



City Commission Regular Meeting Agenda

Monday, March 02, 2026 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of February 17, 2026 City Commission Minutes.

4. **Approve Bills**

[a.](#) Approval of Bill List for March 2, 2026.

5. **Items from Citizens on Agenda**

6. **Consent Agenda**

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

- a. Permission to accept retirement letter from Streets Equipment Operator, Robert Radensleben, effective May 1, 2026. (Over 28 years of service to the City of Deadwood.)
- b. Permission to transfer Bailey Radensleben from Lifeguard II to full-time Custodian at \$21.00 an hour effective March 15, 2026.
- c. Permission to advertise in-house for 5 days and then outside sources if needed, for full-time Rec Center Lifeguard II position at \$19.00 per hour.
- d. Permission to advertise in-house for 5 days for half-time trolley driver for up to 29 hours per week at current wage, with benefits outlined in employee handbook.
- [e.](#) Resolution 2026-10 Declare Surplus Property.
- f. Permission to accept resignation of Sue DeGooyer from the Library Board effective February 19th, 2026.
- g. Permission to remove Sue DeGooyer from the Library Board for worker's compensation purposes effective February 19, 2026.

- h. Permission to pay off 2019 Kubota skid steer SSV65 lease from Kubota Leasing in the amount not to exceed \$13,500.00. (To be paid from Parks equipment budget.)
- i. Permission to allow Deadwood Volunteer Fire Dept members Charles Fetter, John Beck, Don Gifford and Mike Klamm to attend pipeline safety training in Rapid City on March 17, 2026 and Sarah Van Tassel and Jeremy Van Tassel to attend same training in Spearfish on March 18, 2026.
- j. Permission to pay Midco Diving & Marine Services in the amount of \$4,476.00 for water reservoir cleaning and inspection of the Pluma and Roosevelt Tanks. (To be paid by Water Department Professional Services budget.)
- k. Permission for the Mayor to sign a 12-month agreement with Servall Uniform and Linen Supply for janitorial supplies. (To be paid by Public Buildings.)
- l. Permission for Mayor to sign contract with Renee Boen to review native american collection at the Days of 76 Museum in an amount not to exceed \$5,000.00. (To be paid by HP Archaeology line item.)
- m. Permission for Mayor to sign contract with Dynamite Media Solutions to create video clips for City's GIS page for an amount not to exceed \$2,000.00. (To be paid by HP Archives professional services line item.)
- n. Permission to adopt updated Event Complex Application and checklist. (Recommendation from Event Committee on February 26, 2026 meeting.)
- o. Permission to adopt updated Special Event Application and checklist. (Recommendation from Event Committee on February 26, 2026 meeting.)
- p. Permission to allow use of public property for The Big Mick: Sherman Street Lot Saturday, June 13, 2026.
- q. Permission to allow use of public property for Deadwood Easter Egg Hunt at the Event Complex (Ferguson Field) on Saturday, March 28, 2026 at 10:00 a.m.

7. **Bid Items**

8. **Public Hearings**

- a. Set public hearing on March 16 for Hops and Hogs Event: open container in zones 1 and 2 from 5:00 p.m. to 10:00 p.m. on Friday, May 15 and from noon to 10:00 p.m. on Saturday, May 16, 2026.
- b. Set public hearing on March 16 for Wednesday Night Concert Series at Outlaw Square: open container in zone 1 and 2 from 5:00 p.m. to 10:00 p.m. on the following Wednesdays: May 27, June 3, June 10, June 17, June 24, July 1, July 8, July 15, July 22, July 29, August 5, August 19, August 26 and September 2, 2016 and street closure on Deadwood Street from Main Street to Pioneer Way from 6:00 p.m. to 10:00 p.m. on the above mentioned Wednesdays.
- c. Set public hearing on March 16 for Deadwood Double Shot Concert: open container in zone 1 and 2 from noon to 10:00 p.m. on Saturday, May 30; and street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. on Saturday, May 30 to 2:00 a.m. on Sunday, May 31, 2026.

