426-15	SUPPLIES - TR TROLLEY / 1105600	000000	96.45
		I-09/18/25	INVOICES 101-4192-426-07	SUPPLIES - FI FIRE HALL / 1023934	000000	0.00
		I-09/18/25	INVOICES 101-4192-426-10	SUPPLIES - LI LIBRARY / 1023936	000000	0.00
01-1827	MS MAIL					
		I-15429	101-4192-426	SUPPLIES #10 WINDOW ENVELOPES - PAYROLL	000000	200.00
		I-15429	101-4192-426	SUPPLIES #9 WINDOW ENVELOPES-ACCTS/PAY	000000	400.00
01-3032	OTIS ELEVATOR COMPANY					
		I-100402077282	101-4192-422-10	PROFESSIONAL ELEV MAINT 10/01-12/31/25/LIBR	000000	168.30
01-3342	RASMUSSEN MECHANICAL SE					
		I-SRV124565	101-4192-425-04	REPAIRS - CIT SERVICE REFRIGERANT/CITY HALL	000000	383.38
		I-SRV125128	101-4192-425-02	REPAIRS - ADA REPL HEATING VALVE/AD MUSEUM	000000	230.81
		I-SRV125764	101-4192-425-13	REPAIRS - REC REPL INDUCER BLOWER/REC	000000	1,992.00
01-3421	S AND C CLEANERS					
		I-09/30/25	INV 161 101-4192-422-04	PROFESSIONAL CITY HALL	000000	998.00
		I-09/30/25	INV 161 101-4192-422-04	PROFESSIONAL POLICE DEPT	000000	1,165.00
		I-09/30/25	INV 161 101-4192-422-07	PROFESSIONAL FIRE DEPT	000000	535.00
		I-09/30/25	INV 161 101-4192-422-10	PROFESSIONAL LIBRARY	000000	768.00
		I-09/30/25	INV 161 101-4192-422-21	PROFESSIONAL WELCOME CENTER	000000	1,954.00
		I-09/30/25	INV 161 101-4192-422-13	PROFESSIONAL REC CENTER	000000	1,933.00
		I-09/30/25	INV 299 101-4192-422-24	PROFESSIONAL OSQ BATHROOMS	000000	465.00
		I-09/30/25	INV 299 101-4192-422-19	PROFESSIONAL GATEWAY AND TRAILS	000000	465.00
		I-09/30/25	INV 299 101-4192-422-08	PROFESSIONAL- HISTORY BATHROOMS	000000	189.00
		I-09/30/25	INV 299 101-4192-422-22	PROFESSIONAL- MT MORIAH	000000	558.00
		I-09/30/25	INV 299 101-4192-422	PROFESSIONAL BALLPARK	000000	270.00
		I-09/30/25	INV 299 101-4192-422-11	PROFESSIONAL GORDON PARK	000000	576.00
		I-09/30/25	INV 299 101-4192-422-06	PROFESSIONAL- RODEO MOTOR CROSS	000000	180.00
01-3685	BLACK HILLS SECURITY &					
		I-09/16/25	INVOICES 101-4192-422-10	PROFESSIONAL W-3046 LIBRARY / R269144	000000	179.85
		I-09/16/25	INVOICES 101-4192-422-22	PROFESSIONAL- W-9696 MM GIFT SHOP / R269155	000000	134.85
		I-09/16/25	INVOICES 101-4192-422-08	PROFESSIONAL- W-9687 INFO CENTER / R269154	000000	149.85
		I-09/16/25	INVOICES 101-4192-422-06	PROFESSIONAL- W-9699 RODEO / R269139	000000	134.85
		I-09/16/25	INVOICES 101-4192-422-06	PROFESSIONAL- W-9700 RODEO / R269140	000000	149.85
		I-09/16/25	INVOICES 101-4192-422-21	PROFESSIONAL W-9701 WELCOME / R269150	000000	149.85

PACKET: 07229 COMBINED - 10/7/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3685	BLACK HILLS SECURITY &	continued				
		I-09/16/25	INVOICES 101-4192-422-02	PROFESSIONAL W-2002 ADAMS MUSEUM / R269119	000000	89.85
		I-09/16/25	INVOICES 101-4192-422-04	PROFESSIONAL W-2024 CITY HALL / R269151	000000	134.85
		I-09/16/25	INVOICES 101-4192-422-21	PROFESSIONAL W-2048 WELCOME / R269149	000000	134.85
		I-09/16/25	INVOICES 101-4192-422-17	PROFESSIONAL- W-2062 DAYS OF 76 / R269137	000000	134.85
		I-09/16/25	INVOICES 101-4192-422-17	PROFESSIONAL- W-2063 DAYS OF 76 / R269138	000000	149.85
		I-09/16/25	INVOICES 101-4192-422-09	PROFESSIONAL W-2064 HARCC / R269142	000000	134.85
		I-09/16/25	INVOICES 101-4192-422-09	PROFESSIONAL W-2065 HARCC / R269143	000000	149.85
		I-09/16/25	INVOICES 101-4192-422-02	PROFESSIONAL W-2066 ADAMS MUSEUM / R269120	000000	134.85
		I-09/16/25	INVOICES 101-4192-422-02	PROFESSIONAL W-2067 ADAMS MUSEUM / R269118	000000	149.85
		I-09/16/25	INVOICES 101-4192-422-01	PROFESSIONAL W-2074 ADAMS HOUSE / R269117	000000	149.85
		I-09/16/25	INVOICES 101-4192-422-04	PROFESSIONAL W-2893 CITY HALL / R269152	000000	179.85
		I-09/16/25	INVOICES 101-4192-422-04	PROFESSIONAL W-3042 CITY HALL WTR / R269153	000000	134.85
		I-09/16/25	INVOICES 101-4192-422-24	PROFESSIONAL W-3058 OUTLAW SQUARE / R269145	000000	179.85
		I-09/16/25	INVOICES 101-4192-422-13	PROFESSIONAL W-9697 REC CENTER / R269146	000000	134.85
		I-09/16/25	INVOICES 101-4192-422-13	PROFESSIONAL W-9714 REC CENTER / R269147	000000	149.85
01-3838	BLUEPEAK					
		I-TELEPHONE 09/16/25	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	999.16
		I-TELEPHONE 09/16/25	101-4192-428-07	UTILITIES - F FIRE HALL	000000	238.26
		I-TELEPHONE 09/16/25	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	255.74
		I-TELEPHONE 09/16/25	101-4192-428-10	UTILITIES - L LIBRARY	000000	248.66
		I-TELEPHONE 09/16/25	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	213.21
		I-TELEPHONE 09/16/25	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	82.99
		I-TELEPHONE 09/16/25	101-4192-428-14	UTILITIES - S STREET SHOP	000000	43.01
		I-TELEPHONE 09/16/25	101-4192-428-06	UTILITIES - D DAYS OF '76	000000	84.37
		I-TELEPHONE 09/16/25	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	82.99
01-4057	VIEHAUSER ENTERPRISES,					
	I-606.28		101-4192-422-06	PROFESSIONAL- EVENT CENTER CONCESSIONS/PB	000000	330.96
01-4711	AMAZON CAPITAL SERVICES					
	I-14N9-CTT1-JRDC		101-4192-426	SUPPLIES PEGBOARD ACCESSORIES-SIGN/PB	000000	188.62
	I-16HX-QM7W-DXN4		101-4192-426	SUPPLIES (2) 2 PK SOLAR SPOT LIGHTS/PB	000000	69.47
01-4803	SUMMIT FIRE PROTECTION					
	I-3519525		101-4192-422-06	PROFESSIONAL- SEMI-ANNUAL INSPECTION/GRANSTA	000000	311.00
01-4944	QUADIENT FINANCE USA, I					
	I-09/17/25		101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
	I-ORDER #17573813		101-4192-426	SUPPLIES INK CARTRIDGE-POSTAGE METER/PB	000000	190.75
01-4957	ONSITE FIRST AID, LLC					
	I-6093		101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/CITY HALL	000000	107.18
	I-6094		101-4192-422-13	PROFESSIONAL FIRST AID SUPPLIES/REC	000000	141.33
	I-6095		101-4192-422-11	PROFESSIONAL FIRST AID SUPPLIES/PARKS	000000	111.16
	I-6096		101-4192-422-14	PROFESSIONAL FIRST AID SUPPLIES/STREETS	000000	232.23
	I-6097		101-4192-422-15	PROFESSIONAL FIRST AID SUPPLIES/TROLLEY	000000	104.58
	I-6098		101-4192-422-21	PROFESSIONAL FIRST AID SUPPLIES/WELCOME	000000	98.68

PACKET: 07229 COMBINED - 10/7/25
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 192 PUBLIC BUILDINGS
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5356	CED SPEARFISH					
		I-8170-1011820	101-4192-426-10	SUPPLIES - LI (6) 36W CCT LED CORN COB/PUB B	000000	320.32
01-5451	PRINCIPAL LIFE INSURANC					
		I- 9/16/25	101-4192-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	2.32
01-5474	CATERING BY DAVE					
		I-072725 VIP FRIDGE	101-4192-434-06	MACH/EQUIP-DA EQUIP ACQ VIP REFRIGERATOR/GRA	000000	1,599.00
01-5475	PYE-BARKER FIRE & SAFET					
		I-IVN00350546	101-4192-422-07	PROFESSIONAL INSP HOOD SYSTEM/FIRE HALL	000000	497.00
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	35,639.87
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/25	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	16,069.91
01-0467	CULLIGAN OF THE BLACK H					
		I-0024546	101-4210-424	RENTALS 5 GAL.BTTLD WTR,COOLER RENT-PD	000000	41.00
01-0508	GALLS, LLC					
		I-032280895	101-4210-426	SUPPLIES UNIFORM BOOTS - PD	000000	157.89
01-1566	LAWRENCE CO.TEEN COURT					
		I-08/26/25	101-4210-422	PROFESSIONAL 2025 ALLOCATION	000000	4,000.00
01-1653	AUTO VALUE CENTRAL CITY					
		I-832057922	101-4210-425	REPAIRS 5QT 5W20 OIL,OIL FILTER - PD	000000	54.87
		I-832058051	101-4210-425	REPAIRS WINDSHIELD WASHER-'20 DODGE/PD	000000	20.99
		I-832058580	101-4210-425	REPAIRS 2 BRAKE PAD SETS,4 ROTORS -PD	000000	522.50
		I-832058619	101-4210-425	REPAIRS OIL FILTER,5QT SW20 OIL - PD	000000	32.39
01-4195	MARCO					
		I-40150669	101-4210-422	PROFESSIONAL COPIER CONTRACT - PD	000000	177.22
01-4359	FRONTIER GLASS OF BELLE					
		I-I1095129	101-4210-425	REPAIRS BACK WINDOW-21 DURANGO,21B-PD	000000	476.94
01-5034	STURGIS RESPONDER SUPPL					
		I-1512	101-4210-426	SUPPLIES UNIFORM PULLOVER - PD	000000	109.99
01-5451	PRINCIPAL LIFE INSURANC					
		I- 9/16/25	101-4210-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	59.64
				DEPARTMENT 210 POLICE	TOTAL:	21,723.34
01-0433	WELLMARK BLUE CROSS BLU					

PACKET: 07229 COMBINED - 10/7/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	continued				
		I-09/01/25	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	672.89
01-0578	WATERS HARDWARE					
		I-11384	101-4221-425	REPAIRS GRND CORD PLUG - FIRE DPT	000000	4.99
01-1771	NFPA					
		I-638081	101-4221-422	PROFESSIONAL MEMBERSHIP - CHAS FETTER /FD	000000	225.00
		I-638090	101-4221-422	PROFESSIONAL NFPA LINK-1 YR CONT/FETTER/ FD	000000	152.99
01-2490	POSITIVE PROMOTIONS, IN					
		I-63604190 - 9/17/25	101-4221-429	PUBLIC EDUCAT FIRE PREVENTION MATERIALS - FD	000000	989.95
		I-63604200 - 9/17/25	101-4221-429	PUBLIC EDUCAT FIRE PREVENTION MATERIALS- FD	000000	1,993.95
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-09/19/25	101-4221-422	PROFESSIONAL STAFFING - DEADWOOD JAM,	000000	693.00
01-3977	ACE HARDWARE OF LEAD					
		I-1637966	101-4221-426	SUPPLIES KITCHEN DEGREASER - FIRE DPT	000000	13.66
01-5451	PRINCIPAL LIFE INSURANC					
		I- 9/16/25	101-4221-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	4.97
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 4,751.40
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/25	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	672.89
01-1003	VERIZON WIRELESS					
		I-6123191200	101-4232-422	PROFESSIONAL BLDG INSPECTOR TABLET	000000	26.97
01-1771	NFPA					
		I-638094	101-4232-422	PROFESSIONAL NFPA LINK SINGLE USER 1 YR/BI	000000	169.99
01-4711	AMAZON CAPITAL SERVICES					
		I-17XY-LD6F-MQGF	101-4232-426	SUPPLIES PRINTER INK/BLDG INSPECTOR	000000	14.12
01-5451	PRINCIPAL LIFE INSURANC					
		I- 9/16/25	101-4232-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	4.96
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 888.93
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/25	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,050.02
01-0578	WATERS HARDWARE					
		C-A50748	101-4310-426	SUPPLIES RETURN TIME DELAY FUSE/STRTS	000000	51.98-

PACKET: 07229 COMBINED - 10/7/25

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	WATERS HARDWARE		continued			
		I-11241	101-4310-425	REPAIRS 32" EXTNSN CONNECTOR/STRTS	000000	15.99
		I-11254	101-4310-425	REPAIRS CIRCUIT BREAKER/STRTS	000000	83.98
		I-11346	101-4310-426	SUPPLIES USBA MICUSB SUNCCABLE/STRTS	000000	9.99
		I-11358	101-4310-426	SUPPLIES (20) LEVITON SOCKET/STRTS	000000	179.80
		I-11407	101-4310-426	SUPPLIES GALV PAIL-HOT DIPPED PAIL/STRT	000000	30.98
		I-11410	101-4310-425	REPAIRS (2) GRANUSIL 50 LB SILICA/STRT	000000	22.98
		I-11436	101-4310-426	SUPPLIES CLEVIS GRAB HOOK/STRTS	000000	18.99
		I-11437	101-4310-425	REPAIRS COUPLING-STRAP-CONDUIT/STRTS	000000	122.42
		I-11446	101-4310-425	REPAIRS TESTER-DELAY FUSE-BENDER/STRTS	000000	150.45
		I-11488	101-4310-425	REPAIRS CONDUIT-HEX HEAD/STRTS	000000	4.01
		I-11724	101-4310-426	SUPPLIES PUSH-SYN BROOM/STRTS	000000	67.98
		I-11764	101-4310-426	SUPPLIES LAG SCREWS-FLAT WASHER/STRTS	000000	173.45
01-0598	SUMMIT SIGNS AND SUPPLY					
		I-68263	101-4310-425	REPAIRS MCGOVERN HILL-NO PARK SIGNS/ST	000000	202.50
01-0684	NORTHWEST PIPE FITTINGS					
		I-1531806-1	101-4310-425	REPAIRS (6) PROPRESS 90 ELBOW/STRTS	000000	34.20
01-1003	VERIZON WIRELESS					
		I-6123191200	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	35.60
01-1171	A & B BUSINESS SOLUTION					
		I-IN1297849	101-4310-426	SUPPLIES CONT BASE RATE SPLT/STRTS	000000	83.14
01-1230	INTERSTATE ALL BATTERY					
		I-1901002030101	101-4310-425	REPAIRS (2) SLA0925 ib 6 7 SLA 187/STR	000000	39.46
01-1500	A & B WELDING					
		I-0001474978	101-4310-426	SUPPLIES SUPERGLAZE-FLAP-CUTOFF DISC/ST	000000	180.99
01-1653	AUTO VALUE CENTRAL CITY					
		I-832057884	101-4310-425	REPAIRS OIL FILTERS-DEXCOOL-SNODVR/STR	000000	158.71
		I-832058025	101-4310-425	REPAIRS 4 WAY EXTENSION 4'/STRTS	000000	9.71
		I-832058213	101-4310-425	REPAIRS BATTERY/STRTS	000000	52.99
		I-832058363	101-4310-425	REPAIRS DISC TYPE (EG)/STRTS	000000	15.74
		I-832059185	101-4310-426	SUPPLIES NEW-BL ICE-BAYSIDE SCENT/STRTS	000000	14.97
		I-832059439	101-4310-426	SUPPLIES OIL FILTERS FORE-DOME-OIL/STRT	000000	189.06
01-3294	DAKOTA FLUID POWER INC.					
		I-7379360	101-4310-425	REPAIRS 5000 PSI HOSE HOT HOTSYS/STRTS	000000	250.18
01-5451	PRINCIPAL LIFE INSURANC					
		I- 9/16/25	101-4310-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	29.65
				DEPARTMENT 310 STREETS	TOTAL:	7,175.96

PACKET: 07229 COMBINED - 10/7/25

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0213	TRUGREEN CHEM-LAWN	I-216316426	101-4520-422	PROFESSIONAL SEEDING SOFTBALL FIELDS/ PARKS	000000	202.00
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/25	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,608.12
01-0545	LYNN'S DAKOTA MART	I-09/16/25 STATEMENT	101-4520-426	SUPPLIES FILTERS-PLATESCOFFEE/PARKS	000000	49.43
01-0578	WATERS HARDWARE	C-A50450	101-4520-426	SUPPLIES RETURN WRAP LIGHTS/PARKS	000000	125.98-
		I-11321	101-4520-426	SUPPLIES POLE BARN WHITE-POLY CASTER/PR	000000	52.55
		I-11359	101-4520-426	SUPPLIES EXT CORD-POLE BARN-WRAP LITE/P	000000	157.56
		I-11375	101-4520-426	SUPPLIES OUTDOOR CORD-SHOP LIGHT/PARKS	000000	125.97
		I-11515	101-4520-426	SUPPLIES BLACK SPRAY PAINT/PARKS	000000	16.98
		I-11562	101-4520-426	SUPPLIES (2) SWIVEL CASTER/PARKS	000000	33.98
		I-11679	101-4520-426	SUPPLIES SWVL CNCT-GALV BUSHING/PARKS	000000	19.17
		I-11680	101-4520-433-03	CIP - GORDON POLY INSERT TEE/STAGE RUN	000000	17.90
		I-11681	101-4520-426	SUPPLIES FEMALE-MALE HOSE REPAIR/PARKS	000000	13.98
		I-11722	101-4520-433-03	CIP - GORDON CLAMPS/STAGE RUN	000000	59.33
		I-11740	101-4520-426	SUPPLIES CONCRETE STAIN-BRUSH/PARKS	000000	74.98
		I-11931	101-4520-426	SUPPLIES POLY TEE-SPXF BUSHING/PARKS	000000	5.97
		I-11963	101-4520-433-03	CIP - GORDON CLAMP/STAGE RUN	000000	6.98
01-0684	NORTHWEST PIPE FITTINGS	I-1533260	101-4520-433-03	CIP - GORDON ROTOR-SPRAY HEAD-CLAMP/PARKS	000000	306.22
01-0782	JACOBS PRECISION WELDIN	I-32199	101-4520-426	SUPPLIES 1/8X6X18" PLATES X 30/PARKS	000000	220.36
01-1171	A & B BUSINESS SOLUTION	I-IN1297850	101-4520-426	SUPPLIES CONTRACT BASE RATE/PARKS	000000	163.57
01-1322	PETE LIEN & SONS, INC.	I-CD99343628	101-4520-433-03	CIP - GORDON LANDSCAPE BLOCK/PARKS	000000	1,110.00
01-1653	AUTO VALUE CENTRAL CITY	I-832058593	101-4520-426	SUPPLIES SYN 5W30-OIL FILTERS/PARKS	000000	32.41
01-1798	CHAINSAW CENTER/DAKOTA	I-1-2024549	101-4520-433-03	CIP - GORDON KUBOTA MINI EX RENTAL/PARKS	000000	417.69
		I-1-2026423	101-4520-433-03	CIP - GORDON TILLER BARRETTO RENTAL/PARKS	000000	180.00
		I-1-2026526	101-4520-433-03	CIP - GORDON TRENCHER RENTAL/PARKS	000000	195.00
		I-1-2026990	101-4520-433-03	CIP - GORDON TRENCHER RENTAL/PARKS	000000	195.00
01-3977	ACE HARDWARE OF LEAD	I-043355	101-4520-433-03	CIP - GORDON GRAVEL-COUPPLING-ADAPT INSRT/PA	000000	34.84
		I-043463	101-4520-433-03	CIP - GORDON HOSE CLAMP-WIRE AQUABL/PARKS	000000	48.97

PACKET: 07229 COMBINED - 10/7/25

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
01-4321	K-LOG, INC.	I-25-336306-1	101-4520-426	SUPPLIES (8) GAMING CHAIRS/PARKS	000000	2,272.08
01-4711	AMAZON CAPITAL SERVICES	I-1YDR-6NVV-FQW6	101-4520-426	SUPPLIES COMM BABY CHANGING STATION/PRK	000000	101.59
01-5437	LES SCHWAB TIRES	I-46900008407	101-4520-425	REPAIRS TIRES-BALANCE-DISPOSAL/PARKS	000000	1,268.88
01-5451	PRINCIPAL LIFE INSURANC	I- 9/16/25	101-4520-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	32.31
01-5467	BLACK HILLS MOBILITY LL	I-091725	101-4520-425	REPAIRS SRVC GATE-LATCH-GREASE ASSY/PK	000000	360.00
DEPARTMENT 520 PARKS					TOTAL:	13,257.84
01-0418	BLACK HILLS PIONEER	I-215 - 2025	101-4640-423	PUBLISHING NOH - CUP/LAUNDROMAT	000000	25.22
		I-232 - 2015	101-4640-423	PUBLISHING NOH - CUP/VACATION HOME-5 CHAS	000000	25.22
		I-294 - 2025	101-4640-423	PUBLISHING NOH - CUP/LAUNDROMAT	000000	24.24
		I-352 - 2025	101-4640-423	PUBLISHING NOH-CUP/VACATION HOME-5 CHAS	000000	24.24
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/25	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	672.89
01-5451	PRINCIPAL LIFE INSURANC	I- 9/16/25	101-4640-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	4.97
DEPARTMENT 640 PLANNING AND ZONING					TOTAL:	776.78
FUND 101 GENERAL FUND					TOTAL:	91,019.73

PACKET: 07229 COMBINED - 10/7/25

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/25	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	672.89
01-0973	PETTY CASH- LIBRARY					
		I- 09/09/25	206-4550-426	SUPPLIES REIMBS.PETTY CASH /STAMPS	000000	15.60
01-1171	A & B BUSINESS SOLUTION					
		I-IN1297903	206-4550-422	PROFESSIONAL COPIER CONTRACT - LIBRARY	000000	82.48
01-1557	DEMCO, INC.					
		I-7696492	206-4550-426	SUPPLIES VINYL GLOSS,ADHESIVE,BKMKS-LIB	000000	107.69
01-4711	AMAZON CAPITAL SERVICES					
		I-111-0728767-214826	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	352.09
		I-111-7862155-087382	206-4550-434	COLLECTION DE BOOK - LIBRARY	000000	22.94
		I-1L4M-GRTX-G1QJ	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	207.21
01-4771	BOOKLIST					
		I-9/30/25	206-4550-422	PROFESSIONAL SUBSCRIPTION	000000	184.95
01-5451	PRINCIPAL LIFE INSURANC					
		I- 9/16/25	206-4550-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	4.97
				DEPARTMENT 550 LIBRARY	TOTAL:	1,650.82
				FUND 206 LIBRARY FUND	TOTAL:	1,650.82

PACKET: 07229 COMBINED - 10/7/25

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
01-0407	SHERWIN WILLIAMS CO	I-7463-6	209-4510-426	SUPPLIES AT EASE SOLDIER PAINT/REC	000000	48.95
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/25	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,682.22
01-0578	WATERS HARDWARE	I-11345	209-4510-426	SUPPLIES DRYER CORD/REC CENTER	000000	24.99
		I-11834	209-4510-426	SUPPLIES 2 PK VICTOR MOUSE TRAP/REC	000000	6.58
01-1046	KARL'S TV & APPLIANCE,	I-113546321	209-4510-434	MACHINERY/EQU CLASSIC 5 YR WAR DRYER/REC	000000	1,250.00
01-1333	DEADWOOD ELECTRIC	I-23475	209-4510-425	REPAIRS REWIRE DRYER/REC CENTER	000000	96.94
01-1502	BLACK HILLS CHEMICAL	I-301146	209-4510-426	SUPPLIES FOAM SHAMPOO-TP-TOWEL-WIPE/REC	000000	926.57
		I-302062	209-4510-426	SUPPLIES GLOVES-PUSH LEMON MAINT/REC	000000	124.06
01-2645	HAWKINS INC	I-7204144	209-4510-425	REPAIRS ORP SENSOR-FREIGHT/REC CENTER	000000	454.13
		I-7206462	209-4510-426	SUPPLIES POOL CHEMICAL SUPPLIES/REC	000000	827.97
01-3314	CENTURY BUSINESS PRODUC	I-811498	209-4510-422	PROFESSIONAL CONTRACT BASE RATE+PGS/REC	000000	300.32
01-4711	AMAZON CAPITAL SERVICES	I-1JQN-XQJX-F1LC	209-4510-426	SUPPLIES RUBBER DIAMOND PVC FLOOR/REC	000000	252.00
01-5321	THE JUNK DRAWER	I-1002	209-4510-426	SUPPLIES HOODED-CENTER TEES/REC CENTER	000000	562.00
		I-1013	209-4510-426	SUPPLIES LIFEGUARD TEES/REC CENTER	000000	231.99
01-5347	NORTHERN HILLS SPAS	I-1076	209-4510-426	SUPPLIES HOT TUB PLUMB & JET CLEANER/RE	000000	35.95
01-5451	PRINCIPAL LIFE INSURANC	I- 9/16/25	209-4510-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	24.86
			DEPARTMENT 510 REC CENTER	TOTAL:		6,849.53
01-1566	LAWRENCE CO. TEEN COURT	I-08/26/25	209-4980-429	OTHER 2025 ALLOCATION	000000	4,500.00
			DEPARTMENT 980 SPECIAL EVENTS	TOTAL:		4,500.00
			FUND 209 BED & BOOZE FUND	TOTAL:		11,349.53

PACKET: 07229 COMBINED - 10/7/25
VENDOR SET: 01
FUND : 211 BID #9
DEPARTMENT: 630 BID #9
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4576	DEADWOOD CHAMBER - OUTL					
		I- 9/30/25	211-4630-423	MARKETING BID#9 FUNDING	000000	40,000.00
				DEPARTMENT 630 BID #9	TOTAL:	40,000.00
				FUND 211 BID #9	TOTAL:	40,000.00

PACKET: 07229 COMBINED - 10/7/25
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-09/09/25 BILL LIST	212-4630-423	MARKETING	BID 8 GROUP SLS-9/9 BILL LIST 000000	1,723.63
01-3602	DEADWOOD GAMING ASSOCIA					
		I-629	212-4630-422	PROFESSIONAL	BID #8 CONTRIBUTION 000000	10,000.00
				DEPARTMENT 630	BID 8	
					TOTAL:	11,723.63

				FUND	212 BID #8	
					TOTAL:	11,723.63

PACKET: 07229 COMBINED - 10/7/25
VENDOR SET: 01
FUND : 213 BID #1-6
DEPARTMENT: 630 BID
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1827	MS MAIL					
		I-15429	213-4630-426	SUPPLIES	#10 WINDOW ENVELOPES - BID 1-6 000000	100.00
DEPARTMENT 630 BID						TOTAL: 100.00
FUND 213 BID #1-6						TOTAL: 100.00

PACKET: 07229 COMBINED - 10/7/25

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3295	PANNIER					
		I-172153	215-4572-235	VISITOR MGMT SETH BULLOCK PANEL & BASE	000000	905.00
				DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL:	905.00
01-0782	JACOBS PRECISION WELDIN					
		I-32200	215-4573-335	HIST. INTERP. SETH BULLOCK STATUE PLATE	000000	340.51
01-0821	UNIVERSITY PRODUCTS					
		I-285686-0	215-4573-335	HIST. INTERP. ARCHIVE/PRESERVE BOXES	000000	312.82
01-0951	DEADWOOD ALIVE					
		I-1308-25	215-4573-345	HIST. INTERP. SEPTEMBER 2025	000000	10,000.00
01-1495	GAYLORD BROS.					
		I-2925213	215-4573-335	HIST. INTERP. 10 MICROFILM BOXES	000000	215.84
01-2014	TOMS, DON					
		I-91525	215-4573-335	HIST. INTERP. TAX RECORD PROJECT	000000	600.00
01-4230	RUSHMORE OFFICE					
		I-149002	215-4573-335	HIST. INTERP. 2026 CALENDAR - ARCHIVES	000000	32.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATION	TOTAL:	11,501.17
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 09/24/25	215-4575-505-05	142 SHERMAN S SENIOR CENTER 142 SHERMAN	000000	31.27
01-2620	FIRST BAPTIST CHURCH					
		I-195	215-4575-510	GRANT/LOAN NO NFP-STORM WINDOWS	000000	23,341.58
01-4174	FOUNDANT TECHNOLOGIES I					
		I-C-INV37108	215-4575-505	GRANT/LOAN RE CONTRACT-GRANT PROCESSES	000000	5,940.00
01-4739	WATERS HARDWARE-HP PAIN					
		I-11862 /S	215-4575-525	GRANT/LOAN PA 144 CHARLES	000000	107.97
		I-11879 /S	215-4575-525	GRANT/LOAN PA 18 JEFFERSON	000000	113.87
		I-11880 /S	215-4575-525	GRANT/LOAN PA 69 FOREST	000000	151.97
		I-11883 /S	215-4575-525	GRANT/LOAN PA 18 JEFFERSON	000000	258.91
		I-11884 /S	215-4575-525	GRANT/LOAN PA 15 FOREST	000000	139.95
		I-11885 /S	215-4575-525	GRANT/LOAN PA 51 HIGHLAND	000000	92.97
		I-11886 /S	215-4575-525	GRANT/LOAN PA 416 WILLIAMS	000000	57.98
		I-11887 /S	215-4575-525	GRANT/LOAN PA 15 WASHINGTON	000000	87.97
		I-11888 /S	215-4575-525	GRANT/LOAN PA 18 JEFFERSON	000000	122.97
		I-11889 /S	215-4575-525	GRANT/LOAN PA 18 JEFFERSON	000000	48.93
		I-11891 /S	215-4575-525	GRANT/LOAN PA 18 JEFFERSON	000000	368.91
		I-11893 /S	215-4575-525	GRANT/LOAN PA 144 CHARLES	000000	131.93

PACKET: 07229 COMBINED - 10/7/25

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4739	WATERS HARDWARE-HP PAIN	continued				
		I-11921 /S	215-4575-525	GRANT/LOAN PA 15 WASHINGTON	000000	899.97
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	31,897.15
01-2394	GUNDERSON, PALMER, NELS					
		I-142679	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	800.00
01-4269	BRUNSEN, RONDA					
		I-92225	215-4576-630	PROFES. SERV. HOMECOMING PARADE FTBALLS	000000	100.58
01-4497	DRINGMAN, PAT					
		I-92325	215-4576-630	PROFES. SERV. COMMUNITY PIC GIFT CERT.	000000	25.00
				DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL:	925.58
01-3549	VICTOR STANLEY, INC.					
		I-SI58939	215-4577-750	CAPITAL ASSET CITY LITTER RECEPTACLES	000000	25,436.00
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS	TOTAL:	25,436.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/25	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,266.56
01-1003	VERIZON WIRELESS					
		I-6123191200	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01
01-1827	MS MAIL					
		I-15410-A	215-4641-423	PUBLISHING SEP NEWSLETTER/MAIL PREP - HP	000000	713.60
		I-15410-A	215-4641-426	SUPPLIES COMMENT CARDS - HP	000000	30.00
01-2728	WEST RIVER HISTORY CONF					
		I-092425	215-4641-427	TRAVEL CONFERENCE REGISTRATION X 9	000000	1,575.00
01-3060	QUIK SIGNS					
		I-46719	215-4641-426	SUPPLIES HARD HAT DWD LOGO DECALS	000000	56.76
01-4711	AMAZON CAPITAL SERVICES					
		I-1KRT-4Q9R-CVRC	215-4641-426	SUPPLIES ARCHIVE BOOKS/HP&PZ SUPPLIES	000000	191.18
01-5451	PRINCIPAL LIFE INSURANC					
		I- 9/16/25	215-4641-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	18.14
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	5,891.25
				FUND 215 HISTORIC PRESERVATION	TOTAL:	76,556.15

PACKET: 07229 COMBINED - 10/7/25

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
01-4382	ALLIED CONSTRUCTION					
		I-606355-2	216-1310	DUE FROM OTHE 14 VAN BUREN MCNARY	000000	13,076.40
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	13,076.40
01-0625	MICHAEL GUILBERT					
		I-PR124493	216-4653-962-08	FOUNDATION GR 14 HARRISON GUILBERT	000000	10,000.00
01-1496	LAWRENCE CO. REGISTER O					
		I-091225	216-4653-960	CLOSING CO 18 PLEASANT RITZ	000000	30.00
		I-091625	216-4653-960	CLOSING CO REC FEE 20 DENVER BYRNE	000000	120.00
		I-092225	216-4653-960	CLOSING CO REC FEE 14 VAN BUREN MCNARY	000000	30.00
01-2849	DAKOTA LUMBER CO					
		I-2509-021488	216-4653-962-04	SIDING GRANT 51 HIGHLAND BAILEY	000000	1,413.70
01-4382	ALLIED CONSTRUCTION					
		I-606355	216-4653-962-01	SPECIAL NEEDS 14 VANBUREN - MCNARY	000000	4,138.60
01-5469	BAILEY, ROBERT					
		I-091725	216-4653-962-03	WINDOWS GRANT 51 HIGHLAND BAILEY	000000	3,815.40
		I-091725	216-4653-962-04	SIDING GRANT 51 HIGHLAND BAILEY	000000	2,355.46
				DEPARTMENT 653 REVOLVING LOAN	TOTAL:	21,903.16
				FUND 216 REVOLVING LOAN	TOTAL:	34,979.56

01/03/2025 11:10 AM
PACKET: 07229 COMBINED - 10/7/25
VENDOR SET: 01
FUND : 602 WATER FUND
DEPARTMENT: 330 WATER
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/25	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,678.00
01-0514	SIMON MATERIALS COMPANY	I-4296857	602-4330-425	REPAIRS 11.95-11.70-11.89 LIMESTONE/WT	000000	799.66
01-0578	WATERS HARDWARE	I-11327	602-4330-425	REPAIRS RIGID-SWIVEL CASTERS/WATER	000000	29.96
		I-11492	602-4330-425	REPAIRS GRASS SEED-BROOM HANDLE/WATER	000000	64.47
		I-11695	602-4330-425	REPAIRS SEALANT-FLEX TAPE/WATER	000000	57.97
		I-11698	602-4330-425	REPAIRS BOLTS-SCREWS WASHDOWN ST/WTR	000000	14.73
		I-11723	602-4330-425	REPAIRS BATTERY PACK-GRINDER-KIT/WTR	000000	619.97
		I-11920	602-4330-426	SUPPLIES (2) GALV NIPPLES/WATER	000000	18.98
01-0684	NORTHWEST PIPE FITTINGS	I-1531797	602-4330-425	REPAIRS REPAIR KIT-SEAT WRENCH-LUB/WTR	000000	2,173.02
		I-1531805	602-4330-425	REPAIRS LEFT UPPER STEM-REPAIR KIT/WTR	000000	337.27
01-0782	JACOBS PRECISION WELDIN	I-32231	602-4330-426	SUPPLIES (4) 4" TUBING (BALLARDS)/WATER	000000	282.57
01-1003	VERIZON WIRELESS	I-6123191200	602-4330-422	PROFESSIONAL PLUMA TANKS/WATER	000000	40.05
		I-6123191200	602-4330-422	PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR	000000	120.07
		I-6123191200	602-4330-422	PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER	000000	160.06
		I-6123191200	602-4330-422	PROFESSIONAL ON CALL PHONE/WATER	000000	39.72
		I-6123191200	602-4330-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	39.72
01-1171	A & B BUSINESS SOLUTION	I-IN1297849	602-4330-426	SUPPLIES CONT BASE RATE SPLT/WATER	000000	83.14
01-1266	WELLS PLUMBING & FARM S	I-1-1155027	602-4330-425	REPAIRS CURB BOX-PIPE-CPLING-THREAD/WT	000000	302.16
		I-1-1155029	602-4330-426	SUPPLIES SWIVEL-BUSHING-BRASS NIPPLE/WT	000000	314.49
01-1333	DEADWOOD ELECTRIC	I-23464	602-4330-437	CAPITAL OUTLA REPAIR PIPES-REPULL WIRE/WTR	000000	1,875.19
01-1365	SD PUBLIC HEALTH LAB	I-10622979	602-4330-422	PROFESSIONAL TRIHALO-HALOACETIC-COLIF/WTR	000000	270.00
01-1369	SPEARFISH SEAMLESS GUTT	I-3734-R	602-4330-425	REPAIRS 29' 5" GUTTER-15 DOWNSPT/WTR	000000	404.08
01-1653	AUTO VALUE CENTRAL CITY	I-832059317	602-4330-426	SUPPLIES FLOOR MAT SET/WATER	000000	146.95
01-1827	MS MAIL	I-15410	602-4330-426	SUPPLIES UTIL.BILLS MAILING-SEP FOR AUG	000000	427.60

PACKET: 07229 COMBINED - 10/7/25

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1827	MS MAIL		continued			
		I-15429	602-4330-426	SUPPLIES #10 WINDOW ENVELOPES-WTR BILLS	000000	100.00
		I-15429	602-4330-426	SUPPLIES PERF.PAPER - UTILITY BILLS	000000	500.00
01-3060	QUIK SIGNS					
		I-51768	602-4330-426	SUPPLIES (2) TOP LAMINATE ORACAL/WATER	000000	48.53
01-4711	AMAZON CAPITAL SERVICES					
		I-17XY-LD6F-MQGF	602-4330-426	SUPPLIES KEYPAD COVER-SURV SIGNS/WTR	000000	32.58
01-4721	TOWEY DESIGN GROUP INC.					
		I-25-1403	602-4330-437	CAPITAL OUTLA HWY 85 DRINK WATER EXP/WATER	000000	3,823.25
01-5259	JOHNER PAVING					
		I-1400	602-4330-425	REPAIRS 12.08-2.97 TON ASPHALT/WATER	000000	1,128.75
01-5451	PRINCIPAL LIFE INSURANC					
		I- 9/16/25	602-4330-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	15.99
01-5457	UNDERGROUND CONSTRUCTIO					
		I-PAY APP#3 09/23/25	602-4330-437	CAPITAL OUTLA PAY APP #3 HWY85 DRNK WTR PROJ	000000	124,877.46
DEPARTMENT 330 WATER						TOTAL: 141,826.39
FUND 602 WATER FUND						TOTAL: 141,826.39

PACKET: 07229 COMBINED - 10/7/25

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-32855	607-4580-426	SUPPLIES COOP AD TRIAL JACKL MCCALL/MM	000000	122.50
01-3785	TALLGRASS LANDSCAPE ARC					
		I-2025-135	607-4580-422	PROFESSIONAL CONST DOCS/MM CEM 2026 IMPROVE	000000	6,090.00
01-3838	BLUEPEAK					
		I-PHONE 09/16/25 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 7801	000000	164.36
		I-PHONE 09/16/25 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 5801	000000	50.27
		I-PHONE 09/16/25 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 6501	000000	135.40
			DEPARTMENT 580	HISTORIC CEMETERIES	TOTAL:	6,562.53
			FUND 607	HISTORIC CEMETERIES	TOTAL:	6,562.53

PACKET: 07229 COMBINED - 10/7/25

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
01-4094	EAN HOLDINGS LLC					
		I-20252509	610-3360-532	PARKING FINE REFUND CITATION 256352420/P&T	000000	25.00
01-5476	CONSENSUS COUNCIL INC					
		I-093025 REFUND	610-3361-896	TROLLEY ALL D REFUND DBL PYMT PASSES/TROLLEY	000000	300.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 325.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/25	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,585.86
01-0578	WATERS HARDWARE					
		I-11690	610-4360-426	SUPPLIES TOGGLE BOLT-THREADLOCKER/P&T	000000	17.08
		I-11731	610-4360-426	SUPPLIES WHEEL CHOCKS-HITCH-CPLER/P&T	000000	90.97
		I-11791	610-4360-426	SUPPLIES DRILL BIT KIT-ANGLE BROOM/P&T	000000	46.98
		I-11901	610-4360-426	SUPPLIES 5X7-6X8 BLUE TARP/P&T	000000	42.45
		I-11954	610-4360-426	SUPPLIES DARK GRAY SPRY PAINT/P&T	000000	16.98
01-1003	VERIZON WIRELESS					
		I-6123191200	610-4360-422	PROFESSIONAL PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-6123191200	610-4360-422	PROFESSIONAL (3) PARKING ENFORCEMT SYS/P&T	000000	119.16
01-1653	AUTO VALUE CENTRAL CITY					
		I-832059438	610-4360-426	SUPPLIES BULK BATTERY-WELDING-50 AMP/P&	000000	189.34
01-3060	QUIK SIGNS					
		I-51794	610-4360-426	SUPPLIES (24) VARIOUS REFLECT SIGNS/P&T	000000	1,233.21
01-4842	WESTERN CONSTRUCTION					
		I-PAYAPP#4-10/1/25	610-4360-437	CAPITAL OUTLA PAY APP#4 - DWD HILL PKG LOT	000000	269,706.25
01-5451	PRINCIPAL LIFE INSURANC					
		I- 9/16/25	610-4360-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	17.40
				DEPARTMENT 360	PARKING/TRANSPORTATION	TOTAL: 277,105.69
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/25	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,350.25
01-0578	WATERS HARDWARE					
		I-11322	610-4361-426	SUPPLIES 20 CT CMPST TRASH BAGS/TROLLEY	000000	10.98
		I-11806	610-4361-426	SUPPLIES HOSE BARB-ELECTRICAL TAPE/TROL	000000	6.48
01-1100	OVERHEAD DOOR CO.					
		I-17464	610-4361-422	PROFESSIONAL REPL DAMAGED SENSORS/TROLLEY	000000	433.67
01-1502	BLACK HILLS CHEMICAL					

PACKET: 07229 COMBINED - 10/7/25

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1502	BLACK HILLS CHEMICAL	continued				
		I-301299	610-4361-426	SUPPLIES SURE STEP-LEMON PINE SOL/TROLL	000000	363.58
01-1653	AUTO VALUE CENTRAL CITY					
		I-832058532	610-4361-426	SUPPLIES (8) SPARKPLUG-DEXCOOL/TROLLEY	000000	50.39
		I-832059104	610-4361-426	SUPPLIES (4) SPARKPLUGS/TROLLEY	000000	20.20
01-2889	ATCO INTERNATIONAL					
		I-I0649272	610-4361-426	SUPPLIES TAKE-OFF-GLOVES/TROLLEY	000000	228.00
01-5451	PRINCIPAL LIFE INSURANC					
		I- 9/16/25	610-4361-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	7.46
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	3,471.01
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/25	610-4362-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	672.89
01-3151	KONE CHICAGO					
		I-915280638	610-4362-425	REPAIRS NEW ELEVATOR INSTALL/RAMP	000000	109,247.06
01-3685	BLACK HILLS SECURITY &					
		I-09/16/25 INVOICES	610-4362-422	PROFESSIONAL W-4173 PARKING RAMP/R269156	000000	134.85
01-3838	BLUEPEAK					
		I-TELEPHONE 09/16/25	610-4362-428	UTILITIES PARKING RAMP	000000	181.78
01-5451	PRINCIPAL LIFE INSURANC					
		I- 9/16/25	610-4362-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	4.96
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	110,241.54
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	391,143.24

PACKET: 07229 COMBINED - 10/7/25
 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
01-1441	DAYS OF '76, INC.					
		I-9/25/25	720-4000-429	OTHER DEPOSIT REFUND - DAYS OF '76	000000	1,550.00
01-4063	JEEP JAMBOREE USA					
		I-9/25/25	720-4000-429	OTHER DEPOSIT RFND-33RD BH JEEP JAMB	000000	1,100.00
01-4064	BLACK HILLS VETERANS MA					
		I-9/25/25	720-4000-429	OTHER DEPOSIT REFUND - BH VETS MARCH	000000	1,000.00
01-5243	WO MOTORSPORTS LLC					
		I-9/25/25	720-4000-429	OTHER DEPOSIT REFUND-ARENACROSS RACE	000000	2,350.00
DEPARTMENT 000 NON-DEPARTMENTAL TOTAL:						6,000.00
FUND 720 DEPOSITS HELD TOTAL:						6,000.00

PACKET: 07229 COMBINED - 10/7/25
VENDOR SET: 01
FUND : 722 SALES TAX AGENCY
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
=====						
01-0585	SD DEPT. OF REVENUE					
		I-AUG-092225	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	9,518.77
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 9,518.77

				FUND	722 SALES TAX AGENCY	TOTAL: 9,518.77
						REPORT GRAND TOTAL: 822,430.35



PROCLAMATION

WHEREAS, the City of Deadwood is committed to ensuring the safety and security of all those living in and visiting our community; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk to fire; and

WHEREAS, nearly 3,000 people die each year as a result of home fires; and cooking leads to nearly half of home fires involving cooking equipment.

WHEREAS, roughly two-thirds of home fire deaths happen in homes with no smoke alarms or no working smoke alarms. About one in five smoke alarm failures was due to dead batteries.

WHEREAS, in fires considered large enough to activate the smoke alarm, hardwired alarms operated 91% of the time, while battery powered alarms operated only 75% of the time.

WHEREAS, the National Fire Protection Association and Deadwood Volunteer Fire Department recommends at least one smoke alarm on every level of the home (including the basement) outside all sleeping areas, and in all bedrooms; and

WHEREAS, informing the public about the importance of smoke alarm installation and maintenance serves an essential step toward increasing the public's safety from home fires; and

WHEREAS, the City of Deadwood's first responders are dedicated to reducing the occurrence of home fires and home fire deaths and injuries through prevention and proper education; and

WHEREAS, Deadwood's residents are responsive to public education measures and are able to take personal responsibility to increase their safety from fire, especially in their homes; and

WHEREAS, the Fire Prevention Week 2025 - ,October 5-11 theme," Charge into Fire Safety Lithium – Ion Batteries in You Home". The Deadwood Volunteer Fire Department actively works to motivate Deadwood's residents to implement to BUY, CHARGE and Recycle your batteries.

THEREFORE, I, Charlie Struble-Mook, Mayor of Deadwood do hereby proclaim October 5-11,2025 as Fire Prevention Week throughout this city, and I urge all people of Deadwood to protect their homes and families by heeding the potentially life-saving messages of Fire Prevention Week 2023, and to support the many activities and efforts of Deadwood's fire and emergency services.

Charlie Struble-Mook, Mayor

Proclamation



WHEREAS, we citizens of the City of Deadwood recognize the value of archives – our historical records and the numerous ways they enrich our lives; and

WHEREAS, the archivists in Deadwood are dedicated to preserving, protecting and making available historical records; and

WHEREAS, archives have a duty to provide public access to their records, and it is the goal of archives to increase public awareness of the role archives play in providing knowledge about the historical and cultural heritage of Deadwood; and

WHEREAS, there are numerous county, municipal, university, and private archives in the Black Hills in addition to the South Dakota State Historical Society – State Archives in South Dakota, which cooperate together in the preservation and accessibility of South Dakota’s documentary heritage; and

WHEREAS, Deadwood’s archival institutions have a responsibility to collect, organize, preserve, and make available records that document the history of the state of South Dakota for education and appreciation of present and future generations; and

WHEREAS, history helps us to define our cultural identities and understand our past.

NOW, THEREFORE, I, Charlie Struble-Mook, Mayor of City of Deadwood, hereby proclaim October 2025 as ARCHIVES MONTH in Deadwood, South Dakota.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of October, 2025.

Charlie Struble-Mook
Mayor

2025

Loss Control/Safety Achievement Award

**Presented to
the Employees of**

City of Deadwood

On behalf of the

SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

and the

SDMIL WORKERS' COMPENSATION FUND

GOLD LEVEL



PROCLAMATION

WHEREAS, the City of Deadwood, in partnership with Deadwood History Inc., the Deadwood Historic Preservation Commission, the Deadwood Chamber of Commerce and Deadwood's Main Street Initiative, have committed to preserving, promoting and protecting Deadwood's rich and unique heritage; and

WHEREAS, to commemorate this heritage, a public arts committee has worked diligently to recognize and celebrate many of Deadwood's early pioneers through the Legends of Deadwood project in which bronze sculptures are being created and placed in their honor at key sites throughout Historic Deadwood; and

WHEREAS, numerous organizations and individuals have supported this project financially, on both a public and private level, to fund this project to commemorate these legendary individual's contributions and tribulations in this community's pioneer days; and

WHEREAS, the public arts committee engaged the artistic services of sculptor Edward Hlavka of Deadwood, South Dakota to create a likeness of Deadwood Legend Captain Seth Bullock, and

WHEREAS, Captain Seth Bullock played an important leadership role in helping establish the Deadwood community and was well respected throughout Deadwood and the State of South Dakota, and

WHEREAS, the community of Deadwood are honoring the memory of Captain Seth Bullock, pioneer, rancher, businessman, lawman, Captain in the US Army and presidential confidant through keeping his legacy alive, and

WHEREAS, the statue of Captain Seth Bullock will serve as a reminder to residents and visitors of the role he had in the settlement of Deadwood and his connection to Deadwood's pioneer beginning.

NOW THEREFORE, I, Charlie Struble-Mook, Mayor of the City of Deadwood, by virtue of the authority vested in me by our community, hereby proclaim September 23, 2025, as CAPTAIN SETH BULLOCK DAY and urge all citizens to join me in saluting Captain Seth Bullock for his contributions to the early days of Deadwood.

In Witness Whereof, I have hereunto set my hand this 23th day of September 2025.

Charlie Struble-Mook, Mayor

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



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

MEMORANDUM

Date: September 25, 2025
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Outside of Deadwood Grant Emergency Request

The Save Our Sandstone group in Hot Springs submitted an emergency Outside of Deadwood Grant to repair fallen plaster on the interior of the structure. This damage has rendered the second story un-safe and the tenant had to move out. Emergency Grant requirements are made exclusively for interim stabilization of a historic property that meets the grant criteria. Unfortunately, failing plaster does not fall under the requirement.

In an effort to help Hot Springs and the Save Our Sandstone group, staff is recommending issuing a \$10,000.00 grant to assist in their efforts to set up a funding source to help preserve their historic sandstone structures. Deadwood Historic Preservation Commission awarded a similar grant in 2017 for Lead-Deadwood Economic Development to create a revolving loan fund for contributing commercial structures in Lead.

This is an opportunity to provide ongoing help to save their sandstone structures. Staff is requesting consideration to grant the Save Our Sandstone group \$10,000.00 to be paid out of the Outside of Deadwood Grant Program. They can then issue a low or no interest loan to the historic property.

The Historic Preservation Commission reviewed this request at their September 24, 2025 meeting and recommend approval.

Recommended Motion:

Move to approve an Outside of Deadwood Grant to Save Our Sandstone in the amount of \$10,000.00.

GRANT FUND –
SITES OUTSIDE OF DEADWOOD



FOR OFFICE USE ONLY

Application # _____

Date Received ____/____/____

Date of Hearing ____/____/____

Outside of Deadwood Grant Fund

DEADWOOD HISTORIC PRESERVATION COMMISSION GRANT FUND

Application

Applications must be received by January 18 and/or June 2 annually. In order to maintain funding eligibility, work **may not** commence on the project until **after** an award notification is received and grant agreement has been signed and returned.

The Deadwood Historic Preservation Commission reviews ALL applications. Please read the attached Policy Guidelines and provide the requested information below.

1. PROPERTY INFORMATION

Historic Name of Property (if known): Harlou Building

Property Address: 407 North River Street, Hot Springs, SD 57747

Street

City

State

Zip

2. PROJECT CONTACT INFORMATION

Name: [REDACTED]

Email Address: [REDACTED]

Property Address: [REDACTED]

Street

City

State

Zip

****NOTE: Owner of Property:**

Applicant must own/retain property;

OR

Applicant must be leasing or renting the property and have written permission from the owner to conduct the work;

OR

Applicant must have a firm written commitment with the owner to purchase the property.

(Complete 'Owner of Property' only if different from that of Project Contact)

3. OWNER OF PROPERTY

Name: [REDACTED]

Email Address: [REDACTED]

Mailing Address: [REDACTED]

Street

City

State

Zip

Updated April 2017

FOR OFFICE USE ONLY
Application # _____

8. IMPACT ON HISTORIC CHARACTERISTICS:

Show impact on historic characteristics by completing the following questions: (Use additional page as needed.)

a. Will the project change the current/historic material? For example installing asphalt shingles instead of wood shingles. If so, explain why.

No, the project will not change the current/historic material. This dropped ceiling was a 1990's addition.

b. Will the project change the size of the current/historic material? For example, does the project involve changing window size? If so, explain why.

No, the size of the new ceiling will be the same.

c. Will the current/historic material be removed? For example, removing plaster. If so, explain why.

The fallen and damaged ceiling, non-historic, debris will be removed.

d. How does the project meet the Secretary of the Interior Standards? (See the Resource Section.)

Most properties change over time; the 1990's changes in the second floor ceilings had no historic significance. The repair in Apartment 1 is required for continued occupation.

9. PROPERTY USE:

Provide a description of the current and planned use for the property once the project is complete.

The use of this upstairs apartment in the Harlou Building will continue to be a rental.

Because it was rented when the damage occurred it is very important the work be completed as soon as possible. The tenant still has furniture and personal belongings in this apartment and hopes to return.

10. MAINTENANCE:

Provide a statement of how the owner plans to maintain the property after the project is completed.

As owner I will continue to monitor the apartment usage and keep the building in a repaired, clean and appropriate fashion.