- d. Set public hearing on March 16 for NAJA Shriners Circus Event: waiver of cleaning, tent and user fees at Event Complex on Friday, June 5 and Saturday, June 6, 2026.
- e. Set public hearing on March 16 for Mickelson Trail Post Race Party at Outlaw Square: open container in zone 4 from 1:00 p.m. to 6:00 p.m. on Sunday, June 7, 2026.
- f. Set public hearing on April 6 for Wild Bill Days Event: open container in zones 1 and 2 on Friday, June 19 and Saturday, June 20 from noon to 10:00 p.m. daily; street closure on Main Street from Wall to Deadwood from 8:00 a.m. on Friday, June 19 to 3:00 a.m. on Sunday, June 21; street closure on Deadwood Street from Main Street to Pioneer Way from 8:00 a.m. on Friday, June 19 to 3:00 a.m. on Sunday, June 21; street closure on Siever Street from 6:00 a.m. on Friday, June 19 to 11:00 p.m. on Saturday, June 20; street closure on Main Street from Wild Bill Bar to Nugget Saloon for pop-up vendors from 10:00 a.m. on Friday, June 19 to 7:00 a.m. on Monday, June 22, one-way traffic will be allowed down Main Street via Wall Street and the Parking Ramp; special temporary beer and wine license for Deadwood Chamber at Outlaw Square on Friday, June 19 and Saturday, June 20 from noon to 10:00 p.m.; and waiver of banner and vending fees on Friday, June 19 and Saturday, June 20, 2026 for Sponsors.
- g. Set public hearing on April 6 for PBR Event: open container at the Event Complex from noon to 10:00 p.m. and fireworks display at 7:00 p.m. on Friday, June 12 and Saturday, June 13; and waiver of user fees Wednesday, June 10 through Sunday, June 14, 2026 in lieu of surcharge collection at the Event Complex.
- h. Set public hearing on April 6 for July 4th Parade: street closure on Main Street from Lower Main at Pioneer Way to Pine Street from 3:00 p.m. till parade ends on Saturday, July 4, 2026.
- i. Set public hearing on April 6 for Red, White and Wu's event: open container in zone 1 and 2 from noon to 10:00 p.m. on Saturday, July 4; Main Street from Wall Street to Lower Main Street at Pioneer Way will be one-way traffic down Main street via Wall Street and the Parking Ramp. (Approved by P&T Committee on February 26.)
- j. Set public hearing on April 6 for Deadwood Blues Festival Event: open container in zones 1 and 2 on Saturday, July 11 from noon to 10:00 p.m.; street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. on Saturday, July 11 to 2:00 a.m. on Sunday, July 12 and street closure on Siever Street from 12:00 a.m. on Saturday, July 11 to 2:00 a.m. on Sunday, July 12, 2026.
- k. Set public hearing on April 6 for Deadwood Double Shot Concert: open container in zone 1 and 2 from noon to 10:00 p.m. on Saturday, September 5; and street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. on Saturday, September 5 to 2:00 a.m. on Sunday, September 6, 2026.

9. **Old Business**

10. **New Business**

- a. Second reading of Ordinance 1443 - 5.28 Display of Merchandise.

- b. First Reading of Ordinance #1444 Establishing Chapter 15.02 - Special Assessments.
- c. Act as Board of Adjustment and approve/deny Application for Conditional Use Permit - Oralie's Development - Multi-Family Dwelling Unit legally described as Lots 1, 2, 3, 4, 5, 6, and 7, Block 1 of Highland Park Addition to the City of Deadwood, Lawrence County, South Dakota, according to the Plat recorded in Book 1 Page 135. (Approved by Planning and Zoning Commission February 4, 2026 with four (4) conditions.)
- d. Request to grant exemption from Ordinance Chapter 15.32.130(K), permitting flags and bunting to remain on display from May 15, 2026 to October 15, 2026 as part of Deadwood Sesquicentennial Celebration.
- e. Permission to purchase 2025 Ford Police Interceptor Police from Wareing Motors in an amount of \$46,135.00, which is state bid pricing. (To be paid by Police equipment line item.)
- f. Permission to Purchase 12 Trash Receptacles from Victor Stanley including freight in the amount of \$20,465.00.(To be paid from HP Capital Asset.)
- g. Permission pay Inland Truck Parts & Service to replace timing chain, gears & gaskets in trolley 4 at a price not to exceed \$6,800.00. (To be paid by Trolley repairs line item.)
- h. Permission to engage Wyss Associates, Inc. at a cost not to exceed \$6,500.00 for conceptual design, layout, and opinion of probable cost for Days of '76 Parking Lot and New Campground. (To be split by P&T Professional Services and HP Professional Services line items.)

11. Informational Items and Items from Citizens

- a. Commission Meeting on March 16, 2026 will be at 1:00 p.m. to accommodate Government Day Activities with the School District.
- b. Petitions may be taken out and circulation began on Monday, February 2 for two City Commission seats, each 3-year terms. Petitions must be returned no later than Tuesday, March 24, 2026 at 5:00 p.m.
- c. Deadwood Volunteer Fire Department will host the Annual Pancake Feed Sunday, March 8, 2026 from 9:00 a.m. to 1:00 p.m. Free smoke detectors and/or batteries for those who need them.

12. Executive Session

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

13. Adjournment

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

URL: <https://us02web.zoom.us/j/6055782082?pwd=Z1QrRXhXaXp4eStPSjg2YjVTNUtZQT09>
Meeting ID: 605 578 2082
Password: 1876
One tap mobile: 669-900-9128

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

REGULAR MEETING, FEBRUARY 17, 2026

The Regular Session of the Deadwood City Commission convened on Tuesday, February 17, 2026 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Dakota. Mayor Charlie Struble-Mook called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Charles Eagleson, Michael Johnson, Sharon Martinisko and Mark Speirs. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Eagleson moved, Johnson seconded to approve the minutes of February 2, 2026. Roll Call: Aye-All. Motion carried.

APROVAL OF DISBURSEMENTS

Martinisko moved, Johnson seconded to approve the February 2, 2026 disbursements. Roll Call: Aye-All. Motion carried.