FOR OFFICE USE ONLY
Application # _____

11. ESTIMATES:

→ If requesting a grant that exceeds \$10,000, please provide and attach at least three (3) cost estimates from architects, contractors, or other professionals involved in the project.

→ If three (3) estimates are unattainable, attach statement documenting request for estimates.

→ **Cost estimates** must specify the costs of labor, materials, consultants, and permits. If conducting a masonry project the estimates must include mortar mixture specifications, statement concerning use of power tools, and percentage of building requiring masonry work. A contractor should be provided with a copy of the Historic Masonry Repair sheet located in the resource section before preparing a bid for masonry work.

12. PROJECT BUDGET – ITEMIZED AND SHOWING MATCH:

** Sample Budget **

Description	Applicant Matching Funds	Grant	Total Project Cost
Tuck-pointing	\$ 0	\$ 3,500	\$ 3,500
Volunteer Labor	\$ 566	\$ 0	\$ 566
Supplies/Materials	\$ 3,934	\$ 1,000	\$ 4,934
TOTAL:	\$ 4,500	\$ 4,500	\$ 9,000

Description (i.e. roof)	Applicant Match	Grant	Total
Debris Management	\$ 1,250.00	\$ 1,250.00	\$ 2,500.00
Electrical Work	\$ 2,250.00	\$ 2,250.00	\$ 4,500.00
Replace Ceiling Tile	\$ 1,710.00	\$ 1,710.00	\$ 3,420.00
Replace Insulation	\$ 1,121.00	\$ 1,121.00	\$ 2,242.00
Replace Ceiling Trim	\$ 325.00	\$ 325.00	\$ 650.00
Dump Trailer & Fees	\$ 375.00	\$ 375.00	\$ 750.00
Floor, Drapes & Clean	\$ 330.00	\$ 330.00	\$ 660.00
Total:	\$ 7,361.00	\$ 7,361.00	\$ 14,722.00

Project's Total Cost: \$ 14,722.00 Grant Amount: \$ 7,361.00

13. Non Guarantee

*Completion and submittal of this application and conformance with the terms of this application **does not guarantee** a grant award.*

FOR OFFICE USE ONLY

Application # _____

14. SIGNATURES

I HEREBY CERTIFY if awarded a grant, I agree to comply with *Secretary of the Interior's Standards for the Treatment of Historic Properties*. I also acknowledge that I have read and understand this program's policy guidelines and confirm that I understand that a failure to act in accordance with these terms, whether prior to or after an award, may result in a recapture and or forfeiture of funds.



SIGNATURE OF APPLICANT

DATE



SIGNATURE OF OWNER

DATE

(IF DIFFERENT FROM APPLICANT)

15. OUTSIDE OF DEADWOOD GRANT APPLICATION CHECKLIST

The following information must be presented with this application before being reviewed by the Deadwood Historic Preservation Commission (Incomplete applications will not be reviewed).

Attachments:

- a. Floor plan(s) (when necessary).
- b. Site plan(s) (when necessary).
- c. Photographs.
- d. Copy of deed or notarized letter of authorization if property is not owned by the applicant.
- e. Verification of listing on or eligibility for listing on the National Register of Historic Places.
- f. Submission of specifications and contracts.
- g. Description of work (if additional space was necessary to explain the project).
- h. Description of the relationship of the project to Deadwood.
- i. Preservation Reports and blueprints (when necessary).
- j. Work Schedule.
- k. Answer to impact on Historic Characteristics questions.
- l. Answer to property use question.
- m. Answer to Maintenance question.
- n. Cost estimates.
- o. Proof of match on a least a 50/50 basis is enclosed.
- p. The applicant has signed and dated this application, as well as the owner of the property, if necessary.

16. APPLICATION SUBMITTAL/CONTACT INFORMATION

Applications may be mailed or hand delivered to:

City of Deadwood
Historic Preservation Office
108 Sherman Street
Deadwood, SD 57732

For Questions Please Contact:
(605) 578-2082 or
hpadmin@cityofdeadwood.com
kevin@cityofdeadwood.com



Estimate

ADDRESS

SHIP TO

ESTIMATE # 1056

DATE 07/16/2025

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	General Construction Services	Remove Debris from Fallen ceiling: Ceiling tiles, insulation. Clean furniture and other items affected by debris	1	2,500.00	2,500.00T
	General Construction Services	Electrical work needed to repair ceiling	1	4,500.00	4,500.00T
	General Construction Services	Replaice Ceiling tile with current like Kind.	380	9.00	3,420.00T
	General Construction Services	Blow in insulation to match previous r value.	380	5.90	2,242.00T
	General Construction Services	Replace ceiling trim.	95	7.00	665.00T
	Equipment Rental	Dump trailer rent and dump fees.	1	750.00	750.00T
SUBTOTAL					14,077.00
TAX					281.54
TOTAL					\$14,358.54

Accepted By

Accepted Date





















Odd Fellows Building



140 S Chicago St Built: 1890

Built in 1893 by architect Charles Bruce and contractor A.D. McKay, the Odd Fellows Building blended pressed brick with sandstone trim from Marty Quarry and an elaborate terra-cotta cornice. The ground floor first held Al Dearduff's Saloon, while the Independent Order of Odd Fellows met upstairs for more than 50 years. As the 1893 northern addition to the earlier 1889 Petty Building, it forms the unified Barnes-Shope Block; the two remain linked on the National Register of Historic Places though separately owned. Over time, the Odd Fellows has endured as a downtown landmark, home to everything from saloons and shops to professional offices and studios.

HISTORICHOTSPRINGSSD.COM

LAND USE LEASE AGREEMENT

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 BLACK HILLS CHAIR LIFT COMPANY with a record address of 21120 Stewart Slope Rd, Lead, South Dakota 57754 (hereinafter referred to as "BHCLC").

CITY and BHCLC agree that BHCLC shall rent billboard space on CITY property under the following terms and conditions:

I.

The term of this lease shall be twelve (12) months and shall begin the 1st day of November, 2025 and end the 31st day of October, 2026. This lease shall be for space on land described as Tract 3; Being a subdivision of the Detroit Lode, M.S. 771, The Terminus Lode, M.S. 772, The Depot Lode, M.S. 773 and the Uncle Tom Lode, M.S. 774; Excepting there from Highway Right-of-Way; Located in the NE1/4, SE1/4, SW1/4 and NW1/4 of Sections 5, T4N, R3E, B.H.M., Lawrence County, South Dakota, otherwise known as the "Terry Peak turnoff," owned by CITY. CITY agrees no further leases will be granted on this land.

II.

BHCLC agrees to pay to CITY as rent the sum of Three Hundred Dollars and 00/100s (\$300.00) for sign face, sales tax exempt, per month due and payable on or before the 1st day of November, 2025, and on the first day of each month thereafter through October, 2026.

The parties acknowledge the rent to be paid for this lease is a rental amount for the period referenced above, and that BHCLC is obligating itself to pay these fees per month for such period without regard to whether or not BHCLC uses such land. However, the parties acknowledge this lease may be terminated early pursuant to paragraph VI below.

All rent shall be paid and received by the City Finance Officer on the due date or BHCLC shall be assessed a late charge of ten percent (10%) of the unpaid and outstanding rent. If the rent payment is more than ten (10) days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the space without notice to BHCLC. BHCLC agrees it is entitled to no further notice under this section

III.

BHCLC agrees to abide by all rules and regulations established by CITY for the space. This lease shall not be assigned, sublet, or transferred to any other property, without the written consent of CITY.

IV.

BHCLC agrees it is merely space to place a billboard and that such rent does not include protection of the billboard. BHCLC acknowledges and agrees that it is taking the same risks of the billboard being stolen or damaged that it would take if it placed the billboard on its own property. BHCLC further agrees if anyone steals or damages its billboard, BHCLC will not request CITY to pay for any such losses incurred. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to BHCLC'S billboard, while placed on its land. BHCLC agrees that no bailment is created under this lease agreement, and it shall use CITY property at its own risk and responsibility.

V.

BHCLC shall assume all risks incident to the use of the premises 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 BHCLC, and against any loss, damage or expense resulting from injury to BHCLC.

VI.

Either BHCLC or CITY may terminate this agreement by notifying the other party in writing at least thirty (30) days prior to the proposed termination date. If either party terminates the agreement, BHCLC must, at its own cost, remove its billboard located at Tract 3, Lawrence County, South Dakota.

Dated this 6th day of October, 2025.

CITY OF DEADWOOD:

Charlie Struble-Mook, Mayor

ATTEST:

Jessicca McKeown, Finance Officer

Dated this _____ day of October, 2025.

BLACK HILLS CHAIR LIFT COMPANY

By: William London

Its: _____

State of South Dakota)

) SS

County of Lawrence)

On this ____ day of October, 2025, before me, the undersigned officer, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

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

(SEAL)

Notary Public

My Commission Expires: _____

VEHICLE PARKING LEASE AGREEMENT

This lease AGREEMENT, hereinafter referred to as "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 JP TOWING COMPANY, a sole proprietorship with a record address of 73 Sherman St Deadwood, SD, 57732, hereinafter referred to as "JP TOWING."

CITY and JP TOWING agree that CITY will lease to JP TOWING, a total of approximately 1,200 square feet of property at the City's Cold Storage Facility (hereinafter "leased property") for the parking of towed motor vehicles under the following terms and conditions:

I.

The term of this AGREEMENT shall be sixty (60) months, commencing October 1, 2025, and terminating on September 30, 2030. The parties acknowledge and agree that CITY, its employees, representatives, agents, and invitees may use the leased property for disposal of excess snow by providing notice to JP TOWING of the need for such use. JP TOWING shall use its best efforts to make the leased property available for this use.

II.

JP TOWING agrees to pay to CITY as rent the sum of One Hundred and Fifty Dollars and 00/100 Dollars (\$150) per month for the leased property, for a total of One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00), per year for the sixty (60) months of this lease. The monthly \$150 payments are each due and payable on or before the 15th day of each month, respectively. If the rent payment is more than fifteen (15) days overdue, and JP TOWING has not communicated its intentions for payment within such fifteen (15) day period, CITY may, at its sole option, deem this AGREEMENT terminated and take any necessary action to evict JP TOWING from the leased premises.

As additional consideration for this AGREEMENT, JP TOWING agrees that it shall provide free towage of dead storage for the entire 60 months of this lease term.

III

JP TOWING agrees to abide by all rules and regulations established by CITY. This AGREEMENT shall not be assigned, sublet, or transferred to any other party, without the written consent of CITY, which may be granted or withheld in CITY's sole and absolute discretion.

IV.

JP TOWING agrees to accept the leased property in its current condition, as is, where is, and with all faults, hereby excluding all express and implied warranties of any kind from CITY.

V.

JP TOWING shall indemnify and hold CITY harmless from and against any and all claims or liability from any injury or damage of any person or property arising from JP TOWING's use of the leased property, or from the conduct of JP TOWING's business, or from any activity, work or things done, permitted or suffered by JP TOWING in or about the leased property or elsewhere. JP TOWING shall further indemnify and hold harmless CITY from and against any and all claims arising from any breach or default in the performance of any obligation on JP TOWING's part to be performed under this lease, or arising from any negligence of JP TOWING or JP TOWING's agents, contractors or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or action or proceeding brought against CITY. In the event any action or proceeding is brought against CITY by reason of any such claim, JP TOWING, upon notice from CITY, shall defend the same at JP TOWING's expense by counsel satisfactory to CITY. JP TOWING, as a material part of the consideration to CITY, hereby assumes all risk of damage to property or injuries to persons, in, upon or about the leased property arising from any cause and hereby waives all claims in respect thereof against CITY. This Section does not require JP TOWING to be responsible for or defend against claims or damages arising solely from errors or omissions of CITY, its officers, agents or

employees. JP TOWING agrees to liability insurance coverage of at least \$1,000,000 to protect the interests of JP TOWING and CITY for the time period of JP TOWING's use as described in this lease, naming CITY as an additional named insured and will provide proof of insurance coverage upon execution of this AGREEMENT and at least once per year throughout the term of this lease.

VII.

Either party may terminate this AGREEMENT upon 30 days notice to the other party by providing written notice of termination. Upon receipt of notice JP TOWING agrees that it shall remove all vehicles stored upon the leased property within 30 days of receipt of notice of termination of this AGREEMENT.

VIII.

JP TOWING agrees that it is taking sole responsibility for any vehicles stored on the leased property. Any theft or damage to vehicles stored on the leased property shall be the sole responsibility of JP TOWING and JP TOWING shall hold CITY harmless for any damages incurred to these vehicles.

VIII.

This AGREEMENT represents the final terms agreed to by both parties and supersedes any and all previous agreements and/or understandings, whether written or verbal. This AGREEMENT may not be modified except by an instrument in writing signed by the parties.

If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

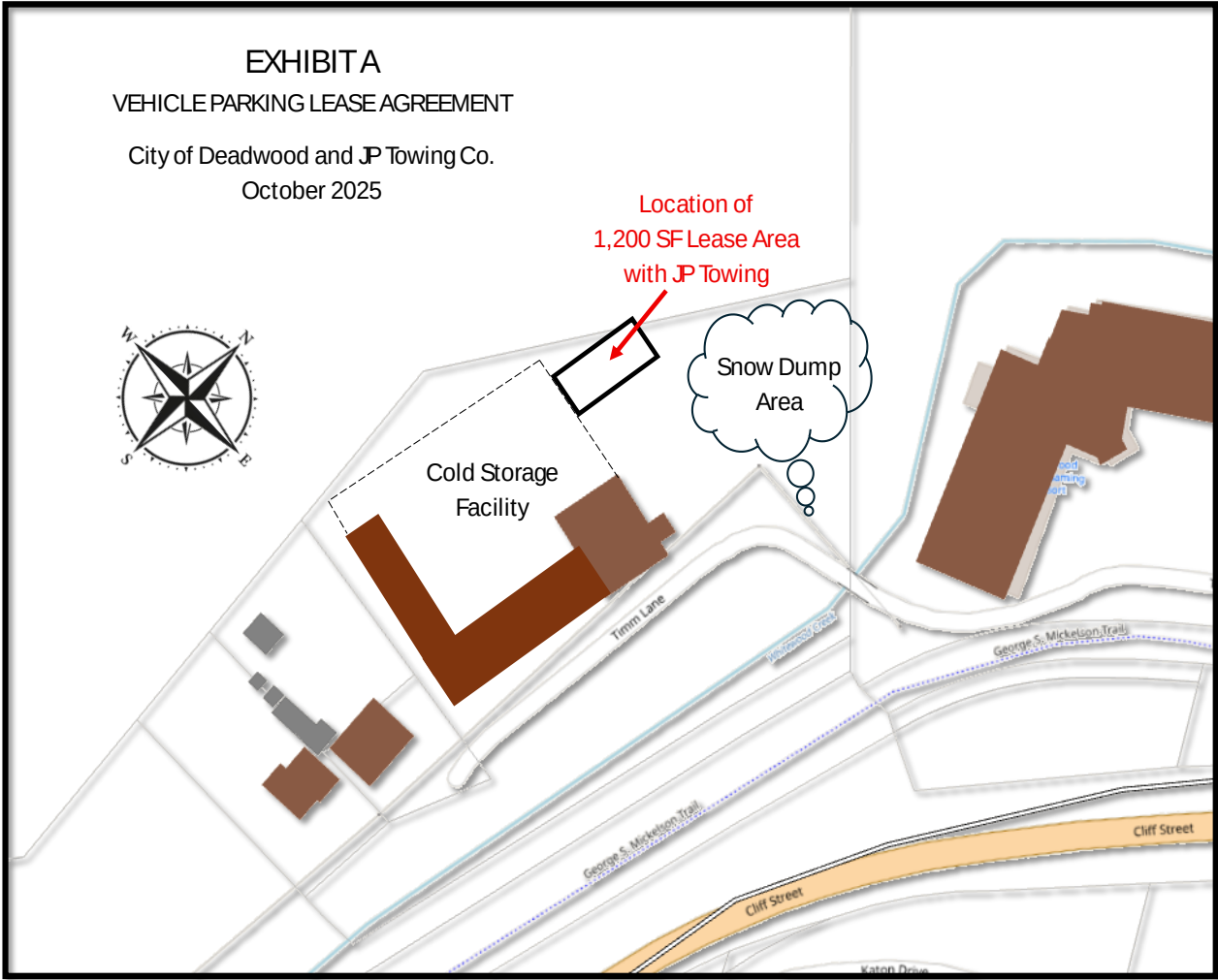
The failure of either party to enforce any of the provisions of this lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.

This AGREEMENT is binding on all heirs, assigns or parties who lawfully succeed to the rights or take the place of the JP TOWING or CITY.

The parties as entities warrant they have full authority to enter into this AGREEMENT and in doing so are not violating their charter, articles, by-laws or other such documents and that the undersigned representatives of such parties are fully authorized to enter into this AGREEMENT on behalf of and in the name of the parties to make this AGREEMENT fully binding on them.

IX

TIME IS OF THE ESSENCE OF THIS AGREEMENT. In the event of any breach of this lease by JP TOWING, except for payment under Section II, which shall not have been cured within fifteen (15) days, then CITY, may terminate this lease and pursue all rights or remedies it may have in law or equity. All notices of default under this Section shall be in writing and may be given by: (1) certified mail, postage prepaid, addressed to the JP TOWING; (2) hand delivery to JP TOWING; or, (3) process server, civil deputy or other official. All notices shall be deemed to be received by the JP TOWING on the earlier of (1) two days after the date of posting by certified mail; or (2) the date of actual receipt if delivered by hand or by personal service.



AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
SYLVAN WORKS, LLC RE: 57 VAN BUREN AVE.
RETAINING WALL

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," Lance Bobolz dba The FHT Co. LLC, owner of 57 Van Buren Ave., Deadwood, South Dakota, hereinafter referred to as "OWNER," and Sylvan Works, LLC with its principal place of business located at 74 Van Buren Ave, Deadwood, SD 57732, hereinafter referred to as "CONTRACTOR;"

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the reconstruction of the retaining wall located at 57 Van Buren Ave. in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; and

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

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

WHEREAS, CITY has accepted the bid proposal from CONTRACTOR and provides compensation in the amount of Nineteen Thousand and 00/100 Dollars (\$19,000.00);

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

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide Reconstruction of the Retaining Wall located at 57 Van Buren Avenue;
3. CONTRACTOR shall be responsible for all applicable permitting;

4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;
5. CONTRACTOR shall keep driveway and entrances serving the premises clear and available to adjacent Owner, Owner's employees and emergency vehicles at all times and will not use these areas for parking or storage of materials;
6. CONTRACTOR shall provide access to all streets at all times and use traffic control as required;
7. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
8. CONTRACTOR shall be responsible for any damages to any utilities caused by its project operations;
9. Requirements for payment schedule, change order documentation and approval are responsibility of OWNER with concurrence from the CITY. Construction to be completed within 90 days of Notice of Proceed. Liquidated damages in the amount of \$100.00/day will be assessed for each day past the 90-day limit in which construction is not completed.
10. CONTRACTOR shall fully execute the work described in the Contract Documents;
11. Final payment, constituting the remaining unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by CITY;
12. CONTRACTOR shall comply with the following miscellaneous provisions:
 - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
 - b. All work shall be done in a professional workmanlike manner;
 - c. All work will be subject to final inspection by Historic Preservation Officer before acceptance;
 - d. All work is to be completed in accordance with existing building codes;
 - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
 - f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect them from any claims or damages arising out of or in conjunction with the work contemplated herein; and

- g. CONTRACTOR agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.
13. OWNER agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of OWNER in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this ____ day of _____, 2025.

CITY OF DEADWOOD

By: _____
Charlie Struble Mook, Mayor

ATTEST:

Jessicca McKeown
City Finance Officer

Dated this ____ day of _____, 2025.

OWNER:

Lance Bobolz dba The FHT Co. LLC

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2025, before me, the undersigned officer, personally appeared Lance Bobolz, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public

My Commission Expires: _____

Dated this ____ day of _____, 2025

Sylvan Works, LLC

By: _____

Its: President

State of South Dakota)
) SS
County of _____)

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

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

(SEAL)

Notary Public
My Commission Expires: _____



September 12, 2025

Jared Schippers
jared@albertsonengineering.com

RE: 34/35 Jackson Street
Change Proposal #01: Electrical and Utilities

Dear Jared,

Enclosed, please find our proposal cost summary for the unforeseen electrical and utility work. No other work shall be assumed to be included in this proposal other than what is shown on the attached cost summary forms. We are not requesting any additional days be added to the end of the contract for this added work but reserve the right to should delays in approval or otherwise arise. We are not requesting any additional general conditions costs for this extension of work.

Please advise if you wish to accept this proposal and should you have any questions, or require further information, please do not hesitate to contact our office.

Kind Regards,

Josiah Scull

Josiah Scull
Project Manager/ Estimator
R.C.S. Construction, Inc.
josiah@rcsconst.com

CC: RCS File, Kevin Kuckenbecker



Safety • Quality • Communication • Timeliness

P.O. Box 9337 • Rapid City, SD 57709-9337
Phone (605) 342-3787 • Fax (605) 348-4041
www.rcsconst.com



R.C.S. CONSTRUCTION, INC.

PROPOSAL COST SUMMARY

Subject: 34-35 Jackson Street

RFP #1: Electrical, Utilities

Date: 9/12/2025

General Contractor:	MATERIAL	LABOR	EQUIP.	SUBS.
1 Supervision/Project Mangement		\$0.00		
2 Install new sewer and water lines	\$1,220.00	\$2,200.00	\$550.00	
3				
4				
5				
Subcontractors/ Suppliers:				
1 Electrical: Rath Electric - see attached				\$2,028.15
2				
3				
4				
5				
6				
7				
Taxes - Material - Equip 4.2%	\$51.24		\$33.00	
Labor Burden Markup%		\$550.00		
TOTALS:	\$1,271.24	\$2,750.00	\$583.00	\$2,028.15

RECAP

Material	\$1,271.24
Labor	\$2,750.00
Equipment	\$583.00
Subs	\$2,028.15
Subtotal	\$6,632.39

GC - Overhead	10%	\$663.24
Subtotal		\$7,295.63

GC - Profit	10%	\$729.56
Subtotal		\$8,025.19

Insurance	1.70%	\$136.43
Subtotal		\$8,161.62

Excise Tax	2.04%	\$166.58
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TERO/Solid Waste	0.00%	\$0.00
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Net Increase or Decrease	\$8,328
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RECAP

Contractor Costs	\$6,300.05
Subcontractor Costs	\$2,028.15
Net Increase or Decrease	\$8,328
Change in Working days	TBD

Signed:

Josiah Scull

Josiah Scull, Project Manager
R.C.S. Construction

Rath Electric LLC
PO Box 88
Whitewood, SD 57793
605-645-9541
Invoice #4

[illegible]

Rath Electric LLC
PO Box 88
Whitewood, SD 57793
605-645-9541
Invoice# 5

Bill To:			RCS Construction	Job Location:	
Job:			disconnect electrical line to garage	35 Jackson St. Deadwood	
Description of work: Fix electrical conduit for street lighting					
Quantity	Decscription of materials used			Price	Amount
1.5	1-1/4" pvc			\$23.66	\$35.49
3	couplings			\$2.33	\$6.99
100	ft #10 thhn			\$0.40	\$40.00
1	wire nuts			\$4.00	\$4.00
Date	Jason Hours	Hours	Total Material	\$86.48	
5/24/25	3	3	Total Hours	6	
			Hourly Rate	\$95.00	
			Total Labor	\$570.00	
			Permit		
			Excise Tax		
Completion Date:			Total	\$656.48	

Rath Electric LLC
PO Box 88
Whitewood, SD 57793
605-645-9541

Invoice

Bill To: RCS Construction			Job Location:	
Job: 35 Jackson Street Retaining Wall			35 Jackson St. Deadwood	
Description of work: Run new conduit and wire to garage				
Quantity	Decsription of materials used		Price	Amount
3	sticks of 1" pvc		\$18.22	\$54.66
160	ft 100 amp copper thhn		\$1.45	\$232.00
1	threadless connector		\$19.25	\$19.25
4	insulated lugs		\$32.14	\$128.56
40	10/3 uf		\$1.98	\$79.20
2	1" fittings		\$1.50	\$3.00



**METERING AND
TECHNOLOGY
SOLUTIONS**

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

Estimate

#EST4226

7/22/2025

Customer

EMAIL INVOICES
City of Deadwood
Deadwood SD 57732
United States

TOTAL

\$17,858.00

Expires: 10/20/2025

Expires

10/20/2025

Sales Rep

Farrell Anderson

Quantity	Item	Rate	Amount
1	ESTIMATE PART NUMBER ***** Promo kit ***** - Panasonic Fz-G2 Tablet with Charger - Mobile Integrated System Receiver Kit (MISR) - Orion ME & CE One-way receiver with Antenna Assembly, Receiver License Certificates, RF Filter, and USB 3.0 A-B cable, 6ft. Kit reads ORION® ME, Mobile M, and CE endpoints using the Mobile Integrated System Receiver (MISR) and ORION® Mobile Read (OMR). **This item is a custom order and is non-returnable and non refundable** ***Marketing Program pricing is valid for POs received by December 31, 2025,	\$17,858.00	\$17,858.00

Subtotal \$17,858.00

Tax Total (0%) \$0.00

Total \$17,858.00

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



Sales Quote

KIESLER POLICE SUPPLY
2802 SABLE MILL RD
JEFFERSONVILLE, IN 47130

Bill-to Customer

DEADWOOD POLICE DEPARTMENT
100 SHERMAN ST.
DEADWOOD, SD 57732

Ship-to Address

DEADWOOD POLICE DEPARTMENT
Patrick Kaiser 605-578-2623
100 SHERMAN ST.
DEADWOOD, SD 57732

Your Reference
Bill-to Customer No. L00190
Tax Registration No.

Salesperson KJELL BJORGEN
Email
Home Page
Phone No.