ACE HARDWARE	SUPPLIES	111.09
ADAMS SALVAGE	TIRES	2.88
ALBERTSON ENGINEERING	PROJECT	1,790.00
AMAZON CAPITAL	SUPPLIES	1,946.35
AMERICAN ENGINEERING TESTING	SERVICE	785.00
ARCHAEOLOGICAL RESEARCH	SERVICE	20,834.67
AVID4 ENGINEERING	SERVICE	435.00
AXON ENTERPRISE	SERVICE	37,959.94
BADGER METER	SERVICE	178.50
BH CHEMICAL	SUPPLIES	698.14
BH ENERGY	SERVICE	32,374.64
BH PIONEER	SERVICE	1,170.08
BH SPECIAL SERVICES	CLEANING	1,050.00
BLUEPEAK	SERVICE	2,427.36
BUTLER MACHINERY	SUPPLIES	88.80
CED SPEARFISH	SUPPLIES	1,181.64
CENTURY BUSINESS PRODUCTS	SERVICE	386.30
CHAINSAW CENTER	SUPPLIES	26.99
CIVICPLUS	SERVICE	2,118.38
CULLIGAN	SUPPLIES	36.25
DARK CANYON COFFEE	SUPPLIES	131.80
DEADWOOD CHAMBER	BILL LIST	94,807.06
DVFD	PAY PER CALL PROJECT	48,429.00
DLT SOLUTIONS	SERVICE	520.62
FIB CREDIT CARDS	SUPPLIES	6,338.78
FIREHOSEDIRECT	SUPPLIES	929.26
GOLDEN WEST	SERVICE	3,924.48
GUNDERSON, PALMER, NELSON	SERVICE	4,895.10
HGH CONSTRUCTION	PROJECT	84,733.34
HI-VIZ SAFETY WEAR	SUPPLIES	1,073.11
HOLIDAY INN EXPRESS	CONFERENCE	4,202.00
INLAND TRUCK PARTS	SUPPLIES	679.60
INTERSTATE BATTERY	SUPPLIES	151.92
IPS GROUP	SERVICE	7,450.80
IWORQ	SERVICE	3,250.00
JACOBS WELDING	SERVICE	246.64
JERRY GREER'S AUTO SHOP	SERVICE	248.86
KONE	SERVICE	621.85
LAWRENCE CO. AUDITOR	TIF #14 DISSOLVE	33,682.00
LAWSON PRODUCTS	SUPPLIES	1,034.73
LEAD CHAMBER OF COMMERCE	SPONSOR	10,000.00
LEAD-DEADWOOD SANITARY	SERVICE	26,558.45
LEAD-DEADWOOD SCHOOL	TIF #14 DISSOLVE	61,126.58
LOOKOUT PLAN + CODE CONSUL	SERVICE	107.20
LUX, JUSTIN	REIMBURSEMENT	28.19
MEAD LUMBER	SUPPLIES	200.06
MED-TECH RESOURCE	SUPPLIES	4,188.00
MIDWEST TAPE	SUPPLIES	289.16
MS MAIL	SERVICE	2,898.75
NHS OF THE BLACK HILLS	SERVICE	4,958.25
ODP BUSINESS SOLUTIONS	SUPPLIES	107.14
ONSOLVE	SERVICE	1,605.00
OVERDRIVE	SERVICE	1,500.00
PETTY CASH	HP/ZONING	125.88
PONDEROSA BUILDERS	PAY APP	60,000.00
QUADIENNT FINANCE	POSTAGE	500.00
QUICKTROPHY	SUPPLIES	31.26
RAMKOTA HOTEL	CONFERENCE	4,402.00
RASMUSSEN MECHANICAL	MAINTENANCE	76,855.78
RECREATION SUPPLY	SUPPLIES	889.87
ROCKINGTREE LANDSCAPES	SUPPLIES	61.90
SD BUILDING OFFICIALS	TRAINING	255.00
SD COMMISSION ON GAMING	CITY SLOTS	32,386.36
SD HOUSING DEVELOPMENT	TIF #13	4,476.98
SD MUNICIPAL LEAGUE	MEETING	225.00
SD REDBOOK FUND	TRAINING	30.00
SDN COMMUNICATIONS	SERVICE	2,646.00
SERVALL	SUPPLIES	1,982.60
SOUTHSIDE SERVICE	SERVICE	296.00
TENNANT SALES & SERVICE	SUPPLIES	479.00
THE CENTER FOR WESTERN STU	SPONSOR	750.00
TOMS, DON	PROJECT	600.00
TOWEY DESIGN GROUP	PROJECT	4,823.50

REGULAR MEETING, FEBRUARY 17, 2026

ULINE	SUPPLIES	252.82
VERIZON CONNECT	SERVICE	219.75
VIEHAUSER ENTERPRISES	SERVICE	22.00
VIGILANT BUSINESS SOLUTION	SERVICE	272.75
WATERS HARDWARE	SUPPLIES	1,994.83
WELLMARK	INSURNACE	49,765.01
WEST RIVER SOLID WASTE	SERVICE	14,301.30
WEST TIRE ALIGNMENT	SUPPLIES	63.18
WESTERN COMMUNICATIONS	SUPPLIES	216.44
WESTERN DAKOTA TECH	TRAINING	800.00
WESTERN PEAKS LOGISTICS	SERVICE	16.34
		Total \$776,261.29

CONSENT

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

- A. Permission to increase wage of Water Operator Anthony Tribon to \$23.00 per hour effective February 15 ,2026 due to completing CDL certification.
- B. Permission to advertise in-house for 5 days for half-time trolley driver for up to 29 hours per week at current wage, with benefits outlined in employee handbook.
- C. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Barbara Anna, Dan and Rhea James, Gerald and Cheryl Rogers, Travis and Suzanne Rogers and Mike and Amy Rogers.
- D. Permission to expend \$48,429.00 to the Deadwood Volunteer Fire Department for pay-per-call project. (To be paid from 2025 Fire Department Recruitment/Retention line item.)
- E. Acknowledge Deadwood Volunteer Fire Department 2025 Annual Report.
- F. Acknowledge donation from Carnegie Corporation of New York in the amount of \$10,000.00 to benefit the Deadwood Library and community in the commemoration of the 250th anniversary.
- G. Permission for Mayor to sign the South Dakota Department of Transportation Community Access Grant agreement for Crescent Street in the amount of \$600,000.00.
- H. Permission for Mayor to sign Intergovernmental Contract for the South Dakota Public Assurance Alliance.
- I. Permission for Mayor to sign contract with 21 Electric for event complex lighting project awarded on February 2, 2026.
- J. Permission for mayor to sign a 5-year lease agreement with Century Solutions for a copy machine in the water department with a monthly lease of \$89.44. (To be paid by Water Professional Services line item.)
- K. Permission to pay Victor Stanley for replacement bench slats in an amount not to exceed \$3,670.00. (To be paid by HP Capital assets line item.)
- L. Permission to purchase five Stihl mowers from Dakota Equipment Rental in the amount not to exceed \$5,559.95. (To be paid by Parks Equipment line item.)
- M. Permission to purchase a seat leg press Machine from G&G Fitness in amount not to exceed \$3,599.00. (To be paid by Rec Center equipment line item.)
- N. Permission to pay Huntington Bank for annual trolley leases. Trolley 4 - \$25,000 (#5698) and Trolley 5 - \$33,681.45 (#5697).
- O. Permission to pay Deadwood Electric in the amount of \$8,453.38 for wiring upgrades for the chime system at the Adams Museum. (To be paid by HP Capital Assets.)
- P. Permission to hire JPF Inc Logistics Specialists for return shipping of lockers in an amount not to exceed \$4,000.00. (To be paid by Rec Center professional services line item.)
- Q. Permission to pay HGH Construction LLC in the amount of \$11,150.00 for the L&L Insulation to properly remove asbestos at 85 Charles Street not originally included in project. (To be paid by HP Capital Asset line item.)
- R. Permission to pay Legendary Electric to upgrade electrical service at '76 Museum wagon shop in an amount not to exceed \$3,418.37. (To be paid by HP Capital Assets line item.)
- S. Permission to pay the State Archaeological Research Center in the amount of \$20,834.67 for archaeological monitoring and research for the 2019 FEMA project. (To be paid by FEMA line item.)
- T. Permission to allow free trolley fares to Forks, Corks, and Kegs pass holders April 10 and 11, 2026 with chamber reimbursing City \$1.00 for each pass sold. (Recommendation from Feb. 12, 2026 Parking and Transportation Committee.)

REGULAR MEETING, FEBRUARY 17, 2026

- U. Permission to approve two 2026 Vehicle For Hire: Livery Vehicle Applications for Deadwood Alive Inc. horse-drawn vehicles. (Recommendation by Feb. 12, 2026 Parking & Transportation Committee.)
- V. Permission to allow use of public property at the Event Complex for Lead Deadwood Youth Football and Cheer on Saturday, August 1 through Friday, October 30, 2026.

BID ITEMS**Results**

Mayor Struble-Mook stated 3 bids were received for the Mt. Moriah Cemetery Restoration Project on February 12, 2026 at 2:00 p.m. as advertised. Bid Bonds and Acknowledgement of Addendum 1 were included.

Complete Concrete - Base Bid \$123,316.28, Alt. #1 \$1,310.91, Alt. #2 801.90, Alt. #3 10,289.45, Alt. #4 \$579.76, Alt. #5 \$678.97.

Fuller Construction - Base Bid #120,250.00, Alt. #1 \$2,275.00, Alt. #2 \$1,600.00, Alt. #3 \$5,750.00, Alt. #4 1,625.00, Alt. #5 \$1,750.00.

Seco Construction - Base Bid \$150,000.00, Alt. #1 1,600.00, Alt. #2 \$1,500.00, Alt. #3 \$4,400.00, Alt. #4 \$2,600.00, Alt. #5 \$1,350.00.