No. Q167097
Document Date September 12, 2025
Due Date October 12, 2025

Payment Terms
Payment Method
Tax Identification Type Legal Entity
Shipment Method Standard

Patrick Kaiser
605-578-2623
patrick@cityofdeadwood.com

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
GLOCPA45S5202MOS	GLOCK 45MOS GEN5 9MM PISTOL BLACK, FRONT SERRATION , FIXED SIGHTS AMRKE	20	EACH	429.00	8,580.00
VORTDFST-MRD3	VORTEX OPTICS DEFENDER ST 3MOA MICRO RED DOT SIGHT CHORM	20	EACH	205.26	4,105.20
SAFA6390RDS-2832-481	SAFARILAND MODEL 6390RDS ALS LVL I RETENTION DUTY HOLSTER FOR GLOCK 19MOS (ALL GEN5) W/ LIGHT (ITI M3, TLR-1/TLR-1HL, X200/X300/X300U, INFORCE APL, NIGHTSTICK TWM-350/TWM-350S/TWM-850/ TWM-850S), W/ OPTIC (LEUPOLD DELTAPOINT PRO, TRUICON SRO/RMR, DR. OPTICS, J-POINT, VORTEX VIPER, BURRIS FASTFIRE), STX BASKETWEAVE FINISH, BLACK, RIGHT HAND, MID-RIDE CCEOA	18	EACH	132.99	2,393.82
SAFA6390RDS-2832-482	SAFARILAND MODEL 6390RDS ALS LVL I MID-RIDE RETENTION DUTY HOLSTER FOR GLOCK 19MOS (ALL GEN5), W/ LIGHT (ITI M3, TLR-1/TLR-1HL, X200/X300/X300U, INFORCE APL, NIGHTSTICK TWM-350/TWM-350S/ TWM-850/TWM-850S), W/ OPTIC (LEUPOLD DELTAPOINT PRO, TRUICON SRO/RMR, DR. OPTICS, J-POINT, VORTEX VIPER, BURRIS FASTFIRE), STX BASKETWEAVE FINISH, BLACK, LEFT HAND CCEOA	2	EACH	132.99	265.98



No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
KIESLER TRADE GUNS	PLEASE NOTE: KIESLER POLICE SUPPLY ONLY ACCEPTS TRADE IN FIREARMS IN LEGAL,WORKING CONDITION. FIREARMS THAT ARE BROKEN,DEFECTIVE,WITH MISSING OR AFTERMARKET MAGS WILL BE RETURNED OR REDUCED IN PRICE-\$10.00 PER MAG &-\$15.00 FOR NON WORKING NIGHT SIGHTS-ANY ILLEGAL FIREARM (INCLUDING SAWED OFF BARREL & NO SERIAL NUMBERS,ETC) WILL NOT BE ACCEPTED!! DO NOT SHIP!!!! KIESLER IS NOT RESPONSIBLE FOR SHIPPING, COST OF SHIPPING OR ITEMS LOST/DAMAGED IN TRANSIT BY CUSTOMER OR THIRD PARTY	1	EACH	0.00	0.00
KIESLER NOTE	TRADE IN SIG P226E 9MM W/WOODEN HANDLE AND 'DEADWOOD' ENGRAVED ***No Shipping Charge For Trade in Kjell will pick up*****	15	EACH	-400.00	-6,000.00
KIESLER NOTE	TRADE IN SIG SAUER SP2022 .40 CAL *****No Shipping Charge For Trade in Kjell will pick up**	1	EACH	-235.00	-235.00
KIESLER NOTE	TRADE IN GLOCK 22 .40 CAL *****No Shipping Charge for Trade in Kjell will pick up***	1	EACH	-235.00	-235.00
SHIPPING	SHIPPING CHARGE	1	EACH	175.00	175.00
KIESLER DISCLAIMER	THIS QUOTE/ORDER IS BASED ON CURRENT MARKET CONDITIONS AND TARIFF RATES AS OF THE DATE LISTED ON QUOTE. WE RESERVE THE RIGHT TO ADJUST THE FINAL PRICE TO REFLECT ANY UNFORESEEN CHANGES IN TARIFFS OR OTHER APPLICABLE TAXES THAT MAY OCCUR BETWEEN THE DATE OF THIS QUOTE AND THE DATE OF DELIVERY. WE WILL NOTIFY YOU OF ANY SUCH PRICE ADJUSTMENTS AS SOON AS POSSIBLE.	1	EACH	0.00	0.00
FORMAT KJELL	QUOTED BY KJELL BJORGEN KIESLER POLICE SUPPLY 2802 SABLE MILL ROAD JEFFERSONVILLE, IN 47130 THIS QUOTE IS VALID FOR 30 DAYS. KBJORGEN@KIESLER.COM	1	EACH	0.00	0.00
KIESLER SIGNATURE	SIGN/DATE TO APPROVE PURCHASE X _____ SIGNATURE REQUIRED X _____ DATE X _____ PHONE# FOR FED X QUESTIONS	1	EACH	0.00	0.00
Amount Subject to Sales Tax				0.00	
Amount Exempt from Sales Tax				0.00	



	Page 3 / 3
Subtotal	9,050.00
Total Tax	0.00
Total \$ Incl. Tax	0.00
Tax Amount	0.00

KIESLER POLICE SUPPLY FFL# 4-35-019-11-7M-08220

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.

602-4330 - 425

Section 6 Item p.

NORTHWEST PIPE FITTINGS, INC.

Wholesale Plumbing, Heating, Water Works & Industrial Supplies. SERVICE with our own trucks.

P.O. BOX 920 • 2309 W. OMAHA

RAPID CITY, SOUTH DAKOTA 57709

PHONE 605-342-5587 • FAX # 605-342-0673

(REMIT TO P.O. BOX 920, RAPID CITY, SD 57709)

INVOICEALWAYS REFER TO
THIS INVOICE NO.

PAGE NUMBER	INVOICE NO.
1	1532794
21781	09/12/25
CUSTOMER ACCOUNT NO.	INVOICE DATE

SOLD CITY OF DEADWOOD
TO: 67 DUNLAP AVE
 DEADWOOD, SD 57732

SHIP CITY OF DEADWOOD
TO: 67 DUNLAP AVE
 DEADWOOD, SD. 57732

DATE SHIPPED	SALESPERSON	JOB NAME	PURCHASE ORDER NO.	SHIP VIA	TERMS
09/12/25	DEDU	water break		WILL CALL	2% 10TH PROX NET 30

ITEM NO	QUANTITY ORDERED	QUAN. B.O.	QUANTITY SHIPPED	DESCRIPTION	UNIT PRICE	DISC	EXTENDED PRICE
1	4		4	2219386 421-12621367-331 12" TOP BOLT CPLG W/ ANODE CONNECTION - 12.62 OD - 13.67 OD Water 425	646.65	**	2586.60
*** We appreciate your business ***							

"ITEMS ORDERED BUT NOT SHIPPED
 HAVE BEEN CANCELLED AND WILL
 NOT BE SHIPPED UNLESS ENTERED
 IN COLUMN HEADED 'B.O.' ITEMS
 ENTERED IN 'B.O.' COLUMN WILL BE
 SHIPPED UPON RECEIPT."

FREIGHT CHARGE TO FOLLOW ON INVOICE#

PAST DUE ACCOUNTS SUBJECT TO
 TIME PAY DIFFERENTIAL OF 1.5% PER MONTH

WHEN YOU PROVIDE A CHECK AS PAYMENT, YOU AUTHORIZE US EITHER
 TO USE INFORMATION FROM YOUR CHECK TO MAKE A ONE TIME
 ELECTRONIC FUND TRANSFER FROM YOUR ACCOUNT OR TO PROCESS
 THE PAYMENT AS A CHECK TRANSACTION.
 FOR INQUIRIES PLEASE CALL: 605-342-5587



SALE AMOUNT	2586.60
MISC. CHARGES	0.00
SALES TAX	0.00
FREIGHT	
TOTAL	2586.60

Tallgrass Landscape Architecture

413 North 4th Street
Custer, SD 57730
(605) 673-3167
info@tallgrasslandscapearchitecture.com
www.tallgrasslandscapearchitecture.com



INVOICE

BILL TO
City of Deadwood
108 Sherman Street
Deadwood, SD 57732

INVOICE	2025-136
DATE	09/17/2025
TERMS	Net 30
DUE DATE	10/17/2025

PROJECT NAME
Deadwood 85/285 Parking Lot

TALLGRASS NUMBER
2025-031

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Master Planning:Master Planning 85/385 Parking lot concepts & Cost Estimate	1	3,720.00	3,720.00
			SUBTOTAL	3,720.00
			TAX	0.00
			TOTAL	3,720.00
			BALANCE DUE	\$3,720.00

Invoice**Mack's Auto Body LLC**3120 4th Ave
Spearfish, SD 57783605-642-4143 Phone
605-644-1343 Fax

Date	Invoice #
9/5/2025	2025-055

Bill ToATTN ACCOUNTS PAYABLE
CITY OF DEADWOOD
102 SHERMAN
DEADWOOD SD 57732

Description	Amount
Auto Body Parts, Materials & Labor 2021 Dodge Durango VIN 1C4SDJFT8MC662904 Initial estimate \$3855.95, per Loren at Claims Associates attached email, the City was paid directly Supplement \$209.15 per Loren at Claim Associates attached email, the City was paid directly *Please note that the vandalism of two separate vehicles was lumped together on one claim and initially paid together. This billing is for the first of two repairs. Total owed \$4065.10 for repair of the above vehicle Municipality-Sales Tax Exempt 6.2% Sales Tax	3,855.95 209.15
Please pay from this invoice. If you have any questions, please call. Sincerely, Jeneen Mack (605) 642-4143 <i>Submitted by Jeneen Mack</i> <i>Mack's Auto Body LLC</i> <i>09/05/2025</i>	
Total	\$4,065.10

Jeneen Mack

From: Loren Sedevie
Sent: Friday, September 05, 2025 10:40 AM
To:
Subject: City of Deadwood Claim 122715

Here is what we have paid so far on the Durangos...

2904 - \$3,855.95

2904 - \$209.15

3037 - \$2,071.50

Total \$6,136.60 – less \$1,000.00 deductible - \$5,136.60 is what we have paid to Deadwood.

Loren Sedevie
Claims Associates, Inc
PO Box 9595
Rapid City, SD 57709
(605) 371-1111



Virus-free www.emsnet.com



MACK'S AUTO BODY LLC

Where Quality & Craftsmanship Come Together
 3120 4TH AVE, SPEARFISH, SD 57783
 Phone: (605) 642-4143
 FAX: (605) 644-1343

Workfile ID: 4b813ef6
 Federal ID: 27-1557205
 Resale Number: 1022-2799-ST

Preliminary Supplement 1 with Summary

Customer: CITY OF DEADWOOD

Written By: Eugene Mack

Job Number:

Insured: CITY OF DEADWOOD
 Type of Loss:
 Point of Impact:

Policy #:
 Date of Loss:

Claim #:
 Days to Repair: 0

Owner:
 CITY OF DEADWOOD
 102 SHERMAN ST
 DEADWOOD, SD 57732
 (605) 920-0536 Cell

Inspection Location:
 MACK'S AUTO BODY LLC
 3120 4TH AVE
 SPEARFISH, SD 57783
 Repair Facility
 (605) 642-4143 Business

Insurance Company:

VEHICLE

2021 DODG Durango Pursuit AWD (Fleet) 4D UTV 8-5.7L Gasoline Sequential MPI BLACK MET

VIN: 1C4SDJFT8MC662904
 License: STY1577
 State: SD

Interior Color:
 Exterior Color:
 Production Date:

BLACK MET

Mileage In: 0
 Mileage Out:
 Condition:

Vehicle Out:
 Job #:

TRANSMISSION

Automatic Transmission
 4 Wheel Drive

POWER

Power Steering
 Power Brakes
 Power Windows
 Power Locks
 Power Mirrors
 Heated Mirrors
 Power Driver Seat

DECOR

Dual Mirrors
 Privacy Glass
 Console/Storage
 Overhead Console

CONVENIENCE

Air Conditioning
 Intermittent Wipers
 Tilt Wheel
 Cruise Control
 Rear Defogger
 Keyless Entry
 Message Center
 Steering Wheel Touch Controls
 Rear Window Wiper
 Telescopic Wheel
 Climate Control
 Dual Air Condition
 Backup Camera
 Parking Sensors

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

Xenon or L.E.D. Headlamps

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler

California Emissions

TRUCK

Rear Step Bumper

Preliminary Supplement 1 with Summary

Customer: CITY OF DEADWOOD

2021 DODG Durango Pursuit AWD (Fleet) 4D UTV 8-5.7L Gasoline Sequential MPI BLACK MET

Job Number:

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	ROOF						
2	*	Rpr Roof panel w/o sunroof					
3		Add for Clear Coat				1.5	3.8
4		R&I RT Roof molding					1.5
5		R&I LT Roof molding				0.5	
6		R&I RT Side rail				0.5	
7		R&I LT Side rail				0.3	
8	PILLARS, ROCKER & FLOOR					0.3	
9	*	Repl LT Rocker molding w/chrome	1PA95RXFAG	1	425.00	0.9	0.0
10	FRONT DOOR						
11	*	Rpr LT Door shell					
12		Overlap Major Adj. Panel				3.5	2.4
13		Add for Clear Coat					-0.4
14		R&I LT Power mirror w/o memory billet silver				0.3	0.4
15		R&I LT Handle, outside chrome				0.3	
16		R&I LT R&I trim panel				0.4	
17		Repl LT Door glass Dodge	68068671AE	1	385.00	0.7	
18	REAR DOOR						
19	*	S01 Rpr LT Door shell					
20		Overlap Major Adj. Panel				7.5	2.4
21		Add for Clear Coat					-0.4
22		Repl LT Applique front	57010261AJ	1	69.45	0.2	0.4
23		R&I LT Handle, outside chrome				0.4	
24		R&I LT R&I trim panel				0.4	
25		Repl LT Door glass Dodge w/o deep tint	68084823AD	1	131.00	0.4	
26	VEHICLE DIAGNOSTICS						
27	*	Rpr Pre-repair scan					
28	*	Rpr Post-repair scan				0.5 M	
29	#	S01 Subl RESTRIPE LEFT SIDE		1	209.15 X	0.5 M	
30	#	S01 Decal Removal		1		1.0	
SUBTOTALS					1,219.60	20.1	10.1

Preliminary Supplement 1 with Summary

Customer: CITY OF DEADWOOD

2021 DODG Durango Pursuit AWD (Fleet) 4D UTV 8-5.7L Gasoline Sequential MPI BLACK MET

Job Number:

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					
Body Labor	19.1 hrs	@	\$ 75.00 /hr		1,010.45
Paint Labor	10.1 hrs	@	\$ 75.00 /hr		1,432.50
Mechanical Labor	1.0 hrs	@	\$ 100.00 /hr		757.50
Paint Supplies	10.1 hrs	@	\$ 55.00 /hr		100.00
Miscellaneous					555.50
Subtotal					209.15
Grand Total					4,065.10
					4,065.10

Preliminary Supplement 1 with Summary

Customer: CITY OF DEADWOOD

2021 DODG Durango Pursuit AWD (Fleet) 4D UTV 8-5.7L Gasoline Sequential MPI BLACK MET

Job Number:

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Changed Items							
19	*	Rpr LT Door shell					
19	*	S01 Rpr LT Door shell				-6.5	-2.4
29	#	Subl RESTRIPE LEFT SIDE				7.5	2.4
29	#	S01 Subl RESTRIPE LEFT SIDE		1	-150.00 X		
Added Items							
30	#	S01 Decal Removal		1	209.15 X		
SUBTOTALS						1.0	
					59.15	2.0	0.0

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			0.00
Body Labor	2.0 hrs @	\$ 75.00 /hr	150.00
Miscellaneous			59.15
Subtotal			209.15
Total Supplement Amount			209.15
NET COST OF SUPPLEMENT			209.15

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	3,855.95	Eugene Mack
Supplement S01	209.15	Eugene Mack
Job Total:	\$ 4,065.10	

Submitted by Greenmack
Mack's auto Body LLC 09/05/2025

THIS ESTIMATE MAY BE BASED IN WHOLE OR IN PART UPON THE PAINTLESS DENT REPAIR METHOD. EACH ITEM OF DAMAGE ADJUSTED USING THAT METHOD IS IDENTIFIED ON THE ESTIMATE. THE PAINTLESS DENT REPAIR METHOD MAY NOT BE THE APPROPRIATE REPAIR METHOD FOR ALL TYPES OF DAMAGE. IF AN INSURER IS LIABLE FOR THE DAMAGE LISTED ON THE ESTIMATE, THE INSURER SHALL PROVIDE SUFFICIENT COMPENSATION TO RESTORE THE VEHICLE TO SUBSTANTIALLY THE SAME PHYSICAL CONDITION. FOR ANY DAMAGE WHERE IT IS APPROPRIATE TO REPAIR THE VEHICLE USING THE PAINTLESS DENT REPAIR METHOD, THE INSURED MAY CHOOSE NOT TO REPAIR THE VEHICLE OR CHOOSE TO HAVE THE VEHICLE REPAIRED USING A DIFFERENT METHOD OF REPAIR. IF THE INSURED CHOOSES EITHER OF THESE OPTIONS, THE INSURER IS LIABLE ONLY FOR THE COST OF THE PAINTLESS DENT REPAIR METHOD.

Preliminary Supplement 1 with Summary

Customer: CITY OF DEADWOOD

Job Number:

2021 DODG Durango Pursuit AWD (Fleet) 4D UTV 8-5.7L Gasoline Sequential MPI BLACK MET

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3TG11, CCC Data Date 08/15/2025, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Invoice**Mack's Auto Body LLC**3120 4th Ave
Spearfish, SD 57783605-642-4143 Phone
605-644-1343 Fax

Date	Invoice #
9/25/2025	2025-062

Bill ToATTN ACCOUNTS PAYABLE
CITY OF DEADWOOD
102 SHERMAN
DEADWOOD SD 57732

Description	Amount
Auto Body Parts, Materials & Labor 2020 Dodge Durango VIN 1C4SDJFT1LC443037 Initial Estimate \$2071.50, per Loren at Claims Associates attached email, the City was paid directly Supplement \$794.65, per Loren at Claim Associates attached email, has been approved and he has requested check be sent to City Total owed \$2866.15 for repair of the above vehicle	2,071.50 794.65
Municipality-Sales Tax Exempt 6.2% Sales Tax	0.00
Please pay from this invoice. If you have any questions, please call. Sincerely, Jeneen Mack (605) 642-4143 <i>Submitted by Jeneen Mack</i> <i>Mack's Auto Body LLC</i> <i>09/25/2025</i>	
Total	\$2,866.15

Jeneen Mack

From:
Sent: Thursday, September 25, 2025 9:21 AM
To: 'Jeneen Mack'
Subject: FW: supplement

-----Original Message-----

From: Loren Sedevie
Sent: Thursday, September 25, 2025 8:52 AM
To: [@com>](#)
Subject: RE: supplement

Joan...

We are in agreement with your supplement.
I have requested that a check be sent to the City of Deadwood in the amount of \$794.65.

Thanks,

Loren Sedevie
Claims Associates, Inc
PO Box 9595
Rapid City, SD 57709
(605) 223-1111

-----Original Message-----

From: Loren Sedevie
Sent: Tuesday, September 23, 2025 11:26 AM
To: Loren Sedevie
Subject: supplement

CAUTION: This email is from an outside source. Use caution before opening attachments, clicking links or providing confidential information.

Loren

Here is the estimate with supplement for the City of Deadwood. Please call if you have any questions.

Thank You
Joan Kennedy
Macks Auto Body

Preliminary Supplement 1 with Summary

Customer: CITY OF DEADWOOD

Job Number:

2020 DODG Durango Pursuit AWD (Fleet) 4D UTV 8-5.7L Gasoline Sequential MPI BLACK MET

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		INSTRUMENT PANEL					
2	S01 R&I	LT Front dr speaker lower 6 speaker				0.3	
3		ROOF					
4	S01 R&I	LT Roof molding				0.5	
5		FRONT DOOR					
6	* S01 Rpr	LT Door shell				1.5	2.4
7		Add for Clear Coat					1.0
8	R&I	LT Power mirror w/o memory billet silver				0.3	
9	R&I	LT Handle, outside chrome				0.3	
10	R&I	LT R&I trim panel				0.4	
11	S01 R&I	LT Door w'strip				0.3	
12	S01 R&I	LT Belt molding				0.3	
13	S01 R&I	LT R&I carrier assy				0.4	
		Note: LABOR: Time includes R&R window regulator and window motor.					
14		REAR DOOR					
15	* S01 Rpr	LT Door shell				3.5	2.4
16		Overlap Major Adj. Panel					-0.4
17		Add for Clear Coat					0.4
18	R&I	LT Handle, outside chrome				0.4	
19	R&I	LT R&I trim panel				0.4	
20	#	Subl Hazardous waste removal		1	5.00 T		
21	#	Repl Cover Car		1	3.00 T		
22	#	Repl Corrosion protection primer		1	10.00 T		
23	S01 R&I	LT Door w'strip				0.2	
24	* S01 R&I	LT Rear seal				0.2	
25	S01 R&I	LT Belt molding				0.3	
26	S01 Repl	LT Applique front	57010261AJ	1	72.00	0.2	
		Note: Additional Needed/Invoice Attached					
27	S01 R&I	LT R&I carrier assy				0.4	
		Note: LABOR: Time includes R&R window regulator and window motor.					
28		QUARTER PANEL					
29	# S01 Rpr	Rope Windshield				0.5	
30	# S01 Blnd	LT Upper Outer Rail					1.2
31	* Rpr	LT Quarter panel				1.0	2.8
32		Overlap Major Adj. Panel					-0.4
33		Add for Clear Coat					0.5
34	S01 R&I	LT Qtr glass Dodge w/deep tinted				1.5	
35	# S01 Repl	Urethane kit		1	25.00		
36		REAR LAMPS					
37	R&I	LT Tail lamp assy				0.3	
38		REAR BUMPER					

Preliminary Supplement 1 with Summary

Customer: CITY OF DEADWOOD

Job Number:

2020 DODG Durango Pursult AWD (Fleet) 4D UTV 8-5.7L Gasoline Sequential MPI BLACK MET

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Changed Items							
25	*	Rpr Pre-repair scan				m -0.5	
41	*	S01 Rpr Pre-repair scan				m 0.5 M	
26	*	Rpr Post-repair scan				m -0.5	
42	*	S01 Rpr Post-repair scan				m 0.5 M	
27	#	Subl RESTRIPE LEFT SIDE		1	-150.00 T		
43	#	S01 Subl RESTRIPE LEFT SIDE		1	209.15 T		
NOTE: Invoice Attached							
Added Items							
1	INSTRUMENT PANEL						
2	S01	R&I LT Front dr speaker lower 6 speaker				0.3	
3	ROOF						
4	S01	R&I LT Roof molding				0.5	
11	S01	R&I LT Door w'strip				0.3	
12	S01	R&I LT Belt molding				0.3	
13	S01	R&I LT R&I carrier assy				0.4	
NOTE: LABOR: Time Includes R&R window regulator and window motor.							
23	S01	R&I LT Door w'strip				0.2	
24	*	S01 R&I LT Rear seal				0.2	
25	S01	R&I LT Belt molding				0.3	
26	S01	Repl LT Applique front	57010261AJ	1	72.00	0.2	
NOTE: Additional Needed/Invoice Attached							
27	S01	R&I LT R&I carrier assy				0.4	
NOTE: LABOR: Time Includes R&R window regulator and window motor.							
29	#	S01 Rpr Rope Windshield				0.5	
30	#	S01 Blind LT Upper Outer Rail					1.2
34	S01	R&I LT Qtr glass Dodge w/deep tinted				1.5	
35	#	S01 Repl Urethane kit		1	25.00		
44	#	S01 Decal Removal		1		1.0	
SUBTOTALS					156.15	6.1	1.2

West Tire and Alignment

PO Box 876

Belle Fourche, SD 57717-0876

USA

6058922001

WESTTIREANDALIGNMENT@GMAIL.COM

<https://www.westtireandalignment.com/>**Invoice****BILL TO**

TOM

CITY OF DEADWOOD

62 1/2 DUNLOP ST

DEADWOOD, SD 57732

INVOICE #	DATE	TOTAL DUE	DUE DATE	ENCLOSED
1772	08/22/2025	\$4,138.17	09/21/2025	

	DESCRIPTION	QTY	RATE	AMOUNT
WIA - Labor - Auto Repair Sales	REPLACE CARREIR BEARING	1	250.00	250.00
WIA - Labor - Auto Repair Sales	REPLACE DRAG LINK	1	150.00	150.00
WIA - Labor - Auto Repair Sales	REPLACE SWAY BAR LINK BRACKETS	1	175.00	175.00
WIA - Labor - Auto Repair Sales	EXHAUST WORK	1	350.00	350.00
WIA - Labor - Alignment	ALIGNMENT	1	350.00	350.00
RP 245/70R19.5 RM257 (deleted)	RP 245/70R19.5 RM 257	6	300.00	1,800.00
WIA-Spare Parts Sales	BRACKETS	2	62.27	124.54
WIA-Spare Parts Sales	CARRIER	1	237.57	237.57
WIA-Spare Parts Sales	DRAG LINK	1	350.16	350.16
WIA-Spare Parts Sales	NUT	1	15.42	15.42
WIA-Spare Parts Sales	BRAKES	1	335.48	335.48

TROLLEY #1

SUBTOTAL	4,138.17
TAX	0.00
TOTAL	4,138.17
BALANCE DUE	\$4,138.17

West Tire and Alignment
 PO Box 876
 Belle Fourche, SD 57717-0876
 USA
 6058922001
 WESTTIREANDALIGNMENT@GMAIL.COM
<https://www.westtireandalignment.com/>

Invoice


BILL TO

TOM
 CITY OF DEADWOOD
 62 1/2 DUNLOP ST
 DEADWOOD, SD 57732

INVOICE #	DATE	TOTAL DUE	DUE DATE	ENCLOSED
1766	08/21/2025	\$3,698.21	09/20/2025	

	DESCRIPTION	QTY	RATE	AMOUNT
WIA - Labor - Auto Repair Sales	REPLACE DRAG LINK	1	150.00	150.00
WIA - Labor - Auto Repair Sales	REPLACE REAR BRAKES	1	175.00	175.00
WIA - Labor - Auto Repair Sales	WREPLACE FRT & REAR SWAY BAR BOLTS	1	50.00	50.00
WIA - Labor - Auto Repair Sales	REPLACE CENTER BEARING ON DRIVESHAFT	1	250.00	250.00
WIA - Labor - Alignment	ALIGNMENT	1	350.00	350.00
WIA-Spare Parts Sales	CARRIER	1	237.57	237.57
WIA-Spare Parts Sales	DRAG LINK	1	350.16	350.16
WIA-Spare Parts Sales	BRAKES	1	335.48	335.48
RP 245/70R19.5 RM257 (deleted)	RP 245/70R19.5 RM257	6	300.00	1,800.00

TROLLEY #2

SUBTOTAL	3,698.21
TAX	0.00
TOTAL	3,698.21
BALANCE DUE	\$3,698.21

West Tire and Alignment
 PO Box 876
 Belle Fourche, SD 57717-0876
 USA
 6058922001
 WESTTIREANDALIGNMENT@GMAIL.COM
<https://www.westtireandalignment.com/>

Invoice


BILL TO

TOM
 CITY OF DEADWOOD
 62 1/2 DUNLOP ST
 DEADWOOD, SD 57732

INVOICE #	DATE	TOTAL DUE	DUE DATE	ENCLOSED
1768	08/21/2025	\$4,397.85	09/20/2025	

	DESCRIPTION	QTY	RATE	AMOUNT
WTA-Spare Parts Sales	BRAKES	1	335.48	335.48
WTA-Spare Parts Sales	DRAG LINK	1	350.16	350.16
WTA-Spare Parts Sales	CARRIER	1	237.57	237.57
LU9Z 5L496 A BRACKET	LU9Z 5L496 A BRACKET	1	62.27	62.27
W520216 S440 NUT	W520216 S440 NUT	1	1.89	1.89
WTA - Labor - Alignment	ALIGNMENT	1	350.00	350.00
RP 245/70R19.5 RM257 (deleted)	RP 245/70R19.5 RM527	6	300.00	1,800.00
WTA - Labor - Auto Repair Sales	REPLACE REAR BRAKES	1	175.00	175.00
WTA - Labor - Auto Repair Sales	REPLACE DRAG LINK	1	150.00	150.00
WTA - Labor - Auto Repair Sales	REPLACE CENTER BEARING	1	250.00	250.00
WTA - Labor - Auto Repair Sales	REPLACE SWAY BAR LINK BRACKETS	1	175.00	175.00
WTA - Labor - Auto Repair Sales	REPLACE FRT BRAKES	1	175.00	175.00
WTA-Spare Parts Sales	FRT BRAKES	1	335.48	335.48

TROLLEY #3

SUBTOTAL	4,397.85
TAX	0.00
TOTAL	4,397.85
BALANCE DUE	\$4,397.85

West Tire and Alignment

PO Box 876

Belle Fourche, SD 57717-0876

USA

6058922001

WESTTIREANDALIGNMENT@GMAIL.COM

<https://www.westtireandalignment.com/>**Invoice****BILL TO**

TOM

CITY OF DEADWOOD

62 1/2 DUNLOP ST

DEADWOOD, SD 57732

INVOICE #	DATE	TOTAL DUE	DUE DATE	ENCLOSED
1771	08/22/2025	\$4,138.17	09/30/2025	

	DESCRIPTION	QTY	RATE	AMOUNT
WTA - Labor - Auto Repair Sales	REPLACE DRAG LINK	1	150.00	150.00
WTA - Labor - Auto Repair Sales	REPLACE CARREIR BEARING	1	250.00	250.00
WTA - Labor - Auto Repair Sales	REPLACE SWAY BAR LINK	1	175.00	175.00
WTA - Labor - Auto Repair Sales	REPLACE BRAKES	1	350.00	350.00
WTA - Labor - Alignment	ALIGNMENT	1	350.00	350.00
RP 245/70R19.5 RM257 (deleted)	RP 245/70R19.5RM257	6	300.00	1,800.00
LU9Z 5L496 A BRACKET	LU9Z 5L496 A BRACKET	2	62.27	124.54
WTA-Spare Parts Sales	NUT	1	15.42	15.42
WTA-Spare Parts Sales	DRAG LINK	1	350.16	350.16
WTA-Spare Parts Sales	CARRIER BEARING	1	237.57	237.57
WTA-Spare Parts Sales	BRAKES	1	335.48	335.48

TROLLEY #4

SUBTOTAL	4,138.17
TAX	0.00
TOTAL	4,138.17
BALANCE DUE	\$4,138.17

West Tire and Alignment

PO Box 876

Belle Fourche, SD 57717-0876

USA

6058922001

WESTTIREANDALIGNMENT@GMAIL.COM

<https://www.westtireandalignment.com/>**Invoice****BILL TO**

TOM

CITY OF DEADWOOD

62 1/2 DUNLOP ST

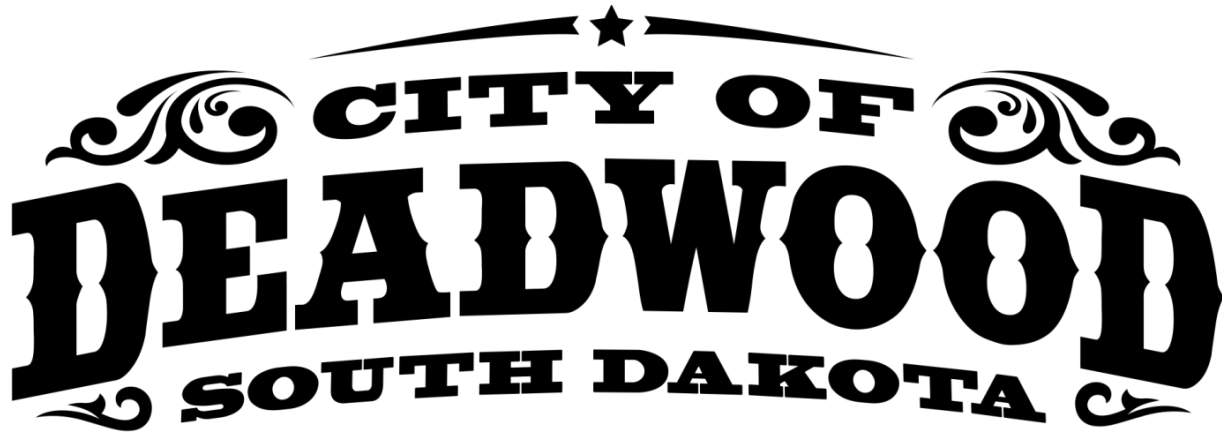
DEADWOOD, SD 57732

INVOICE #	DATE	TOTAL DUE	DUE DATE	ENCLOSED
1767	08/21/2025	\$3,117.32	09/20/2025	

	DESCRIPTION	QTY	RATE	AMOUNT
LU9Z 5K484 C LINK	LU9Z 5K484 C LINK	2	159.84	319.68
LU9Z 5K484 C LINK	LU9Z 5K484 C LINK	2	172.98	345.96
LU9Z 5L496 A BRACKET	LU9Z 5L496 A BRACKET	1	62.27	62.27
W520216 S440 NUT	W520216 S440 NUT	1	1.84	1.84
LU9Z 4800 A SUPPORT	LU9Z 4800 A SUPPORT	1	237.57	237.57
WTA - Labor - Alignment	ALIGNMENT	1	350.00	350.00
RP 245/70R19.5 RM257 (deleted)	RP 245/70R19.5 RM257	6	300.00	1,800.00

TROLLEY #5

SUBTOTAL	3,117.32
TAX	0.00
TOTAL	3,117.32
BALANCE DUE	\$3,117.32



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

Instructions:

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

EVENT INFORMATION

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

Event Title: _____

 Event Date(s): _____ Total Anticipated Attendance: _____
 (month, day, year)

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

Actual Event Hours: (from: _____ AM / PM (to): _____ AM / PM)

Location / Staging Area: _____

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

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

Dismantle Date: _____ Completion time: _____ AM / PM

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

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

OPEN CONTAINER

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

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit)

☐ Noncommercial (nonprofit)

Sponsoring Organization: _____

Chief Officer of Organization (NAME): _____

Applicant (NAME): _____ Business Phone: (_____) _____

Address: _____

(city)

(state)

(zip code)

Daytime phone: (_____) _____ Evening Phone: (_____) _____ Fax #: (_____) _____

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

Name: _____

Address: _____

(city)

(state)

(zip code)

Contact person "on site" day of event or facility use _____ Pager/Cell #: _____

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

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

FEES / PROCEEDS / REPORTING

NO

☐

YES

☐

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

☐
☐

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

OVERALL EVENT DESCRIPTION:

ROUTE MAP/ SITE DIAGRAM/ SANITATION

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

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

- | | |
|----|-----|
| NO | YES |
|----|-----|

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

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

☐ ☐ Does this event involve a moving route of any kind along streets, sidewalks, or highways? If **YES**, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-of-Way.
https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermitToOccupyROW.pdf

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

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

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

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

Please describe how food will be served at the event:

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

☐ GAS

☐ ELECTRIC

☐ CHARCOAL

☐ OTHER(SPECIFY):

➤ First Aid Facilities and Ambulance locations.

➤ Tables and Chairs.

➤ Fencing, Barriers and / or Barricades.

➤ Jersey Barriers and Equipment used for other than safety purposes.....\$25.00 each

➤ Generator Locations and / or Source of Electricity.

➤ Canopies or Tent Locations.

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

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

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

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

➤ Booths, Exhibits, Displays or Enclosures.

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

➤ Vehicles and / or Trailers.

➤ Trash Containers and Dumpsters.

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

Number of trash cans: Trash Containers w / lids:

➤ Garbage Removal Fee - \$150.00/hour/employee – if the City of Deadwood has to remove the garbage after the event.
- Adopted October 6, 2025
- 98

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO YES

☐
☐

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

Security Organization: _____

Security Organization Address: _____

(city)

(state)

(zip code)

Security Director (Name): _____ Business phone: _____

NO YES

☐
☐

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

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

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: _____

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

Acknowledge acceptance with initial: _____

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☐
☐

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

Number of Stages: _____

Number of Bands: _____

Type of Music: _____

☐
☐

Will **sound amplification** be used?

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

☐
☐

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

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

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

☐
☐

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

☐
☐

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

PROMOTION/ADVERTISING/MARKETING/INFORMATION

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

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

NAME: _____ PHONE: _____

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: _____

Agent's Name: _____

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

Address: _____

(city) (state) (zip code)

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

AFFIDAVIT OF APPLICANT

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

Name of Applicant (PRINT): _____ Title: _____

_____ Date:

(Signature of Applicant/Sponsoring Organization)

VENDING

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

Return this form to the
Planning and Zoning Office
By email:
leah@cityofdeadwood.com
By mail:
108 Sherman Street,
Deadwood, SD 57732



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

Monthly Vending Report

Convention Center, Event Complex, Outlaw Square

Complete one (1) report for each event.

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

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

Report Date: _____ Event Date: _____

Name of Person Completing Form: _____

Contact Phone: _____ Contact Email: _____

Signature: _____

Check here if no event is scheduled for next month: ☐

Event Name: _____

Event Location: _____

List of Vendors

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

Page 1 of _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Monthly Vending Report – Additional Sheet**Report Date:** _____ **Page** _____ **of** _____**Event Name:** _____ **Event Date:** _____**Event Location:** _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

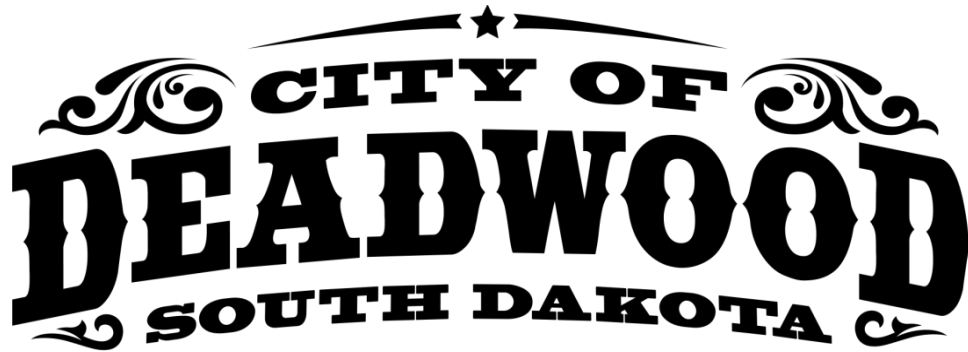
Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____



Event Complex Rental and Use Agreement

Event: _____

Date of Event: _____

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

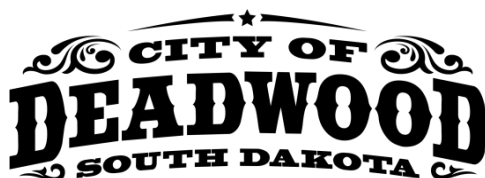
**** Disclaimer: During Youth Sports seasons, Event Complex renters may need to share or relinquish parking spaces during games. Sporting events are set by third-party entities, and the City prioritizes youth and community activities. ****

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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: _____

Contact Information:

Name of Applicant: _____

Business/Organization: _____

Mailing Address: _____

City, State Zip: _____

Business Phone: _____ Cell Phone: _____

Email Address: _____

Dates Event Complex requested:

Set up Date(s): _____ Hour(s): _____

Event Date(s): _____ Hour(s): _____

Clean-up Date(s): _____ Hour(s): _____

Approximate number of people who will attend: _____

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

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

Office use Only

Key #

Key #

Key #

Key #

☐ Jersey Barriers

☐ Open Container

☐ Pyrotechnics

☐ Water Usage

Deadwood Event Complex Rental and Use Agreement

Event Name: _____

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.~~
- 3) Deadwood Codified Ordinance – Chapter 5.28 Commerce within the City of Deadwood.

Additional contacts:

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

Name: _____ 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

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

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

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

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

Organization: _____

Signature: _____ Date: _____

Office Use only:

Date Fees Paid: _____

Date Deposit Paid: _____

Fees Still Owed: _____

Notes:

Acknowledgement of Use Rules and Regulations

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

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

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

Initials _____

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 _____

****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: _____

Name: _____ Title: _____

Signature: _____ Date: _____

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):

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 _____

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

Participant Release and Indemnification required? YES _____ NO _____

Initials _____

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to Deadwood, for the duration of the above described activities.

Initials _____

- D. By signing this **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 _____

- 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 _____

- F. We Further agree to defend, indemnify, and hold harmless Deadwood, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands, including any third party claim asserted against Deadwood, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss of damage, or any other kind of loss of any kind whatsoever, which arises out of or are in any way related to the above described activities. Whether or not caused by our act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials _____

- G. By signing this **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 _____

- 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 _____

- 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 _____

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: _____

Name: _____ Title: _____

Signature: _____ Date: _____

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

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

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

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

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

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

I have read and understand these rules.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Responsibilities to and of the Concessionaire

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

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

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Alcohol Policy for Facility Rentals

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

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

~~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: _____ Name: _____

Title: _____ Signature: _____

Dates/Times Alcohol will be served: _____

Business name who will be serving: _____

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 _____

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

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

Initials _____

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 _____

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 _____

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Event Complex Sign and Banner Policy

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

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

City of Deadwood Equipment and Services

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

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- B. If the City provides services, equipment, or personnel in support of an event, the City will charge the event organizer a cost determined by the Department Head in supervision of the services provided. **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.
- If the route involves highways, please click the link below to submit a SD DOT Permit to Occupy Right-of-Way.
https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermiTtoOccupyROW.pdf
- Traffic Control related to exiting of patrons at the intersection of Seventy-Six Drive and Highway 85/14A. This service shall be determined in advance if needed.

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: _____

Requirements (first time renter):

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

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

1) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

2) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

3) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

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

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

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Daytime Phone Number: _____

Date of your Event(s): _____ Group/Event Name: _____

Return this form to the
Planning and Zoning Office
By email:
leah@cityofdeadwood.com
By mail:
108 Sherman Street,
Deadwood, SD 57732



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

Monthly Vending Report

Convention Center, Event Complex, Outlaw Square

Complete one (1) report for each event.

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

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

Report Date: _____ Event Date: _____

Name of Person Completing Form: _____

Contact Phone: _____ Contact Email: _____

Signature: _____

Check here if no event is scheduled for next month: ☐

Event Name: _____

Event Location: _____

List of Vendors

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

Page 1 of _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Monthly Vending Report – Additional Sheet

Report Date: _____ **Page** _____ **of** _____

Event Name: _____ **Event Date:** _____

Event Location: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____



Guidelines and Information Packet

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 guidelines and information packet will provide the applicant with important information related to the application for rental and use of the Deadwood Event Complex.

Deadwood Event Complex Use Guidelines and Information

Application Process

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 the application for use 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

General Information

Please submit a completed rental agreement with your requests by mail or hand deliver to: Deadwood Event Complex Rental Agreement, 102 Sherman Street, Deadwood, SD 57732. Please include the buildings(s) or areas(s) you are requesting, type of use, days, times, assistance, set up and tear down needs, and any other special requests. The days utilized to set-up and clean-up are days reserved and the rental fees applied to all days reserved. The rental and use agreement must be very detailed and completed along with all fees submitted prior to being reviewed by the Deadwood Safety Committee.

Reservation of Complex

Application for rental and use of the Event Complex shall be submitted to the City of Deadwood at least sixty (60) days before the scheduled event and no earlier than one year before the scheduled event. A calendar of events will be provided to the applicant indicating available days for use when the applicant meets with Chamber of Commerce representatives. If conflicts in dates arise at the time of the application process the first application submitted to the City of Deadwood will have the first opportunity for approval. The City of Deadwood has reserved the right to make a specific time of the year in which the complex is not available for use as a historic event in partnership with the City of Deadwood takes place. ~~The event complex is not available for use the last full week of July and four business days before and after the last full week of July. For 2026 Days is the 2nd full week of July.~~

~~A five hundred (\$500) dollar deposit is the minimum deposit and the City Commission reserves the right to request a larger damage deposit. A \$1,250.00 (no alcohol) or \$2,500.00 (serving alcohol), which includes a \$250.00 non-refundable administrative fee is the minimum deposit and the City of Deadwood reserves the right to bill for additional fees if damages exceed deposit amount, which is set and amended by resolution.~~

Cancellation of Event

If an approved rental date is rained, snowed out or is unable to be held for any reason within sixty (60) days of the event, the City of Deadwood will attempt to accommodate a reschedule or issue a refund if the Complex has not been used by the Event Organizer, this includes set-up. If the event organizer has set-up for the event and utilized City property no refund will be issued. Cancellation of an approved rental time initiated by the event organizer at least ninety (90) days before the event will be granted a refund of all fees and deposits.

Comments and Input

The City of Deadwood is very interested in the Event Organizer's opinion in regards to the use of the event complex and the facilities. After the use of the event complex please provide the City with all of your comments good or bad, deliver your input to the City of Deadwood, 102 Sherman Street, Deadwood, SD 57732.

Definitions

The City of Deadwood has a fee policy in regards to facility rental fees. The following are the definitions of categories for the Deadwood Event Complex fee structure:

For Profit

For profit applies to a business or other organization whose primary goal is making money, or a profit. For profit applies to money changing hands in connection with the event in the facility, whether this is in the form of a sale, a charge to get in the door, or a fee previously paid to user (e.g., a class fee), not to whether the user actually makes a profit.

Private

User may be a private individual or a for profit organization using facility for a non-profit purpose (such as an employee party).

Non Profit

This term refers to an organization incorporated under state laws and approved by both the state's Secretary of State and its taxing authority as operating for educational, charitable, social, religious, civic, or humanitarian (non-profit) purposes. Event organizers do not intend to realize any personal gain or profit. As a non-profit you are not automatically exempt from sales tax.

Government

The term government includes all local, state, and federal agencies. To receive government rates your application must be submitted with a government agency as a partner or stand alone.

City of Deadwood Event Complex 15 Seventy-Six Drive Deadwood, SD 57732



	Event Complex Facilities	Parking Lots	Baseball Fields
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	No charge	No charge	No charge

Damage Deposit (Refundable): \$500 (no alcohol) or \$1,000 (serving alcohol)

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, which is set and amended by resolution.

Key Deposit (Refundable): \$100.00 (Total no matter the number of keys)

Definitions

Event Complex Facilities: Includes the Ticket Booth, Main Grandstand, Crow's Nest, Main Grandstand Restrooms, VIP Grandstands, Baseball Field Restrooms, Arena and Corral Areas, Bars under Main Grandstands.

Parking Lots: Include the Ferguson Field Parking Lot minus fifteen (15) parking spots for the Days of 76 Museum, the Baseball Field Parking Lot, and parking at the SDDOT property.

Baseball Fields: Keene Park (2 Baseball/Softball Fields, Batting Cage, Playground)

Facility Capacity and Conditions

- Seating Capacity: 5,000 People
- Standing Room Only Space: @500 People
- Sand/Dirt Arena Floor: 40,000 square feet
- Timed Event and Livestock Corral Areas: 12,000 square feet dirt surface
- Closed Circuit Television Capable
- Sound System Available (May not meet the needs of every event)
- Lighting for the Entire Complex
- Parking (Asphalt Surface): 318 vehicle spaces/6 bus spaces/15 Museum only spaces
- *Note: the above referenced parking does not include the parking at the SDDOT property

Facility Use Agreement

A completed Event Complex Rental and Use Agreement, facility use fees, additional service fees, and deposits must be submitted at the time of the application for use of the facilities or the application will not be reviewed.

Clean-up

It is the responsibility of the renter to leave the Deadwood Event Complex in the same condition as it was received. All equipment used shall be returned to the original locations in which they were received. Cleaning materials and supplies are the responsibility of the renter. Empty all trash receptacles and deposit trash into dumpsters for removal. Clean all restroom fixtures, sinks, toilets, counters, and floors. All corral and timed event areas shall be returned to the original condition as they were at the beginning of the rental agreement. The arena shall be prepared to its original condition as it was at the beginning of the rental agreement. The entire rented space of the event complex shall be free of debris, garbage, and any/all personal property of the renter.

Alcohol:

To obtain permission to serve **or have** alcoholic beverages the City Finance Office **MUST** be contacted, at (605) 578-2600. Alcoholic beverages are NOT permitted outside of the Event Complex.

The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license from the City of Deadwood per Deadwood Codified Ordinance Chapter 5.04.070 and South Dakota Codified Law Title 35. See both legal references below.

City of Deadwood Codified Ordinance Chapter 5 – Alcoholic Beverages

5.04.090 Fees

<i>License Type</i>	<i>Initial Fee</i>	<i>Renewal Fee</i>
<i>Special alcohol beverage license, malt beverage retailer, on-sale wine retailer, special on-sale liquor, special off-sale South Dakota farm wine dealer</i>	<i>\$50</i> <i>\$100.00 per day not to exceed 15 consecutive days</i>	<i>Special alcohol beverage license, malt beverage retailer, on-sale wine retailer, special on-sale liquor, special off-sale South Dakota farm wine dealer</i>

5.04.100 Special alcoholic beverage license procedures

- A. Special event alcoholic beverage licenses may be issued by the City Commission in conjunction with special events held within the city. Any license issued pursuant to this section may be issued for a period of time established by the City Commission, not to exceed fifteen consecutive days. The issuance of this license is not a matter of right and is at the sole discretion of the City Commission.

- B. The applicant shall make application sufficiently in advance of the event so that it may be acted on by the City Commission at a regularly scheduled meeting. Each license application shall be accompanied by the required fee at the time of submission to City Finance Office. Licenses are subject to same public hearing requirement as new license. No public hearing is required for the issuance of a special event license if the person applying for the special event license holds an eligible permanent license and the special event license is to be used on publicly-owned property.
- C. The organization receiving the licenses shall be responsible for security and safety of the participants and/or meet all rules, regulations or laws and requirements of state and local government.
- D. No person or entity may be issued more than twenty (20) special licenses per calendar year.
- E. The special alcoholic beverage licenses available are as follows:
 - 1. Special event malt beverage retailer. Special event malt beverage retailers licenses are available to any civic, charitable, educational, fraternal, or veterans administration or any licensee licensed pursuant to 5.04.030 and 5.04.080
 - 2. Special event on-sale wine retailer. Special event on-sale wine retailers licenses are available to any civic, charitable, educational, fraternal, or veterans administration or any licensee licensed pursuant to 5.04.030 and 5.04.080
 - 3. Special event on-sale dealer. Special event on-sale dealers licenses are available to any civic, charitable, educational, fraternal, or veterans administration or any licensee licensed pursuant to 5.04.030 and 5.04.080
 - 4. Special event on-off sale package wine dealer. Special event on-off sale package wine dealer licenses are available to any civic, charitable, educational, fraternal, or veterans administration or any licensee licensed pursuant to 5.04.030 and 5.04.080

(Ord. 1130, 2010; Ord. 1113, 2009)

5.04.130 Consumption and possession of alcoholic beverages in public places permitted.

The City Commission may permit, subject to conditions or restrictions that it may deem appropriate, the consumption and blending of alcoholic beverages on publicly owned property described by the City Commission, or property owned by a non-profit corporation in conjunction with a special event. The authorization shall not exceed 24 hours.

South Dakota Codified Law Title 35 – Alcoholic Beverages/Special Events

35-4-124. Special alcoholic beverage licenses issued in conjunction with special events.

Any municipality or county may issue:

- (1) A special malt beverage retailers license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(4), (6), or (16) in addition to any other licenses held by the special events license applicant;
- (2) A special on-sale wine retailers license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(4), (6), or (12) or chapter 35-12 in addition to any other licenses held by the special events license applicant;

(3) A special on-sale license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(4) or (6) in addition to any other licenses held by the special events license applicant;

(4) A special off-sale package wine dealers license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(3), (5), (12), (17A), or (19) or chapter 35-12 in addition to any other licenses held by the special events license applicant. A special off-sale package wine dealers licensee may only sell wine manufactured by a farm winery that is licensed pursuant to chapter 35-12;

(5) A special off-sale package wine dealers license in conjunction with a special event, conducted pursuant to § 35-4-124.1, within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization;

(6) A special off-sale package malt beverage dealers license in conjunction with a special event, conducted pursuant to § 35-4-124.1, within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization; or

(7) A special off-sale package dealers license in conjunction with a special event, conducted pursuant to § 35-4-124.1, within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization.

Any license issued pursuant to this section may be issued for a period of time established by the municipality or county. However, no period of time may exceed fifteen consecutive days. No public hearing is required for the issuance of a license pursuant to this section if the person applying for the license holds an on-sale alcoholic beverage license or a retail malt beverage license in the municipality or county or holds an operating agreement for a municipal on-sale alcoholic beverage license, and the license is to be used in a publicly-owned facility. The local governing body shall establish rules to regulate and restrict the operation of the special license, including rules limiting the number of licenses that may be issued to any person within any calendar year.

General Business:

If you will be selling any items (tangible personal property), you as well as vendors must present a copy of your South Dakota Sales Tax License. For information on sales tax licensing contact the South Dakota Department of Revenue Office in Pierre.

445 East Capitol Ave
Pierre, SD 57501-3185
(605) 773.3311

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 City of Deadwood Code of Ordinances. Below the complete Chapter has been provided 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 City of Deadwood Safety City Commission.

City of Deadwood Codified Ordinance Chapter 5.28 – Commerce within the City

Sections:

- 5.28.010 Peddlers, solicitors, transient merchants and vendors—License required.
- 5.28.011 Actors and performers—Registration required.
- 5.28.020 Definitions.
- 5.28.030 General commerce in city limits—License required.
- 5.28.035 Display of merchandise.
- 5.28.040 License application.
- 5.28.050 Investigation of applicants.
- 5.28.060 Fee, bond and duration of license.
- 5.28.070 Temporary structures.
- 5.28.080 Exceptions.
- 5.28.090 Violation—Penalty.

5.28.010 Peddlers, solicitors, transient merchants and vendors—License required.

It is unlawful for any transient merchant, peddler/hawker, vendor or solicitor to conduct, operate, manage or engage in any business described herein without first obtaining a license to do so from the Deadwood city commission, or his or her designee, as required by this chapter. This chapter shall apply and be effective on both public and private streets, sidewalks, parks and parking lots within the city. In addition, this chapter shall apply in areas zoned residential or commercial within the city on private property outside or inside of any home, residence, business or structure.

5.28.020 Definitions.

As used in this chapter:

"Exterior" means the outer side or surface, except that the interior side of a door shall also mean exterior for purposes of this chapter; also, for purposes of this chapter, exterior also means "outside."

"Inside" means the inner side of any permanent residential or commercial structure or enclosure.

"Locally designated Historic District" means (1) 424-818 Main Street; (2) all of Lee Street; (3) all of Siever Street; (4) all of Deadwood Street; (5) all of Pine Street; (6) all of Sherman Street; and (7) 1-13 Charles Street.

"Merchandise" means goods bought and sold in business; commercial wares.

"Outside" means the outer side of any permanent residential or commercial structure or enclosure.

"Peddler/hawker" means a person selling or offering to the public personal property or services including but not limited to, coupons, tokens or other items of trade or commerce by going from place to place, house to house, or parking on a highway or street who carries personal property for immediate sale or performs the services immediately. This definition does not include the business which follows an established route selling goods and which stops only at those premises which have requested such services.