Parks, Recreation & Events Director Adler spoke about the project and recommends approval to low bidder. Johnson moved, Martinisko seconded to award Mt. Moriah Cemetery Restoration project to Fuller Construction in the amount of \$133,250.00. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS**Forks Corks Kegs**

Public hearing was opened at 5:03 p.m. by Mayor Struble-Mook. Jesse Allen, Deadwood Chamber, was available for questions, hearing closed. Martinisko moved, Speirs seconded to approve open container in Zones 1 and 2 on Friday, April 10 from 5:00 p.m. to 10:00 p.m. and Saturday, April 11, 2026 from 11:00 a.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Save Our Tail Parade

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 street closure; Main Street from Lower Main at Pioneer Way to Pine Street, Pine Street from Main Street to Sherman Street and Sherman Street from 68 Sherman Street (US Post Office) to Pioneer Way on Friday, May 22 from 1:00 p.m. until parade ends and closure of a portion of Main Street from Mineral Palace to Wall Street on Friday, May 22, 2026 from 3:00 p.m. to 3:15 p.m. for Dora DuFran Statue Dedication. Roll Call: Aye-All. Motion carried.

NEW BUSINESS**Resolution**

Finance Officer McKeown spoke about the Resolution. Martinisko moved, Johnson seconded to approve Resolution 2026-09 Cash Designations for 2025. Roll Call: Aye-All. Motion carried.

Resolution 2026-09**A RESOLUTION TO ESTABLISH CASH DESIGNATIONS**

Be it resolved by the Deadwood City Commission that the City of Deadwood approved the establishment of cash reserves in the following funds for future capital expenditure purposes per SDCL 9-21-14.1 as of December 31, 2025:

General Fund Designated for Equipment Replacement-	
Streets Department	\$ 60,000.00
Parks Department	\$ 12,000.00
General Fund Designated for Fire Truck:	\$ 307,447.00
Business Improvement District #7 Designated for Convention Center:	\$ 438,782.20
Parking and Transportation Designation for Trolley Replacement:	\$ 181,168.00

REGULAR MEETING, FEBRUARY 17, 2026

Dated this 17th day of February, 2026

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ Charlie Struble-Mook, Mayor

Ordinance

Attorney Riggins spoke about the changes to the ordinance. Martinisko moved, Spiers seconded to approve first reading of Ordinance #1443 – Amending Chapter 5.28 Display of Merchandise. Roll Call: Aye-All. Motion carried.

Donations

Finance Officer McKeown spoke about the parking donations collected which totaled \$25,500.00. Eagleson moved, Speirs seconded to approve allocations for funds collected from parking donations collected from Wednesday, November 26 through Friday, December 25, 2025. Roll Call: Aye-All. Motion carried.

5 th Grade DARE Program- \$1,000.00	American Legion Homestake Post 31 - \$1,000.00
BH Auxiliary Post 5969 - \$2,000.00	CASA - \$1,000.00
Deadwood Alive - \$2,500.00	Deadwood Farmers Market - \$1,500.00
DL76ers Swim Team - \$1,500.00	Feeding Deadwood - \$2,000.00
Foundation for Health - \$500.00	Golden Gang Easter Egg Hunt - \$1,000.00
Good Shepherd Free Clinic - \$1,000.00	LD Area Lions Club - \$1,500.00
LD Bullseye 4-H Archery Club - \$600.00	LDHS Class of 2027 Post Prom - \$500.00
LDHS Digger Track/Field Team - \$500.00	LDHS Golf - \$1,000.00
LDHS Theater - \$275.00	LD 49ers Football and Cheer - \$750.00
LD PTO - \$1,000.00	Mile High Vault Crew - \$1,000.00
Shop with a Cop - \$675.00	Twin City Clothing Store - \$1,200.00
Twin City Senior Citizens - \$1,000.00	Victims of Violence/Artemis House - \$500.00

Outside of Deadwood Grants

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the grants. Martinisko moved, Johnson seconded to approve Round 1 of the 2026 Outside of Deadwood Grants in the amount of \$50,000.00, as recommended by Deadwood Historic Preservation Commission. Roll Call: Aye-All. Motion carried.