"Solicitor" means a person engaging in the same activity as a peddler except that the goods and services are for future delivery.

"Stand" means any table, showcase, bench, rack, pushcart, wagon or any other movable vehicle or device, whether or not it may be moved without the assistance of a motor and whether or not it is required to be licensed and registered by the state department of commerce and regulation, used for the displaying, storing or transporting of articles offered for sale by a vendor.

"Temporary" means no business that plans to be in Deadwood for less than a year, whether evidenced by short-term lease or otherwise, shall be deemed anything but temporary as such business is expected to change in status, conditions or place; is intended to exist for only a definite period; is not lasting, or intended to last as that term is commonly known, or lasting for a short or limited time; and is transitory in nature.

"Transient merchant" means any person, firm, corporation, partnership, association or any agent thereof who establishes a temporary business offering wholesale or retail goods within the city.

"Vendor" means any person engaged in the selling or soliciting for sale of goods, wares, merchandise, services, including food and beverages, within the city limits, from a stand or motor vehicle or from their person.

5.28.030 General commerce in city limits—License required.

It is unlawful for any person, entity or business to sell or offer for sale or trade any goods, services, coupons, tokens or other items of trade or commerce or merchandise in the public or private streets, public or private sidewalks, public or private parks, or public or private parking lots within the city, whether or not the area is zoned residential or commercial within the city without a license issued pursuant to this chapter, provided that this chapter shall not apply to a person, entity or business which follows an established route and stops only at those premises which requested such goods or merchandise.

5.28.040 License application.

An applicant operating as a temporary vendor on city property shall file a verified application with the Zoning Administrator or her or his designee, providing the following information:

- A. Proof of a South Dakota Sales Tax License and if for the sale of food or beverages, a certificate from the South Dakota health department.
- B. A statement of whether the applicant, upon sale or order, shall demand, accept or receive payment or deposit of money in advance of final delivery.
- C. A statement of the period of time the applicant wishes to do business within the city limits.
- D. The local or permanent address of the applicant.
- E. The type of personal property or services the applicant proposes to offer in the city.
- F. Liability insurance certificate naming the City of Deadwood as additionally insured in an amount of not less than one million dollars (\$1,000,000.00)
- G. A list of three business references, including, if possible, the names of three cities or towns where the applicant has operated previously.
- H. A letter from the zoning administrator stating that the activity for which the license is sought has been approved by the planning and zoning commission and board of adjustment as appropriate under the zoning ordinance of the city, codified in Title 17 of this code.

5.28.050 Investigation of applicants.

Application shall be made at least sixty (60) days prior to the commencement of the proposed business to enable the chief of police, or his or her designee, to investigate the qualifications of the applicant. The applicant shall cooperate with the investigation by providing proof of identification and any other reasonable information for the investigation.

5.28.060 Fee, bond and duration of license.

A. The license fee under this chapter, which is set and amended by resolution, shall be payable in advance, for each fourteen (14) day period for any activity described herein that is to be conducted inside or outside. Upon meeting the conditions specified by this chapter, the applicant may be issued a license for the location and the time period for which it is effective.

B. All establishments which possess a convention center liquor license shall obtain a convention center vending permit. The license fee for a convention center vending permit, is set and amended by resolution, shall be payable in advance, for one (1) calendar year. This permit allows for the establishment to have indoor or outdoor vending on their private property per SCL 35-4-75. A vendor doing business inside or outside of a licensed convention center is not required to pay a separate vending permit fee to the city as it shall be covered under the convention center's license.

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

D. Outdoor vending during the Sturgis Rally and Races shall NOT be covered by a convention center vending license. Vendors for the Sturgis Rally and Races shall follow all criteria of Chapter 5.28, excluding Outlaw Square and the Deadwood Event Center. All temporary vendors during the Sturgis Rally and Races, other than those operating indoors under a convention center vending license, shall follow all criteria of Chapter 5.28.

E. Any person or organization approved use of the Deadwood Event Complex or Outlaw Square shall follow vendor rules below:

1. Vendors shall provide the necessary information to the event coordinator including South Dakota Sales Tax License.
2. Vendors shall comply with the guidelines of the facility use agreement for the event complex or Outlaw Square and shall comply with all other requirements of [Chapter 5.28](#).

5.28.070 Temporary structures.

A. Temporary structures such as vending stands, reviewing stands, sheds, canopies, tents, awnings and fences may be erected only on private property zoned CH-commercial highway district, and C1 commercial district, except that no such structures shall be allowed in the locally designated historical district (planning unit 4), provided a temporary permit is obtained. Such permit shall be issued by the building inspector for a period not to exceed twenty-one (21) days.

B. All temporary structures shall be dismantled and removed from the premises no later than twenty-one (21) days after their construction or erection commenced. If the structure is not removed within that time, the city may remove the structure, or contract for its removal, and bring an action in any court of competent jurisdiction for the recovery of any costs.

C. Any temporary food or beverage structure shall have asphalt, concrete, wood or other similar material for a floor and shall display an inspection certificate from the State of South Dakota department of health.

5.28.080 Exceptions.

A. The city commission shall have the authority to grant exceptions to the fee associated with this chapter for and during specific community events such as the Days of '76 Celebration, Wild Bill Days and other events where sponsors of said events have in the past used vendors in connection with such events at the Deadwood Event Complex and Outlaw Square and other community events provided that the sponsor of such events will make every reasonable attempt to use services, merchandise and products of local businesses if possible. Further, any prohibition of temporary structures on private property zoned CH- commercial highway district or C1 commercial district may be waived upon holding a public hearing on this issue, with the proponent of such waiver being responsible for all costs of said public hearing. Further, the fee requirements may be waived by the city commission upon holding a public hearing on this issue.

B. This chapter, except for the temporary structures provisions, shall not apply to solicitations, sales or distributions made by local or nationally chartered charitable, educational or religious organizations. This chapter shall not be deemed to waive the notice requirements under the state statute to the city commission of any organization conducting a bingo game or lottery nor to restrict the city commission in the reasonable regulation of such bingo game or lottery.

C. This chapter shall not apply to the sales of fruits, vegetables, farm or garden products or farmer's markets.

D. This chapter shall not apply to rummage sales, yard sales, city-wide community used property sales and lemonade stands or other similar activities operated by minors or children or youth groups, or other nonprofit groups.

5.28.090 Violation—Penalty.

Failure to obtain a license as required by this chapter or any other violations of this chapter may be punishable by the maximum fine and jail as prescribed for Class 2 misdemeanors under South Dakota law for each offense. Each day of operation without such a license or without compliance with the terms of this chapter shall be deemed a separate offense.

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 October 28, 2025, to complete the **Restoration of the retaining wall located at 18 Jefferson Street** for the City of Deadwood. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented on November 3, 2025, at the City Commission meeting at City Hall 102 Sherman, Deadwood, SD. A pre-bid meeting will be held on October 21, 2025, 2:00 p.m. on site

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 – 18 Jefferson Street**. 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 6th day of October, 2025.

Jessicca McKeown
City of Deadwood Finance Officer

Publish Black Hills Pioneer: October 9, 2025, October 16, 2025

For any notice that is published twice:

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

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

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 October 6, 2025, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

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

Notice of transfer from Gold Run, LLC (RB-26486) Tract A, a portion of Lot 822420, and a part of School Lot 19, City of Deadwood, Lawrence County, to Anand Hospitality LLC, dba Super 8 Deadwood at 196 Cliff Street.

1 – Retail (on-off sale) wine:

Notice of transfer from Gold Run, LLC (RW-6447) Tract A, a portion of Lot 822420, and a part of School Lot 19, City of Deadwood, Lawrence County, to Anand Hospitality LLC, dba Super 8 Deadwood at 196 Cliff Street.

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

Dated this 15th day of September, 2025.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish: B.H. Pioneer – September 18, 2025

For any public notice that is published one time:

Published once at the total approximate cost of _____.

**CITY OF DEADWOOD
ORDINANCE 1432**

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

SECTION 1: **AMENDMENT** “17.08.010 Definitions” of the Deadwood Municipal Code is hereby *amended* as follows:

A M E N D M E N T

17.08.010 Definitions

As used in this title:

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

"Accessory dwelling unit" means a separate and complete single housekeeping unit within a single-family dwelling unit. The single-family dwelling unit shall be owner occupied. See “dwelling, single-family.”

“Accessory use” means a use or building which:

- A. Is clearly subordinate to, customarily found in association with, and serves a principal use; and
- B. Is subordinate in purpose, area or extent to the principal use served; and
- C. Contributes to the comfort, convenience or necessity of the occupants, business enterprise or operation within the principal use served or is located on the same lot as the principal use.

“Adult education facility or service” means a vocational or academic educational use serving a clientele at least fifty (50) percent of which are individuals who are eighteen (18) years of age or older.

“Agency” means the city commission and any officer, employee, department, division or other agency of the city, including boards and commissions.

“Agriculture” means the science and art of the production of plants and animals useful to humans, including the preparation of the products for humans’ use and their disposal by marketing or otherwise. In this broad sense it includes farming, horticulture, forestry, dairying, etc.

“Alley” means a street or way within a block set apart for public use, vehicular travel and local

convenience to provide access to the rear or side of the abutting lots or buildings.

“Alteration” means any change to a resource because of construction, repair, maintenance or other means, except for maintenance and repairs which does not involve a change in design, material, color or outer appearance.

Alteration, Structural. “Structural alteration” means any change to a resource because of construction, repair, maintenance or other means, except for maintenance and repair which does not involve a change in design, material, color or outer appearance.

“Apartment house” means a residential building or a portion of a building containing three or more dwelling units for occupancy by three or more families living separately from each other.

“Appeal” means obtaining review of a decision, determination, order or failure to act pursuant to the terms of this title as expressly authorized.

“Appear on behalf of” means to act as a witness, advocate, or expert or otherwise to support the position of another person.

“Applicant” means the owner of record of a particular property; the lessee thereof with the approval of the owner of record in notarized form; or a person holding a bona fide contract to purchase a particular property, who makes application under this title.

“Approving agency” means the individual or agency which grants final approval to an applicant under this title.

“Appurtenances” mean:

- A. Architectural features not used for human occupancy, consisting of spires, belfries, cupolas or dormers; roof water storage tanks; silos; parapet walls; and cornices without windows; and
- B. Necessary mechanical equipment usually carried above the roof level having no more than twenty-five (25) percent roof coverage, including without limitation, chimneys, ventilators, skylights, antennas, microwave dishes and solar systems, and excluding wind energy conversion systems.

“Architectural projection” means any building projection that is not intended for occupancy and that extends beyond the face of an exterior wall of a building, including without limitation, roof overhangs, mansards, unenclosed exterior balconies, marquees, canopies, awnings, pilasters and fascias, but not including signs.

“Automotive vehicle” means any vehicle, including every device in, upon or by which a person or property is or may be transported or drawn upon a public highway or any device used or designed for aviation or for flight in the air and upon which a specific ownership tax is imposed by the state of South Dakota, including without limitation, all motor vehicles, trailers, semi-trailers and aircraft, but excluding devices moved by human power or used exclusively upon stationary rails or tracks.

"Basement" means that portion of a building between floor and ceiling that is located partly below and partly above grade and has less than half its clear floor-to-ceiling height below the average grade of the adjoining ground abutting the exterior walls of the dwelling unit.

"Bathroom" means a room containing a toilet that may also contain a lavatory, shower or bathtub.

"Bed and breakfast establishment" means: any building run by an operator that is used to provide accommodations for a charge to the public, with at most five rental units for up to an average of ten guests per night and in which family style meals are provided as defined and permitted by the State of South Dakota and this Title.

"Beneficiary." (Reserved.)

"Berm" means a strip of mounded topsoil which provides a visual screen.

"Bicycle" means a vehicle propelled solely by human power through a chain, belt or gears and that has at least one wheel more than fourteen (14) inches in diameter.

"Bike path" or "bicycle path" means a separate path that has been designated for use by bicycles, by traffic control device or other sign and that is separated from the roadway for other vehicular traffic by open space or a barrier.

"Board of adjustment" means the city of Deadwood board of adjustment.

"Boarding house" means a residential building or structure, or portion thereof, other than a hotel, lodge or multi-family dwelling, providing temporary or long-term lodging for six or more guests, serving meals to those guests on a continuing basis for compensation and having a manager residing on the premises, but not providing a restaurant or bar, or accessory uses, such as recreational facilities, typically associated with a hotel or lodge.

"Brush." (Reserved.)

"Buffer zone" means an area between land uses providing fencing, berms, mounds, plant materials or any combination thereof to act as visual or noise buffers.

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

"Building area" means the maximum horizontal area within the outer perimeter of the building walls, dividers or columns at ground level or above, whichever is the greater area, including without limitation, courts and exterior stairways, but excluding:

- A. Uncovered decks, porches, patios, terraces and stairways all less than thirty (30) inches high; and
- B. The outer four feet of completely open, uncovered, cantilevered balconies that have a minimum of eight feet vertical clearance below.

“Building coverage” means the ratio of the total building area on a lot to the total area of the lot.

Building, Detached. “Detached building” means a building having no structural connection with another building.

“Building envelope” means that area on any lot on which a structure can be erected consistent with existing setback requirements and is defined by the setback lines applicable to that lot. For planned unit developments or other property that may not be subject to prescribed setback requirements, the building envelope is defined by a line running around the protected structures on the property eight feet from their exterior walls.

Building, Principal. “Principal building” means the building containing the primary use on the lot.

“Bulk requirements” means the combination of lot area, height, setbacks and floor area ratio set forth in this title.

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

“Camper” means a unit containing cooking or sleeping facilities that is designed to be loaded onto or affixed to the bed or chassis of a truck to provide temporary living quarters for recreational camping or travel use.

“Camping areas” means a platted parcel of land separately owned and developed for commercial use, offering to the traveling public overnight parking spaces for trailer campers and/or tent sites.

“Caretaker’s residence” means a dwelling unit which is used exclusively by either the owner, manager or operator of a principal permitted use and which is located on the same parcel as the principal use.

“Car wash” means a structure or portion thereof containing facilities for washing motorized vehicles, using production-line, automated or semi-automated methods for washing, whether or not employing a chain conveyor, blower, steam-cleaning or similar mechanical devices.

“Cellar” means that portion of a building that is located partly or wholly below grade and has half or more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground abutting the exterior walls of the dwelling unit.

“Center” or “centerline” means an imaginary line that is equidistant from the boundaries of the street.

“Certificate of appropriateness” means a signed and dated document evidencing the approval of the historic district commission for work proposed by an applicant. The period for which such certificates are valid may be limited by the issuing commission.

"Certificate of occupancy" means a document issued by the city which states that the described portion of a building has been inspected for compliance with the requirements of the Building Code and division of occupancy and the use for which the proposed occupancy is classified.

"Change of use" means any change in use of land that requires additional parking under this title, whether or not such parking must actually be provided, or any initiation of or change to residential habitation of any portion of any structure, whether existing or new.

"Charitable organization" means any entity organized and/or operated in the city exclusively for religious or charitable purposes, no part of whose net earnings inures to the benefit of any private shareholder or individual.

"Church" means a building together with its accessory buildings and uses where persons regularly assemble for religious worship, such buildings being maintained and controlled by a religious body organized to sustain public worship.

Clinic, Dental or Medical. "Dental or medical clinic" means a building in which one or more physicians, dentists and allied professional assistants are engaged in carrying on their profession; the clinic may include a dental or medical laboratory, but it shall not include in-patient care or operating rooms for major surgery.

"Club (private) or lodge" means buildings and facilities intended to be used as a center of informal association for social, recreational or educational purposes for selective membership not open to the general public.

"Code enforcement officer" means any city employee or person employed under independent contract by the city who is appointed to enforce the laws of the city.

"Community center" means a facility maintained by a public agency or nonprofit community or neighborhood association for the social, recreational or educational needs of the community.

"Comprehensive plan" means the official document or elements thereof, adopted by the city, and intended to guide the physical development of the city or a portion thereof. Such plan may include maps, plats, charts, policy statements, etc.

"Condominium" means real property having more than one dwelling unit and the ownership of which consists of separate, divided, fee simple estates in individual air space units, together with an undivided fee simple interest in the common elements appurtenant to such units.

"Condominium conversion" means the transfer of ownership of less than the total number of dwelling units in a multiple dwelling unit structure, where the ownership interests created by the transfer of ownership, are in a number of dwelling units that is less than the total number of units in the structure in which the seller had an interest prior to the sale or, with respect to a mobile home park, the transfer of ownership of the mobile home park property so that it is jointly and severally owned by the owners of the mobile homes upon such property.

"Condominium unit" means a form of property ownership of airspace.

“Congregate care facility” means a facility for long-term residence exclusively by persons sixty (60) years of age or older, and which shall include, without limitation, common dining and social and recreational features, special safety and convenience features designed for the needs of the elderly, such as emergency call systems, grab bars and handrails, special door hardware, cabinets, appliances, passageways and doorways designed to accommodate wheelchairs, and the provision of social services for residents which must include at least two of the following: meal services, transportation, housekeeping, linen and organized social activities.

“Construction project” means the erection, installation, alteration, repair or remodeling of a building or structure upon real estate or any other activity for which a building permit is required under this code or an ordinance of the city.

“Contiguous” means a sharing of a common border at more than a single point of intersection and in such a manner that the shared boundaries are touching and not separated except by boundaries or private rights-of-way, watercourses or water bodies or other minor geographical divisions of similar nature running parallel and between the shared boundaries. Contiguity is not the mere touching of points at intersections.

“Crown spread.” (Reserved.)

“Cul-de-sac” means a local street, one end of which is closed and consists of a circular turn-around.

“Day care, large” means a facility that provides care for six or more children that are primarily present during daytime hours, and do not regularly stay overnight. Basic requirements for a large day care facility are: 1) Operator must comply with the standards of the state Fire Marshal relating to the subject of fire and life safety in large day care facilities; 2) The applicant shall be licensed by the State of South Dakota as a day care facility; 3) Applicant shall develop and distribute information to the day care clients stating the need not to disrupt the neighborhood when dropping off and picking up children; 4) Off-street parking shall be provided for employees of the day care facility; 5) Drop-off and pick-up areas are designated for clients.

“Day care, small” means a resident occupied dwelling that provides care for five or less children who do not reside in the dwelling, are present primarily during daytime hours, and do not regularly stay overnight. Basic requirements for a small day care facility are: 1) The caregiver must live in the residence and be the main care provider; 2) A fire extinguisher is provided onsite; 3) Smoke detectors are provided in appropriate areas. The building inspector performs an onsite inspection to insure the above items are provided; 4) Landowners within three hundred feet (300’) are notified of the use by first class mail; and 5) Fee for small day care facilities is fifty dollars (\$50.00) to cover administrative and mailing costs.

“Delicatessen” means an establishment where food is sold for consumption off-premises and no counters or tables for on-premises consumption of food are provided, but excludes groceries and supermarkets.

“Demolition” means the complete or partial removal of buildings, structures, objects or sites,

including appurtenances.

“Demolition by neglect” means improper maintenance or lack of maintenance of any resource which results in substantial deterioration of the resource and threatens its continued preservation.

“Developer” means any person who participates in any manner in the development of land.

“Development” means any human-made change to improved or unimproved real estate, including without limitation, building, repairing, replacing or expanding or enlarging but not maintaining a building or other structure or portion thereof, or mining, dredging, filling, grading, paving or excavation.

“Developmentally disabled person” means a person having cerebral palsy, multiple sclerosis, mental retardation, autism or epilepsy.

“Development permit” means any permit or authorization issued by the city as a prerequisite for undertaking any improvement to real property including, without limitation, building permits, planned unit developments, variances, height or conditional use permits and nonconforming permits.

District, Zoning. “Zoning district” means a section of the territory within the jurisdiction of the city for which uniform regulations governing the use of the land, the height, area, size and intensity of buildings is herein established.

“Drive-in restaurant” means a restaurant in which the patrons have the option of purchasing food or beverages from a window on the exterior of the building while seated in their vehicle, or where an order is taken by speakerphone, or where the patron dines in their automobile.

“Drive-in theater” means an outdoor theater for viewing movies, where individual speakers are provided to each automobile parking space, and the movie is normally viewed from within the automobile.

“Driver” means every person who drives or is in actual physical control of the steering, accelerating or braking controls of a vehicle or the rider of an animal. No person shall be deemed to be the driver or to drive because a vehicle is out of control except immediately following a collision not proximately caused by a traffic violation of such driver. A person dismounted from a bicycle, moped or motorcycle and pushing it on foot is a pedestrian, not a driver.

“Driveway” means that space or area of a lot that is specifically designated and reserved for the movement of motor vehicles within the lot or from the lot to a public street.

“Duplex” means a structure containing two dwelling units, each of which has direct access to the outside. All duplexes shall be required to install a water meter, if one has not been installed on the subject property.

“Dwelling” means a building or portion thereof, designed or used for residential occupancy. The term dwelling shall not be construed to mean motels, hotels, boarding houses, tourist homes or mobile homes except in a mobile home park.

Dwelling, Mobile Home. “Mobile home dwelling” means a single-family residential unit with all of the following characteristics:

- A. Designed for long-term occupancy, and containing sleeping accommodations, a flush toilet, a tub or shower, bath and kitchen facilities with plumbing and electrical connections provided for attachment to outside systems;
- B. Designed to be transported after fabrication on its own wheels or on a flat bed or other trailer or detachable wheels;
- C. Arriving at the site where it is to be occupied as a dwelling complete, conventionally designed to include major appliances and furniture and ready for occupancy except for minor and incidental unpacking and assembly operations, location on foundation supports, connection to utilities, and the like; and
- D. Designed for removal to and installation or erection on other sites.

A mobile home may include two or more units, separately towable, which when joined together shall have the characteristics as described above. For the purpose of this title, a mobile home shall not be deemed a single-family dwelling. The placement of such on a permanent foundation shall not be construed as creating a dwelling unit as elsewhere defined.

Dwelling, Modular Unit. “Modular unit dwelling” means a factory-fabricated transportable building designed to be used by itself or to be incorporated with similar units at a building site into a modular structure that will be a finished building in a fixed location on a permanent foundation. The term is intended to apply to major assemblies, and does not include prefabricated panels, trusses, plumbing trees and other prefabricated sub-elements incorporated into a structure at the site. For the purpose of this title, a modular unit shall be deemed a single-family dwelling and shall not be deemed a mobile home.

In addition, to be recognized as a factory-built home, the unit must meet or exceed all of the following construction and aesthetic standards set forth by the city planning and zoning commission:

- A. The construction must meet HUD, FHA, and local building codes;
- B. The unit must have a perimeter frame consisting of an approved material, either wood or steel I-beam, which is connected to the permanent foundation;
- C. The unit must be no less than twenty-four (24) feet in width;
- D. The unit must meet standard exterior appearance not to be less than that of the existing housing in any given residential area.

Owners of such units must provide the planning and zoning commission with proof that the unit in question can meet these standards.

Dwelling Unit, Single-Family. “Single-family dwelling unit” means a detached residential

dwelling unit other than a mobile home, containing only one dwelling unit and not occupied by more than one family and not used for carrying on any commercial or business activity including providing housing for transient persons.

Dwelling Unit, Multiple-Family. "Multiple-family dwelling unit" means a dwelling containing three or more attached dwelling units, not including motels, boarding houses, tourist homes or mobile homes.

"Easement" means the authorization by a property owner of the use by another and for a specified purpose of any designated part of that owner's property.

"Efficiency living unit" means a dwelling unit that contains a bathroom and kitchen and does not exceed a maximum floor area of four hundred (400) square feet.

"Engineer" means a professional who is registered with the State Engineering and Architectural Department as a professional engineer.

"Erosion" means the detachment and movement of soil or rock fragments by water, wind, ice and/or gravity.

"Essential municipal or public utility services" means distribution, collection, communication, supply or disposal systems, including without limitation, poles, wires, transformers, disconnects, regulators, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants and other similar equipment and accessories that are reasonably necessary for public utilities for the city to furnish adequate service or for the public health, safety, or welfare.

"Excavation" means the removal of surface vegetation or the excavation of more than ten (10) cubic yards of soil in a one-year period.

"Expansion or enlargement of a structure" means any addition of an exterior wall to the structure or any addition to the floor area of the structure, whether under, at, or above grade, and whether or not the external dimensions of the structure are changed.

"Expansion to an existing manufactured home park or manufactured home subdivision" means the preparation of additional sites by the construction of facilities for servicing manufactured homes, including without limitation, installation of utilities, final site grading, pouring of concrete pads or construction of streets.

"Exterior features" means and includes, but is not limited to, the color, kind and texture of building materials and the type and style of windows, doors and appurtenances.

"Extractive industry" means an industry that removes natural resources, including without limitation, precious metals, oil, gas, coal, sand and gravel.

"Facilities" means all structures and equipment and all uses of land that are made in conjunction with or that are related or incidental to the construction, installation, or use of the

structures and equipment necessary to contain and control storm water including, without limitation, conduits, channels, bridges, pipes and detention ponds.

“Factory-built home” means the same as “Dwelling, modular unit.”

“Family” means one or more persons occupying a premises and living together as a single housekeeping unit, subject to a limit of not more than three persons eighteen (18) years of age or over who are not related by blood, marriage or legal adoption.

“Fence” means a freestanding structure of metal, masonry, wood or any combination thereof resting on, or partially buried in the ground and rising above ground level, and used for confinement, screening or partition purposes.

“Festival” means any fair, festival or similar activity where patrons are charged admission or other fees for the privilege of watching or participating in entertainment, including, but not limited to, music shows concerts and revivals.

“Floor area” means the total square footage of all levels included within the outside walls, as measured from the exterior face of the exterior walls of a building or portion thereof, but excluding courts and uninhabitable areas below the first floor level.

“Floor area ratio (FAR)” means the ratio of the floor area of a building to the area of the lot on which the building is situated.

“Food” means any raw, cooked or processed edible substance, beverage or ingredient used or intended for use or for sale in whole or in part for human consumption.

Foundation, Permanent. “Permanent foundation” means a support structure for a building, wall or fence which is capable of supporting the weight, extends to below frost depth, is capable of resistance to wind uplift of the highest recorded winds in the area and includes but is not necessarily limited to, concrete caisson/grade beam, caissons and spread footer types.

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

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

“Funeral chapel” means a building used primarily for human funeral services.

“Funeral home” means a building or part thereof used for human funeral services. Such building may contain space and facilities for:

- A. Embalming and the performance of other services used in the preparation of the dead for burial;
- B. The performance of autopsies and other surgical procedures;
- C. The storage of caskets, funeral urns and other related funeral supplies; and
- D. The storage of funeral vehicles, but shall not include facilities for cremation.

For the purpose of this title, where a funeral home is permitted, a funeral chapel shall also be permitted.

“Gaming establishment” means an establishment so licensed for gaming activity under the laws of the state of South Dakota.

“Garage” means an accessory building or part of a principal building used only for the storage of passenger vehicles in operating condition as an accessory use and having no provision for repairing or servicing such vehicles for profit.

Garage, Private. “Private garage” means an enclosed, detached or semi-detached building used principally for the shelter of motor vehicles which are owned by persons occupying the dwelling unit which the garage is intended to serve.

Garage, Storage. “Storage garage” means an enclosed building for the storage and care of personal property on a commercial basis.

“Garbage” means putrescent animal or vegetable waste resulting from the preparation, cooking and serving of food or the storage or sale of product.

“Garbage container” means a metal or other nonabsorbent container, which shall be equipped with a tightly-fitting metal or nonabsorbent lid, or sealed plastic garbage bags, but does not include incinerators or ash pits.

“Gasoline service station” means premises on which the principal use is the retail sale of gasoline, oil or other motor vehicle fuel, which may include, as an accessory use only, facilities for polishing, greasing, washing, or otherwise cleaning, servicing, or repairing motor vehicles, but does not include liquefied petroleum gas distribution facilities.

“General circulation” means delivered to a substantial number of residences in the city and also otherwise made available for purchase or distribution.

“Governing body” means the city commission.

“Governmental facility” means a municipal, county, state or federal structure, building or use.

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

“Group care facility” means a facility providing custodial care and treatment in a protective

living environment for persons residing voluntarily or by court placement, including without limitation, correctional and post-correctional facilities, drug or alcohol abuse centers, juvenile detention facilities and temporary custody facilities.

“Group home for the developmentally disabled” means a state-licensed facility for the exclusive use of eight or fewer developmentally disabled persons.

“Habitable room” means a room or enclosed floor space used, intended to be used or designed to be used for living, sleeping, eating or cooking and excludes bathrooms, toilet compartments, closets, halls and storage places.

“Height of building” means the vertical distance above a reference datum measured to the highest point of the coping of a flat roof or to the deck line of an mansard roof or to the average height of the highest gable of a pitched or hipped roof. The reference datum shall be selected by either of the following; whichever yields a greater height of building:

- A. The elevation of the highest adjoining sidewalk or ground surface within a five-foot horizontal distance of the exterior wall of the building when such sidewalk or ground surface is not more than ten (10) feet above lowest grade;
- B. An elevation ten (10) feet higher than the lowest grade when the sidewalk or ground surface described in subsection 1 of this definition is more than ten (10) feet above lowest grade;
- C. The height of a stepped or terraced building is the maximum height of any segment of the building;
- D. The city planner may approve additions of appurtenances to buildings causing a building height to exceed the allowed height if the following standards are met:
 - 1. A functional need is established;
 - 2. The functional need cannot be met with an appurtenance less than thirty-five (35) feet in height above the ground; and
 - 3. Visible material and colors are compatible with the building to which the appurtenance is attached;
- E. No appurtenance may have useable floor area except for mechanical equipment installations; have more than twenty-five (25) percent coverage of the roof area of the building; or be more than sixteen (16) feet in height;
- F. All mechanical equipment shall be screened from view, regardless of the height of the building, unless in the opinion of the city planner, such screening conflicts with the function of the mechanical equipment. Screening shall be an integral part of the building design.

“Historic district commission” means the Deadwood historic district commission established by virtue of SDCL 1-19B-38, pursuant to Ordinance No. 777.

“Historic preservation commission” means the Deadwood historic district commission established by virtue of SDCL 1-19B-2, pursuant to Resolution 1987-10.

“Historical resource” means a building, structure, site, or object fifty (50) years of age or older

related to the community's history, architecture, archeology, engineering and/or culture.

“Home occupation” means a business, occupation or trade conducted entirely within a residential building or accessory structure for gain or support by a resident of the dwelling, and no other, which:

- A. Is clearly incidental and secondary to the residential use of the building;
- B. Does not change the essential character of the use;
- C. Employs no more than one person who is a nonresident of the building;
- D. Operates pursuant to a valid occupational license for the use held by the resident of the dwelling unit;
- E. Is confined to no more than twenty-five (25) percent of the total floor area of the dwelling;
- F. Does not advertise, display or otherwise indicate the presence of the home occupation on the premises other than provided by the city's sign ordinance (codified in Chapter 15.32 of this code) and any other amendments thereto;
- G. Does not store outside of the dwelling any equipment or materials used in the home occupation; and
- H. Provides off-street parking to accommodate the needs of the home occupation.

“Hospital” means any building or portion thereof licensed as a hospital by the South Dakota Department of Health and used for diagnosis, treatment, surgery, and care of human ailments, including the usual and customary accessory uses and ancillary offices of a hospital.

“Hostel” means a facility for resident of under one month that provides simple dormitory or sleeping rooms and common rooms for cooking, meeting, recreational and educational use; that is chartered or approved by the International Hostel Federation or its national or regional affiliates, or similar organizations; and that is supervised by resident house-parents or managers who direct the guests' participation in the domestic duties and activities of the hostel.

“Hotel room, motel room or other accommodation” means any room or other accommodation in any hotel, apartment-hotel, motel, guest house, trailer court or any such similar place to any person who for a consideration uses, possesses or has the right to use or possess such room or other accommodation for a total continuous duration of less than one month.

“House museum” means an organized and permanent nonprofit and for-profit institutions, essentially educational or aesthetic in purpose, with professional staff, which owns and utilizes tangible objects, cares for them, and exhibits them to the public on some regular schedule.

Activities and services, standard to augment the house proper include an orientation area where visitors are introduced to the house and where they pay a fee, buy a ticket or turn in tickets purchased in another location. Traditionally, such facilities also include space for public coat storage, offices, artifact storage, conservation and exhibit preparation, volunteer facilities, archives, maintenance storage, and museum shop storage/support, rental of the facility and site.

Illumination, Direct. “Direct illumination” means lighting by means of an unshielded light

source, including neon tubing, which is effectively visible as part of the sign, where light travels directly from the source to the viewer's eye.

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

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

"Impervious surface" means those surfaces which generally do not absorb water. For the purposes of this title, they consist of buildings, parking areas, driveways, roads, sidewalks and any areas of concrete or asphalt.

"Improvements" means street grading and surfacing, curbs and gutters, sidewalks, water mains and lines, sanitary and storm sewers, culvert, bridges and other related utilities.

"Indoor amusement establishment" means a commercial operation open to the public without membership requirements, including without limitation, bowling alleys, indoor arcades, movie theaters, pool halls and skating rinks.

"Intersection" means the area embraced within the prolongation or connection of the lateral curblines of two streets that join one another at, or approximately at, right angles or the area within which vehicles traveling upon different streets joining at any other angle may come in conflict, whether or not one such street crosses the other, but the term does not include the junction of any alley with a street. If a street includes two roadways thirty (30) feet or more apart, every crossing of each roadway of such divided street by an intersecting street is a separate intersection. If such intersecting street also includes two roadways thirty (30) feet or more apart, every crossing of such streets is a separate intersection. The farthest applicable points shall be used when measuring.

"Junk" means any manufactured goods, appliance, fixture, furniture, machinery, motor vehicle or trailer that is abandoned, demolished, discarded, dismantled, or so worn, deteriorated, or in such a condition as to be generally unusable in its existing state, including without limitation, scrap metal, scrap material, waste, bottles, tin cans, paper, rubble, boxes, crates, rags, used lumber, building materials, motor vehicles and machinery parts, and used tires.

"Junk yard" means a building, structure, or parcel of land or portion thereof, used for the collection, storage, dismantling, salvaging, demolition or sale of junk on the premises for more

than one week, but excludes such uses within enclosed buildings.

“Landmark” means a building, structure, object or site so designated by the historic preservation commission, or declared by the South Dakota Historical Preservation Center to be a contributing feature to a local, state or nationally registered historic district.

“Landscaped area” means any land set apart for planting grass, shrubs, trees or similar living materials, including without limitation, land in an arcade, plaza or pedestrian area, and of which fences and walls may be a part.

“Landscaping.” (Reserved.)

“Land surveying” means the locating, establishing or relocating of any land boundary line or the locating of any United States government, state, county, township, municipal or other governmental land survey lines of any public highway, street or road.

Land Surveyor, Registered. “Registered land surveyor” means any land surveyor registered in good standing and legally authorized to practice land surveying.

“Legal description” means a description of real property by lots, blocks, subdivision, or metes and bounds, but excludes an assessors tract number.

“Light source” means neon, fluorescent, or similar tube lighting, an incandescent bulb, including the light-producing elements therein, and any reflecting surface that, by reason of its construction or placement, becomes the light source.

"Lodging establishment" means any building or other structure and property or premises kept, used, maintained, advertised or held out to the public to be a place where sleeping accommodations are furnished for pay to two or more transient guests. The term includes hotels, motels, cabins, bed and breakfast establishments, speciality resorts, lodges, vacation home establishments, dude ranches, and resorts.

“Lot area” means the total horizontal area included within the lot lines of a lot.

Lot, Building. “Building lot” means a parcel of land, including without limitation, a portion of a platted subdivision, that is occupied or intended to be occupied by a building or use and its accessory buildings and uses, together with the yards required under the provisions of this code; that has not less than the minimum area, usable open space, building area and off-street parking spaces required by this code for a lot in the district in which such land is situated; that is an integral unit of land held under unified ownership in fee or co-tenancy or under legal control tantamount to such ownership; and that is precisely identified by a legal description.

Lot, Corner. “Corner lot” means a lot situated at the junction of and abutting on two or more intersecting streets.

“Lot coverage” means the part or percent of the lot occupied by buildings or structures, including accessory buildings or structures.

“Lot depth” means the average horizontal distance between the front lot line and the rear lot line of a lot.

“Lot interior” means any lot, including a through lot, other than a corner lot.

Lot Line, Front. “Front lot line” means a street line which forms the boundary of a lot or in the case where a lot does not abut a street other than by its driveway, or is a through lot, that lot line which faces the principal entrance of or approach to the main building. On a corner lot, the shorter street line shall be deemed to be the front lot line, regardless of the location of the principal entrance or approach to the main building.

“Lot of record” means a lot, if part of a subdivision, the plat of which has been recorded in the office of the register of deeds, or a lot described by metes and bounds, the description of which has been recorded in the office of the register of deeds of Lawrence County, South Dakota.

Lot, Platted. “Platted lot” means a lot that has been subdivided pursuant to a legal subdivision approval process and is precisely identified by reference to a block and lot.

Lot, Through. “Through lot” means an interior lot but not a corner lot, abutting two or more public streets, but not including an alley.

“Lot width” means the distance between side lot lines measured at the front building line.

“Lowest floor” means the lowest floor of the lowest enclosed area (including basement), except that an unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building’s lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of this title.

“Maintenance” means the replacing, repairing or repainting of a portion of a sign structure, periodic changing of bulletin board panels or renaming of copy that has been made unusable by ordinary wear and tear, by nature or by accident.

“Mobile home park” means a tract of land of a minimum area of forty thousand (40,000) square feet, wherein, mobile homes as defined are intended to be placed, located and maintained for occupancy and includes accessory buildings and improvements. The term “mobile home park” does not include sales lots on which unoccupied mobile homes, whether new or used, are parked for the purposes of inspection and sales.

“Mobile home space” means a plot of ground within a mobile home park designed for the accommodation of one mobile home and its accessory structures.

“Motor vehicle” means any self-propelled vehicle other than a moped.

“New construction” means a structure or portion thereof for which the start of construction occurred on or after January 1, 1989.

“Nonconforming building” means any building that does not conform to the requirements of this title, unless the nonconformity was approved as part of a planned unit development, as a second principal building on a lot, or as a variance.

“Nonconforming lot” means any lot that does not conform to the minimum lot area or frontage upon a required public street, unless the nonconformity was approved as part of a planned unit development.

“Nonconforming use” means a building, structure or use of land existing at the time of the enactment of the ordinance codified in this title which does not conform to the use regulations of the district in which it is located.

“Notice” or “legal notice” means any requirement for informing a person or persons, a segment of the public, or the public generally. A notice required to be published may be published in any newspaper of general circulation unless otherwise required by this code or an ordinance of the city.

“Nursing home” means any institution or facility defined as such for licensing purposes under South Dakota law or pursuant to the rules and regulations for nursing homes and homes for the aged by the State Department of Health, whether proprietary or nonprofit, including, but not limited to nursing homes owned or administered by the federal or state government or an agency or political subdivision thereof.

“Object” means a thing of functional, aesthetic, cultural, historical or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.

“Occupant” means any person living in, sleeping, possessing, or otherwise using any land, building, or part thereof.

“Office” means the principal use of a room(s) for the conduct of business by persons, including without limitation, accountants, architects, attorneys, consultants, engineers, insurance salespeople, investment consultants, real estate brokers or therapists, where there is no display of merchandise and the storage and sale of merchandise is clearly incidental to the service provided, but excluding medical or dental clinics or offices.

Office, Accessory. “Accessory office” means an office subordinate to, a necessary part of and in the same building with the principal business, commercial or industrial use, including without limitation, administrative, record-keeping, drafting and research and development offices.

“Ordinance” as used in this title means a permanent legislative act of the governing body of a municipality within the limits of its power.

“Owner” means a person, as defined by this code, who, alone, jointly or severally with others, or in a representative capacity (including without limitation, an authorized agent, executor, or trustee) has legal or equitable title to any property in question.

“Parcel” means the area within the boundary lines of a development.

“Parking lot” means an area, not within a building or other structure, where motor vehicles may be stored for the purpose of temporary, daily or overnight off-street parking. A parking lot shall include a motor vehicle display lot and a commercial parking lot.

“Party to a hearing” means any interested person who requests a hearing, appears at a hearing or submits a written entry of appearance at or before a hearing.

“Pawnbrokers” means any person who loans money on deposit or pledge of personal property or other thing of value or who deals in the purchasing of personal property or other thing of value on condition of selling the same back again at a stipulated price, or who loans money secured by chattel mortgage on personal property and takes possession of the property so mortgaged, or any part thereof.

“Person” means a firm, association, organization or corporation as well as an individual.

“Personal service outlet” means an establishment that provides personal services for the convenience of the neighborhood, including without limitation, ~~barber and beauty shops, shoe repair shops, self-service laundries~~, travel agencies, photographic studios, wellness centers, spas, massage, animal grooming and ~~automatic teller machines~~ personal item repair shops.

“Place or event open to the public” means any place or event, the admission or access to which is open to members of the public upon payment of a charge or fee. This term includes without limitation, the following places and events when a charge or fee for admission to such places and events is imposed upon members of the public:

- A. Any performance of a motion picture, stage show, play, concert, or other manifestation of the performing arts;
- B. Any sporting or athletic contest, exhibition or event whether amateur or professional;
- C. Any lecture, rally, speech or dissertation;
- D. Any showing, display or exhibition of any type, such as an art exhibition; and
- E. Any restaurant, tavern, lounge, bar or club, whether the admission is called a “cover charge,” “door charge,” or any other such term.

“Planning commission” means the city planning and zoning commission.

“Planting season.” (Reserved.)

“Plat” means a map or chart indicating the subdivision or resubdivision of land intended to be filed for record. Other forms include sketch plat, preliminary plat, final plat and replat.

“Possessor of real property” means a person not the owner of the property but who is responsible as lessee, caretaker or otherwise for its care and upkeep and is in control of the property.

“Preliminary construction acceptance” means the city’s acceptance of the developer’s or

subdivider's construction, installation and testing of public improvements and appurtenances thereto as conforming with city standards and defines the date on which the warranty period on such improvements commences.

"Premises" means only that property over which the owner or keeper has full possession and control. The unenclosed property of a condominium or townhouse or the common passageway, parking facility or unenclosed common yard of an apartment building or shopping center are not premises of an owner or keeper.

Principal Building. See "Building, principal."

"Principal use" means the main use of land as distinguished from an accessory or subordinate use.

"Project approval" means a signed and dated document evidencing the approval of the historic preservation commission for work proposed by an applicant. The period for which such approvals are valid may be limited by the issuing commission.

"Property" means real, tangible and intangible personal property.

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

"Public hearing," unless otherwise specifically redefined, means a public hearing pursuant to a notice published, in an official newspaper of the city, at least ten (10) days prior to the date of such hearing which notice shall specify the general purpose, time and place of such hearing. Any such hearing, after publication may be continued, recessed or adjourned from time to time without any further publication or notice thereof.

"Public utility" means any person, firm, corporation, municipal department or board duly authorized to furnish and maintain installations for the supply of electricity, oil, gas, communications, transportation and water.

"Public way" means any street, alley, boulevard, parkway, highway, sidewalk or other public thoroughfare.

"Real property, premises, real estate or lands" means lands, tenements and hereditaments.

Rear Yard. See "Yard, rear."

"Recycling center" means an enclosed building used for storing junk and unenclosed premises on which junk is stored for one week or less.

"Rental property" means all dwellings, dwelling units and rooming units located within the city and rented or leased for any valuable consideration, but the term excludes dwellings owned by the federal government or the state of South Dakota or any of their agencies or political

subdivisions and facilities licensed by the state of South Dakota as health care facilities.

“Residential care facility” means a facility providing social services in a protective living environment for adults or children, including without limitation, group foster care homes; shelters for abused children or adults; nursing homes, intermediate care facilities; or residential care facilities licensed by the South Dakota Department of Health.

“Residential structure” means any structure that is used for the temporary or permanent residence of persons, including without limitation, a dwelling, a boarding house, a hotel, a motel and similar structures.

“Resolution,” as used in this title, means any determination, decision or direction of the governing body of a municipality of a special or temporary character for the purpose of initiating, effecting or carrying out its administrative duties and functions, under the laws and ordinances governing the municipality.

“Resource” means “Historical resource”.

“Restaurant” means an establishment provided with special space, sanitary kitchen, dining room equipment and persons to prepare, cook and serve, in consideration of payment, meals and drinks to guests.

“Roadway” means that portion of a street from curb to curb improved, designed or ordinarily used for vehicular travel. If a street includes two or more separate roadways, “roadway” refers to any such roadway separately, but not to all such roadways collectively.

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

“Roof line” means the highest point on any building where an exterior wall encloses usable floor space (including roof areas for housing mechanical equipment) and the highest point on any parapet wall.

“Rooming house” means any building other than a hotel, cafe or restaurant where, for direct or indirect compensation, lodging, with or without kitchen facilities or meals, is provided for generally one month or more, for three or more roomers not related to the head of the household by marriage, adoption or blood, up to the second degree of consanguinity.

“Rooming unit” means a type of housing accommodation that consists of a room or group of rooms for a roomer, arranged primarily for sleeping and study, and that may include a private bath but does not include a sink or any cooking device.

“Rubble” means large brush, wood, large cardboard boxes or part thereof, large or heavy yard trimmings, discarded fence posts, crates, vehicle tires, junked motor vehicle bodies or part thereof, scrap metal, bed springs, water heaters, discarded furniture, and all other household goods or items, demolition materials, used lumber and other discarded or stored objects three feet or more in length, width, or breadth.

School, Elementary, Junior and Senior High. “Elementary, junior and senior high school” means any public or private school for any grades between first and twelfth which satisfies state compulsory education requirements.

“Service garage” means a building in which the principal use is performing major repairs to and the servicing of motor vehicles.

“Setback” means the minimum distance in linear feet measured on a horizontal plane between the outer perimeter of a structure and each of its lot lines. Where a building is to be erected on multiple platted lots, setbacks shall be measured from the boundaries of the parcel which shall be made up of the multiple lots considered as a whole.

“Shrub.” (Reserved.)

"Short-Term Rentals" means commercial use of a property for remuneration as defined under "Bed and Breakfast establishment", "Specialty resort", and "Vacation Home establishment" as defined in this Title.

“Sidewalk” means that portion of the sidewalk area paved or otherwise improved, designed or ordinarily used for pedestrians and every such walk parallel and adjacent to a roadway.

“Sidewalk area” means the area between the curb of a street and the adjacent property lines.

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

- A. Is a structure or any part thereof (including the roof or wall of a building); or
- B. Is written, printed, projected, painted, constructed or otherwise placed or displayed upon or designed into a building, board, plate, canopy, awning, or vehicle or upon any material, object or device whatsoever; and
- C. By reason of its form, color, wording, symbol, design, illumination or motion, attracts or is designed to attract attention to the subject thereof or is used as a means of identification, advertisement or announcement. 17.08.010

Single-Family Dwelling. See “Dwelling, single-family.”

“Site” means a place where something was, is, or is to be located.

“Site plan” means a required submission, which is a detailed engineering drawing of the proposed improvements required in the development of a given lot.

“Solar Access, Obstruction Protected by Permit.” (Reserved.)

“Solar Collector.” (Reserved.)

“Solar Energy System.” (Reserved.)

“Solar Fence.” (Reserved.)

“Solar Noon.” (Reserved.)

“Sound condition and good repair” means freedom from defects that would endanger the health, safety and welfare of the occupants of the structure.

“Special population” means persons over the age of sixty (60), disabled persons, single parents, or the homeless.

"Specialty resort" means any bed and breakfast establishment (except a bed and breakfast establishment as defined in this Title), lodge, dude ranch, resort, building or buildings used to provide accommodations or recreation for a charge to the public, with no more than ten rental units for up to an average of twenty guests per night and in which meals are provided to only guests staying at the specialty resort as defined and permitted by the State of South Dakota and this Title.

"Stairway" means all stairwells and includes stair stringers, risers, treads, handrails, banisters and vertical and horizontal support.

“Start of construction” means and includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

“State highway” means a street designated as part of the state highway system. Designation of the street as a state highway on any map published by the state or the city or marked as such by signs is prima facie evidence of such designation.

“Storm water” means any flow occurring during or following any form of normal precipitation and resulting therefrom.

“Street” means the entire width between the property boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel and includes without limitation, alleys, or the entire width of every way declared to be a public highway by any law.

“Subdivider” means any person who participates in any manner in the dividing of land for the purpose, immediate or future, of sale or building development.

“Subdivision” means the division of a lot, tract or parcel of land into two or more lots, plats, sites or other divisions of land for the purpose, whether immediate or future, of sale or building development for residential, industrial, commercial or other use, but the term excludes any transaction that is exempt from subdivision regulation under the subdivision ordinance.

“Substantial improvement” means any repair, reconstruction or improvement of any structural element of a structure the cost of which, when added to the cumulative cost of such prior repairs, reconstructions and improvements equal or exceed fifty (50) percent of the market value of the structure in constant dollars either:

- A. Before the improvement or repair is started; or
- B. If the structure has been damaged and is being restored, before the damage occurred.

For the purposes of this title, “substantial improvement” begins when the first alteration of any structural wall, ceiling, floor or other structural part of the structure commences, whether or not that alteration affects the external dimensions of the structure, and all such repairs, reconstructions, and improvements since the date of adoption of the ordinance codified in this title are aggregated. The term does not include either:

- 1. Any project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications that are necessary to assure safe living conditions; or
- 2. Any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places or designated a local landmark or a contributing building in a local, state or national historic district.

“Tavern” means an establishment serving malt and vinous liquids for retail consumption on the premises.

“Temporary housing” means any mobile home, camper or other structure used for human shelter that is designed to be transportable and is not attached to the ground, to another structure, or to any utilities system.

“Tenant.” See “Occupant.”

“Townhouse” means a multi-unit dwelling in which the ownership of each dwelling unit consists of a separate fee simple estate on an individually platted lot, together with an undivided fee simple interest in the common elements, if any.

“Townhouse unit” means that part of a townhouse constituting a single dwelling unit.

“Traffic” means pedestrians, ridden or herded animals, and vehicles, either singly or together, while using any street for purposes of travel.

“Traffic control sign” means a sign on, above or adjacent to a street placed by a public authority to regulate, warn or guide traffic.

“Traffic control signal” means a device on, above or adjacent to a street placed by a public authority by which traffic is alternately directed to proceed and stop by means of the display of colored lights or symbols.

“Transaction” means any contract; any sale or lease of any interest in land, material, supplies or services; or any granting of development right, license, permit or application.

"Transient guest" means any person who resides in a lodging establishment less than four consecutive calendar weeks.

“Travel trailer” means a portable structure, mounted on wheels and designed to be towed by a motor vehicle, which contains cooking or sleeping facilities to provide temporary living quarters for recreational camping or travel.

“Tree.” (Reserved.)

"Undertaking" or "project" means any demolition of any building or structure or historic resource and any other action or contemplated action which requires a permit under any ordinance adopted by the city including the Building Code, as adopted and/or amended, by the city commission.

Use, Conditional. “Conditional use” means a use not allowed within a given district unless certain conditions are met. The conditional use must be a use which is desirable to the zone itself. The city may require substantial conditions to be met by the use to mitigate negative impacts. Example: private nursery school in a residential area. The use is desirable within the district, but the nature of the use is such that special precautions need to be taken to protect neighbors from undue traffic, noise and inconvenience.

“Use-by-right” means a use which is permitted in a given zoning district without having to show need or having specific conditions imposed to be allowed.

"Vacation home establishment" means any home, cabin, or similar building that is rented, leased, or furnished in its entirety to the public on a daily or weekly basis for more than 14 days in a calendar year and is not occupied by an owner or manager during the time of rental as defined and permitted by the State of South Dakota and this Title. This term does not include a bed and breakfast establishment as defined in this Title.

“Valet parking” means a parking arrangement where an employee of a hotel/motel or public facility performs a service for the customers in which such employee parks the vehicle and returns it from a designated area.

Applicants requesting valet parking shall provide the legal description of the proposed site. The area being proposed must be site specific. The applicant shall provide a parking layout and a written statement addressing how the valet parking will be managed.

“Vehicle” means any device that is capable of moving itself, or of being moved, from place to place upon wheels or endless tracks, but the term excludes devices used exclusively upon

stationary rails or tracks.

“Watercourse” means a portion of the floodway area functioning as a natural or improved channel carrying flows not constituting a flood, a stream, a creek, a pond, a slough, a gulch, an arroyo, a reservoir or a lake. The term, includes without limitation, established natural and human-made drainage ways for carrying storm run-off but does not include irrigation ditches.

“Wetlands” means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas.

“Wind energy conversion system” means any machine that converts wind to another form of energy.

“Yard” means an open space between a building and the adjoining lot lines unoccupied and unobstructed by structures except for open steps and terraces and architectural appurtenances. A yard shall be measured as the shortest horizontal distance from the building to the adjacent lot line. This definition shall be construed to exclude parking in the setback areas in districts zoned R1 residential district and R2 multi-family residential district. Yards are normally classified as front yards, rear yards and side yards (see “Setback.”)

Yard, Front. “Front yard” means an open, unoccupied space on the same building site with a main building, extending the full width of the building site and situated between the street line and the front line on the building projected to the side lines of the building site. The depth of the front yard shall be measured between the front line of the building and the street line (see “Setback.”)

Yard, Rear. “Rear yard” means an open, unoccupied space on the same building site and situated between the rear line of the building site and the rear line of the building projected to the side lines of the building site. The depth of the rear yard shall be measured between the rear line of the building site and the rear line of the building (see “Setback.”)

Yard, Side. “Side yard” means an open, unoccupied space on the same building site with a main building, situated between the side line of the building and the adjacent side line of the building site and extending from the rear line of the front yard to the front line of the rear yard; if no front yard is provided, the front boundary of the side yard shall be the front line of the building site, and if no rear yard is provided, the rear boundary of the side yard shall be the rear line of the building site (see “Setback.”)

“Zoning administrator” means the person designated by the city commission to administer and enforce the provisions of this title.

“Zoning district” means an area(s) specifically designated within the limits of the city for which the regulations and requirements governing use, lot and size of building and premises are set forth.

“Zoning lot” means:

- A. A tract of land, either unsubdivided or consisting of two or more lots of record contiguous for a minimum of ten (10) feet, located within a singular block, which at the time of filing for a permit, is declared to be a tract of land to be treated as one zoning lot for the purposes of this title;
- B. A zoning lot, therefore, may or may not coincide with a lot as shown on the official city map, or on any recorded subdivision plat or deed;
- C. A zoning lot may be subdivided into two or more zoning lots, provided that all resulting zoning lots and all buildings thereon shall comply with all of the applicable provisions of this title;
- D. Where several contiguous lots are in single ownership, they may be lumped together and treated as a zoning lot for the purposes of the floor area ratio computation.

“Zoning map” means the zoning district map of the city, adopted as a part of this zoning title, as amended from time to time as provided herein.

"Zoning, Spot" or "Spot Zoning" is what results when a zoning ordinance creates a small island of property with restrictions on its use different from those imposed on the surrounding property.

(Ord. 1316, 2020; Ord. 1289, 2019; Ord. 1035 (part), 2005; Ord. 1026 (part), 2004; Ord. 1003, 2003; Ord. 952 (part), 1999; Ord. 940, 1998; Ord. 930 (part), 1997; Ord. 915 (part), 1996; Ord. 900 (part), 1995; Ord. 851 (part), 1993; Ord. 831 § 1.7, 1992)

SECTION 2: AMENDMENT “17.32.020 Uses Permitted By Right” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

17.32.020 Uses Permitted By Right

Property in the C1 commercial district shall be used for the following purposes or any use which the planning commission considers comparable to another use which is directly listed under this section.

- A. Auditorium, indoor theaters;
- B. Auto accessory parts and repair;
- C. Bakery;
- D. Banks;
- E. Barber shops, beauty shops;
- F. Book, hobby, toy, music stores;
- G. Bowling alley;
- H. Chiropractic office;

- I. Churches;
- J. Civic youth social/fraternal organization;
- K. Convenience stores;
- L. Delicatessen;
- M. Department store, dry good and variety stores;
- N. Dwelling unit, for hired personnel only;
- O. Electrical and household appliance stores, sales and service;
- P. Florist;
- Q. Frozen food lockers, not including slaughtering on the premises;
- R. Fuel storage tanks - above and below ground;
- S. Furniture stores;
- T. Gaming (within city limits as of November 1, 1989);
- U. Gasoline service station;
- V. Hardware stores;
- W. Hospitals;
- X. Hotels and motels;
- Y. Indoor amusement establishment;
- Z. Insurance, real estate, investment offices;
- AA. Libraries and museums;
- AB. Liquor stores;
- AC. Mail order;
- AD. Music, radio and television stores;
- AE. Novelty, curio, antique and souvenir shops;
- AF. Paint stores;
- AG. Parks, recreation land;
- AH. Personal Service Outlet;
- AI. Pet shops;
- AJ. Photographic equipment, sales and service;
- AK. Printing, photocopying, blueprint service;
- AL. Professional/accounting service offices;
- AM. Radio and television studios;
- AN. Restaurant, bar and lounge;
- AO. Second-hand stores;
- AP. Shoe stores;
- AQ. Shoe repair;
- AR. Sporting goods stores;
- AS. Travel bureaus; and
- AT. Wildlife preserves.

(Ord. 900 (part), 1995; Ord. 831 § 3.5.1, 1992)

SECTION 3: **AMENDMENT** “17.36.020 Uses Permitted By Right” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

17.36.020 Uses Permitted By Right

Property in the CE commercial enterprise district shall be used for the following purposes or any use which the planning commission considers comparable to another use which is directly listed under this section.

- A. Adult education facility;
- B. Auditorium, indoor theaters;
- C. Auto accessory part and repair;
- D. Bakery;
- E. Banks;
- F. Barber shops, beauty shops;
- G. Books, hobby, toy, music stores;
- H. Bowling alley;
- I. Chiropractic office;
- J. Civic youth social/fraternal organization;
- K. College and university buildings;
- L. Convenience stores;
- M. Delicatessen;
- N. Department, dry goods and variety stores;
- O. Dwelling unit, for hired personnel only;
- P. Electrical and household appliance stores, sales and service;
- Q. Florist;
- R. Frozen food lockers, not including slaughtering on the premises;
- S. Fuel storage tanks - above and below;
- T. Furniture stores;
- U. Gasoline service station;
- V. Hardware stores;
- W. Hotels and motels;
- X. Indoor amusement establishment;
- Y. Insurance, real estate, investment offices;
- Z. Libraries and museums;
- AA. Liquor stores;
- AB. Mail order;
- AC. Medical and dental clinics;
- AD. Music, radio and television stores;
- AE. Novelty, curio, antique and souvenir shops;
- AF. Paint stores;
- AG. Parks, recreation land;
- AH. Personal Service Outlet;
- AI. Pet shops;
- AJ. Photographic equipment sales and service;
- AK. Pre-school care/educational centers;

- AL. Printing, photocopying, blueprint service;
- AM. Professional/accounting service offices;
- AN. Radio and television studios;
- AO. Restaurant, bar and lounge;
- AP. Schools, vocational-technical;
- AQ. Second-hand stores;
- AR. Shoe repair;
- AS. Shoe stores;
- AT. Sporting goods store;
- AU. Travel bureaus; and
- AV. Wildlife preserves.
- AW. Recreational Cannabis dispensaries.
- AX. Medical Cannabis dispensaries.
- AY. Cannabis Cultivation Facilities.
- AZ. Cannabis Testing Facilities.
- BA. Cannabis Product Manufacturing Facilities.

(Ord. 900 (part), 1995; Ord. 831 § 3.6.1, 1992)

SECTION 4: AMENDMENT “17.40.020 Uses Permitted By Right” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

17.40.020 Uses Permitted By Right

Property in the CH commercial highway district shall be used for the following purposes or any use which the planning commission considers comparable to another use which is directly listed under this section.

- A. Adult education facility;
- B. Animal clinic;
- C. Auditorium, indoor theaters;
- D. Auto parking lots (commercial);
- E. Auto sales and service;
- F. Auto service station and garage;
- G. Auto accessory part and repair;
- H. Auto wash and polish service;
- I. Bakery;
- J. Banks;
- K. Barber shops and beauty shops;
- L. Book, hobby, toy and music stores;
- M. Bowling alley;

- N. Chiropractic office;
- O. Civic youth social/fraternal organization;
- P. Convenience stores;
- Q. Delicatessen;
- R. Department, dry goods and variety stores;
- S. Drive-in restaurants;
- T. Dwelling unit, for hired personnel only;
- U. Electrical and household appliance stores, sales and service;
- V. Florist;
- W. Frozen food lockers, not including slaughtering on the premises;
- X. Fuel storage tanks, above and below ground;
- Y. Furniture stores;
- Z. Gaming (within city boundaries as of November 1, 1989);
- AA. Gasoline service station;
- AB. Hardware stores;
- AC. Hotels and motels;
- AD. Indoor amusement establishment;
- AE. Insurance, real estate, investment offices;
- AF. Laundromat;
- AG. Libraries and museums;
- AH. Liquor stores;
- AI. Mail order;
- AJ. Medical and dental clinics;
- AK. Miniature golf;
- AL. Music, radio and television stores;
- AM. Novelty, curio, antique and souvenir shops;
- AN. Paint stores;
- AO. Parks, recreation land;
- AP. [Personal Service Outlet;](#)
- [AQ.](#) Pet shops;
- AR. Photographic equipment sales and service;
- AS. Printing, photocopying, blueprint service;
- AT. Professional/accounting service offices;
- AU. Radio and television studios;
- AV. Restaurant, bar and lounge;
- AW. Schools, vocational and technical;
- AX. Second-hand stores;
- AY. Shoe stores;
- AZ. Shoe repair;
- BA. Sporting goods stores;
- BB. Travel bureaus; and
- BC. Wildlife preserves.
- BD. Recreational Cannabis dispensaries.
- BE. Medical Cannabis dispensaries.
- BF. Cannabis Cultivation Facilities.

BG. Cannabis Testing Facilities.
BH. Cannabis Product Manufacturing Facilities.

(Ord. 900 (part), 1995; Ord. 831 § 3.7.1, 1992)

SECTION 5: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from October 29, 2025 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

Presiding Officer

Attest

Charlie Struble-Mook, Mayor, City of
Deadwood

Jessica McKeown, Finance Officer,
City of Deadwood

ORDINANCE NUMBER 1433
SUPPLEMENTAL BUDGET APPROPRIATION #5 FOR 2025

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

FUND 0101 GENERAL FUND

Finance Professional Services	\$70,000.00
Source of Revenue: Fund Cash Reserves	

FUND 0101 GENERAL FUND

Fire Equipment	\$2,500.00
Source of Revenue: Grant received for PPE	

FUND 0610 PARKING & TRANSPORTATION

Trolley Repairs	\$13,500.00
Source of Revenue: Insurance Proceeds	

Broadway Repairs	\$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:	September 15, 2025
Second Reading:	October 6, 2025
Published:	October 9, 2025
Adopted:	October 9, 2025

**CITY OF DEADWOOD
ORDINANCE 1434**

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

SECTION 1: **ADOPTION** “5.06.024 False Information” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

5.06.024 False Information(*Added*)

No person shall give any false or misleading information in connection with his or her application for Mobile Food and Beverage Vending License.

SECTION 2: **ADOPTION** “5.06.064 Operations” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

5.06.064 Operations(*Added*)

Mobile food and beverage vendors shall:

1. Remove Food Truck, Trailer, Cart or Tent if not operating within a 12-hour period on public property.
2. Remove Food Truck, Trailer, Cart or Tent if not operating within a 72-hour period on private property.
3. Maintain a clean and safe operating environment.
4. Follow the rules and regulations outlined in the application.

SECTION 3: **ADOPTION** “5.06.110 Penalties” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

5.06.110 Penalties(*Added*)

Failure to obtain a license as required by City of Deadwood or any other violations may be punishable by the maximum fine and jail as prescribed for Class 2 misdemeanors under South Dakota law for each offense. Each day of operation without such a license or without compliance with the terms of this chapter shall be deemed a separate offense.

SECTION 4: AMENDMENT “5.06.010 Definitions” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

5.06.010 Definitions

(1) Food Truck/Food Trailer. For the purposes of this chapter, the term mobile vending shall be defined as any “food truck” or food trailer as a licensed motor vehicle or trailer that has equipment for cooking, smoking, preparing, hot holding, curing, and selling food or beverages. This definition shall not include deliveries of prepared food or beverages by passenger vehicles, vans, or trucks having only devices installed for securing food or beverages during transport and is not equipped with any equipment for food or beverage preparation. (2) Food Cart. For the purposes of this chapter, the term “food cart” shall be defined as any type of mobile carrier designed to facilitate the sale and marketing of food or beverages and is not defined as a food truck, trailer or tent. (3) Mobile Food and Beverage Vending/Vendor(s). For the purposes of this chapter, the term “mobile food and beverage vending/vendor(s)” shall be defined as an activity whereby prepared food or beverages are sold to the public from a Food Truck or Food Cart. This definition shall not include food and beverage delivery services. -
(4) Food Tent. For the purposes of this chapter, the term "food tent" shall be defined as a temporary structure at a special event used to protect food from environmental factors and is not defined as a food truck, trailer or cart.
~~(4) Permitted Period of Operation. For the purposes of this chapter shall be defined as 1, 2 or 3 days, individually or consecutively, with a minimum of 30 days between permitted days of operation between the hours of 7:00 AM and 12:00 AM.~~

SECTION 5: AMENDMENT “5.06.020 License Required” of the Deadwood Municipal Code is hereby *amended* as follows:

A M E N D M E N T

5.06.020 License Required

It shall be unlawful to operate a food truck, food trailer, food tent or food cart in the City of Deadwood without first having obtained a license as described herein.

SECTION 6: AMENDMENT “5.06.030 Fees And Licensing Procedure” of the Deadwood Municipal Code is hereby *amended* as follows:

A M E N D M E N T

5.06.030 Fees And Licensing Procedure

(1) The operator of all food trucks, food trailers, food tents and food carts shall apply for a license on forms adopted by the City Commission and provided by the City of Deadwood Planning and Zoning Office. (2) The annual application fee(s) shall be set by resolution of the City Commission.

(3) The number of licenses may be limited by resolution of the City Commission.

(4) Licenses shall be valid for the calendar year in which they are issued and will remain in effect during the year of issuance, per this chapter.

~~(35) An approved applicant shall pay an additional fee for their approved event application that will be set by resolution.~~ provide Payment for license is due prior to the dates of operation and is non-refundable.

SECTION 7: AMENDMENT “5.06.040 Permitted Locations” of the Deadwood Municipal Code is hereby *amended* as follows:

A M E N D M E N T

5.06.040 Permitted Locations

Mobile food and beverage vending shall be permitted at the following City approved locations:

- (1) ~~South Gateway/Pluma Welcome Center~~ Outlaw Square and Deadwood Event Center may be available per city issued management contracts.
- (2) During non-event periods of time, food trucks may reserve a date and time to operate in the South Gateway/Pluma Welcome Center, Sherman Street parking lot and Welcome Center parking lot.
- (3) During city recognized special events, the Interpretive parking lot may be available for non-profit organizations for the purpose of fundraising.
- (4) During city recognized special events, food tents may be allowed to operate on Gold Street.
- (5) Private property where mobile food and beverage vending is not prohibited under 5.06.050.

The City of Deadwood will review and consider for approval a specific location for operation within the above locations. The City of Deadwood reserves the right to deny an application if the intent of this ordinance is not met with regard to congestion, safety, licensing or other concerns identified in the review process.

SECTION 8: AMENDMENT “5.06.050 Locations And Times Prohibited”
of the Deadwood Municipal Code is hereby *amended* as follows:

A M E N D M E N T

5.06.050 Locations And Times Prohibited

- (1) Mobile food and beverage vending is prohibited where vending activity is blocking access to a public street, alley, bike path, ~~sidewalk~~, or access to an adjacent property. ~~(2) Mobile food and beverage vending shall be prohibited between the hours of 12:00 AM and 7:00 AM.~~
- (2) A mobile food vending establishment cannot be permanently located on any public or private property and cannot function as a permanent structure.
- (3) Mobile food and beverage vending is strictly prohibited in residential zoning districts.
- (4) Food Trucks and Food Trailers are prohibited from Main Street except on private property or as part of an approved Special Event Application.

SECTION 9: **AMENDMENT** “5.06.060 Health, Safety, And Sanitation” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

5.06.060 Health, Safety, And Sanitation

Mobile food and beverage vendors shall: (1) Operate according to the public health and food safety requirements determined by South Dakota Department of Health. (2) Comply with the fire safety requirements checklist as provided on the mobile food and beverage vending license. (3) Comply with the licensing requirements of the State of South Dakota including food, sales tax, and mobile food and beverage vending. (4) Provide and maintain a trash bin for public use and remove all garbage within twenty-five feet of any food truck, food trailer, food tent or food cart ~~during~~ at the end of daily operations. The mobile food vendor shall not place trash or litter from the mobile food vending establishment in any unauthorized private or city receptacle.

(5) Mobile food vendors must adhere to all noise ordinances of the city.

(6) All mobile food vendors who wish to burn solid fuels must obtain a permit from the Deadwood Volunteer Fire Department and remain in compliance with Chapter 8.08 Fireworks and Burning.

SECTION 10: **AMENDMENT** “5.06.070 Signage” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

5.06.070 Signage

No signage or advertising shall be permitted except for what appears on the mobile food and beverage truck, trailer, tent or cart.

SECTION 11: **AMENDMENT** “5.06.080 Alcohol” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

5.06.080 Alcohol

Mobile food and beverage vendors shall not sell or distribute ~~alcoholic~~ intoxicating beverages.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

Presiding Officer

Attest

Charlie Struble-Mook, Mayor, City of
Deadwood

Jessica McKeown, Finance Officer,
City of Deadwood

**CITY OF DEADWOOD
ORDINANCE 1435**

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

SECTION 1: **AMENDMENT** “5.28.060 Fee, Bond And Duration Of License” of the Deadwood Municipal Code is hereby *amended* as follows:

A M E N D M E N T

5.28.060 Fee, Bond And Duration Of License

- A. The license fee under this chapter, which is set and amended by resolution, shall be ~~seven hundred fifty dollars (\$750.00)~~, payable in advance, for each fourteen (14) day period for any activity described herein that is to be conducted inside or outside. ~~The license fee under this chapter shall be two hundred fifty dollars (\$250.00), payable in advance, for each fourteen (14) day period for any activity described herein that is to be conducted inside. Each applicant shall file with their application, a bond to the city in the amount of five hundred dollars (\$500.00), which bond shall stay in effect for one (1) year from the time of its filing and which shall first be used to indemnify the city for any damages or be forfeited for continued operation of the business beyond the license date, and which also may be attached by any individual aggrieved by the acts or products of the licensee or his or her agents.~~ Upon meeting the conditions specified by ~~this e~~Chapter 5, the applicant may be issued a license for the location and the time period for which it is effective.
- B. All establishments which possess a convention center liquor license ~~qualify for~~ shall obtain a convention center vending permit. The license fee for a convention center vending permit, which is set and amended by resolution, shall be ~~one thousand five hundred dollars (\$1,500.00)~~, payable in advance, for one (1) calendar year. This permit allows for the establishment to have indoor or outdoor vending on their private property ~~at the same location as their convention center liquor license~~ per SDCL 35-4-75. A vendor doing business inside or outside of a licensed convention center is not required to pay a separate vending permit fee to the city as it shall be covered under the convention center's license.
- C. Monthly vending reports shall be submitted by convention center vending, including Outlaw Square and Event Complex, to the Planning and Zoning Office. The report shall list event and vendor information for any event scheduled to occur the following month. Reports shall be submitted by the 15th of each month. Reports are to be submitted even if no upcoming event is planned for the following month. Failure to submit monthly reports could risk future event approval(s) and/or reissuance of liquor license. Approved vendors will be subject to periodic checks by the Zoning Administrator and/or his/her designee to ensure all information required by the City of

Deadwood is being provided.

- D. Outdoor vending during the Sturgis Rally and Races shall ~~not~~ NOT be covered by a convention center vending license. Vendors for the Sturgis Rally and Races shall follow all criteria of Chapter 5.28 excluding Outlaw Square and the Deadwood Event Center. ~~The licensed establishment is required to provide the zoning administrator a monthly report that will include: Upcoming conventions or events that will have vending, a list of vendors that will attend conventions in the upcoming month along with their sales tax identification numbers. Convention center establishments will be subject to spot checks by the zoning administrator periodically to insure all of the information required by the city of Deadwood is being provided. A convention center vending license permit application may obtain approval or denial from the city of Deadwood planning and zoning board in a regular planning and zoning meeting. Convention center vending licenses require no review period prior to approval. All temporary vendors during the Sturgis Rally and Races, other than those operating indoors under a convention center vending license, shall follow all criteria of Chapter 5.28.~~
- E. Any person or organization approved use of the Deadwood Event Complex or Outlaw Square shall follow vendor rules below:
1. ~~Vendors doing business during approved Deadwood Event Complex or Outlaw Square events shall be required to complete a City of Deadwood vendor's permit application for all vendors prior to the event.~~
 2. Vendors shall provide the necessary information to the event coordinator including South Dakota Sales Tax License.
 3. Vendors shall comply with the guidelines of the facility use agreement for the Event Complex or Outlaw Square and shall comply with all other requirements of Chapter 5.28.

(Ord. 1298, 2019; Ord. 1241 (part), 2015; Ord. 1141 (part), 2011; Ord. 1101 (part), 2008; Ord. 978 (part), 2001; prior code § 22-105)

SECTION 2: AMENDMENT "5.28.040 License Application" of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

5.28.040 License Application

A. An applicant operating as a temporary vendor on city property shall file a verified application with the Zoning Administrator or her or his designee, providing the following information:

- A. Proof of a South Dakota Sales Tax License and if for the sale of food or beverages, a certificate from the South Dakota health department.

- B. A statement of whether the applicant, upon sale or order, shall demand, accept or receive payment or deposit of money in advance of final delivery.
- C. A statement of the period of time the applicant wishes to do business within the city limits.
- D. The local or permanent address of the applicant.
- E. The type of personal property or services the applicant proposes to offer in the city.
- F. Liability insurance certificate naming the City of Deadwood as additionally insured in an amount of not less than one million dollars (\$1,000,000).
- G. A list of three business references, including, if possible, the names of three cities or towns where the applicant has operated previously.
- H. A letter from the zoning administrator stating that the activity for which the license is sought has been approved by the planning and zoning commission and board of adjustment as appropriate under the zoning ordinance of the city, codified in Title 17 of this code.

(Ord. 1101 (part), 2008; Ord. 1005 § 22-103, 2003; Ord. 978 (part), 2001: prior code § 22-103)

SECTION 3: AMENDMENT “5.28.080 Exceptions” of the Deadwood Municipal Code is hereby *amended* as follows:

A M E N D M E N T

5.28.080 Exceptions

- A. The city commission shall have the authority to grant exceptions to the fee ~~and bond~~ associated with this chapter for and during specific community events such as the Days of '76 Celebration, Wild Bill Days and other events where sponsors of said events have in the past used vendors in connection with such events at the Deadwood Event Complex and Outlaw Square, and other community events provided that the sponsor of such events will make every reasonable attempt to use services, merchandise and products of local businesses if possible. Further, any prohibition of temporary structures on private property zoned CH-commercial highway district or C1 commercial district may be waived upon holding a public hearing on this issue, with the proponent of such waiver being responsible for all costs of said public hearing. Further, the fee ~~and bond~~ requirements may be waived by the city commission upon holding a public hearing on this issue.
- B. This chapter, except for the temporary structures provisions and the license application provision (Section 5.28.040), shall not apply to solicitations, sales or distributions made by local or nationally chartered charitable, educational or religious organizations. This chapter shall not be deemed to waive the notice requirements under the state statute to the city commission of any organization conducting a bingo game or lottery nor to restrict the city commission in the reasonable regulation of such bingo game or

lottery.

- C. This chapter shall not apply to the sales of fruits, vegetables, farm or garden products, or farmer's markets.
- D. This chapter shall not apply to ~~R~~ummage sales, yard sales, city-wide community used property sales and lemonade stands or other similar activities operated by minors or children or youth groups, or other nonprofit groups.

(Ord. 1247, 2016; Ord. 1241 (part), 2015; Ord. 1141 (part), 2011; Ord. 978 (part), 2001: prior code § 22-107)

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

Presiding Officer

Attest

Charlie Struble-Mook, Mayor, City of
Deadwood

Jessica McKeown, Finance Officer,
City of Deadwood



Deadwood Volunteer Fire Department

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

Date: September 15, 2025

To: Honorable Mayor and Commissioners

From: Deadwood Fire Dept.

Reference: New Rescue Tools (Jaws of Life)

Deadwood Fire Dept. is requesting to purchase a set of rescue Tools (Jaws of Life), Spreader, Cutter and Ram. The Current set of rescue tools are over 25 years old. These tools are used on vehicle accidents to be able to free trap patients. These new tools would be battery operated. And would be a lot safer than the current tools to operate. The two quotes, one from M&T Fire at the Cost of \$34,435.00 and the other quote was from DINGES Fire. For the cost of \$30,529.95. Requesting to purchase from DINGES FIRE Company at the cost not to exceed \$30,529.95. This purchase would come out of the fire dept. equipment budget.

Thank You for your time and consideration.

Regards.

Charles Fetter

Deadwood Fire Dept. – Fire Technician



Dinges Fire Company

243 E Main St.
Amboy, IL 61310
Phone: 815.857.2000
www.DingesFire.com

Bill To:

Deadwood Fire Dept (SD - PROSPECT)
C/O: Charles Fetter
737 Main St.
Deadwood, SD 57732

Ship To:

Deadwood Fire Dept
737 Main St
Deadwood, SD 57732

Quantity	Item	Description	Price	Total
1	Amkus-IC750LBsgt	IC750 CUTTER	\$8,995.00	\$8,995.00
1	Amkus-IS320LBst	IS320 ION SPREADER	\$9,995.00	\$9,995.00
1	Amkus-ICHRG-4FASTst	ION FLEXVOLT BATTERY CHARGER - 120V (4 Bay Fast Charger)	\$315.00	\$315.00
8	Amkus-IBATTFFV-9st	60V BATTERY (9/3 AMP-HR)	\$205.00	\$1,640.00
1	Amkus-ITR500LBst	ITR500 RAM	\$7,895.00	\$7,895.00
1	Amkus-KS0029-KITst	EXTENDED REACH TIPS - AMK-24, AMK-30CRT & ION Spreaders (1 Pair)	\$1,339.95	\$1,339.95

* Sales tax will be applied to customers who have not provided a tax exempt certificate.

Sub Total \$30,179.95

* Quote Created on 08/20/2025. Pricing valid until 09/20/2025, unless noted otherwise.

Shipping \$350.00

* Financing options may be available. Please contact your sales rep for more information and a payment estimate.

Total \$30,529.95

This is a quotation only. Please do not make payment based off this quotation. An invoice will be sent to you when product is ready for delivery. Contact your local sales representative with any questions or requests.

Some products may not be able to be cancelled after an order is approved if it is a built to spec or custom item. Restocking fees may apply if custom products are cancelled after order and before delivery.



M & T Fire and Safety
105 Kasan Ave PO Box 167

Section 10 Item g.

ACTIVITY	QTY	RATE	AMOUNT
ESLC-30-20V TNT Rescue, Dewalt 20V ESLC-30 C-Cutter, 10,500psi, Single Battery Operation, (Includes 2- Dewalt 20 Volt Batteries & 2 Rapid Chargers)	1	11,800.00	11,800.00T
ES-100-28-20V TNT Rescue Dewalt 20 Volt, Electric Storm Surge Series 28 Inch Spreader, 10,500psi, Single Battery Operation, (Includes 2- Dewalt 20 Volt Batteries & 2 Rapid Chargers)	1	12,500.00	2,500.00T
ER-40-20V TNT Rescue Storm Surge Dewalt 20 Volt 40 Inch Ram 10,500psi Single Battery Surge Operation (Includes 2-Dewalt 20 Volt Batteries & 2 Rapid Charger)	1	8,000.00	8,000.00T
STRMRAMBASE-EXT TNT Rescue Storm Surge Ram Base Extension Kit, comes with 6-12-18" Extensions.	1	1,850.00	1,850.00T
SQ-PUSHPLATE TNT, SQ-PUSHPLATE	1	285.00	285.00T
Freight Freight (actual freight to be charged at time of invoicing)	1	0.00	0.00T

Estimates are good for 30 days unless specified otherwise.

SUBTOTAL

34,435.00

0.00

TAX (0%) Returned items are subject to restocking fees.

TOTAL

\$34,435.00

Volga, SD 57071 +16056275165 acct@mtfiresafety.com
mtfiresafety.com

ADDRESS

Deadwood Volunteer Fire
Department
737 Main Ave
Deadwood, SD 57732-1015

SHIP TO

Deadwood Volunteer Fire
Department
737 Main Ave
Deadwood, SD 57732-1015

Estimate 14475

DATE 08/18/2025

SALESMAN

jb