Agreement

Kuchenbecker spoke about the agreement. Johnson moved, Martinisko seconded to allow Mayor to sign engineering agreement with Avid4 Engineering for updating/expanding plans and specifications for the Crescent Street reconstruction project in the amount not to exceed \$180,410.00. (2026 CIP Project.) Roll Call: Aye-All. Motion carried.

Purchase

Kuchenbecker and Public Works Director Stalder spoke about the lighting. Martinisko moved, Eagleson seconded to purchase Christmas lighting from Holiday Outdoor Décor in the amount of \$23,365.28. (To be paid by various departments and partnership with Main Street Initiative, including \$8,800.00 from Main Street Initiative and \$2,000.00 from neighborhood Council.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Petitions may be taken out, and circulation may begin on Monday, February 2, 2026 for two City Commission seats, each 3-year terms. Petitions must be returned no later than Tuesday, March 24, 2026 at 5:00 p.m.
- B. Commission meeting on March 16, will be at 1:00 p.m. to accommodate Government Day Activities with the School District.

REGULAR MEETING, FEBRUARY 17, 2026

Resident, David Herdt asked for an update on his no parking request on the Burnham from the last meeting. Parking and Transportation Director Lux stated Parking and Transportation approved to strip 20 feet from the bottom to address site line, immediate egress and access to Burnham.

He also asked to address the parking on Williams Street at the corner of Shine Street. Lux said he will look into that area.

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

Martinisko moved, Johnson seconded to adjourn the regular session at 5:27 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) with possible action. The next regular meeting will be Monday, March 2, 2026 at 5:00 p.m.

After coming out of executive session at 6:38 p.m., Martinisko moved, Johnson seconded to adjourn.

ATTEST:

DATE: _____

Jessica McKeown, Finance Officer

BY: _____
Charlie Struble-Mook, Mayor

Published once at the total approximate cost of _____

PACKET: 07405 COMBINED - 3/3/26
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 111 COMMISSION
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0545	LYNN'S DAKOTA MART					
		I-0032 - 2/18/26	101-4111-426	SUPPLIES WATER/SPRITE - COMM.MTG.	000000	11.94
				DEPARTMENT 111 COMMISSION	TOTAL:	11.94
01-3314	CENTURY BUSINESS PRODUC					
		I-838521	101-4142-422	PROFESSIONAL COPIER CONTRACT - 1/9-2/8/26	000000	185.13
01-5451	PRINCIPAL LIFE INSURANC					
		I-2/14/2026	101-4142-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	17.40
				DEPARTMENT 142 FINANCE	TOTAL:	202.53
01-0551	MENARD'S					
		I-95004	101-4192-425-17	REPAIRS-DAYS COLUMBIANA LAV CH-12"-16"/ DAY	000000	705.13
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 02/23/26	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	600.44
		I-NAT GAS 02/23/26	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	590.49
		I-NAT GAS 02/23/26	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	471.51
		I-NAT GAS 02/23/26	101-4192-428-04	UTILITIES - C CITY HALL	000000	1,279.63
		I-NAT GAS 02/23/26	101-4192-428-07	UTILITIES - F FIRE HALL	000000	897.25
		I-NAT GAS 02/23/26	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	328.17
		I-NAT GAS 02/23/26	101-4192-428-09	UTILITIES - H HARCC	000000	522.24
		I-NAT GAS 02/23/26	101-4192-428-10	UTILITIES - L LIBRARY	000000	528.19
		I-NAT GAS 02/23/26	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	299.36
		I-NAT GAS 02/23/26	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	7,415.80
		I-NAT GAS 02/23/26	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	845.60
		I-NAT GAS 02/23/26	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	267.48
		I-NAT GAS 02/23/26	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	72.57
		I-NAT GAS 02/23/26	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	1,077.64
		I-NAT GAS 02/23/26	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	635.30
01-1003	VERIZON WIRELESS					
		I-6135694972	101-4192-422	PROFESSIONAL ON CALL PHONE/PUB BLDGS	000000	39.73
01-1502	BLACK HILLS CHEMICAL					
		I-309377	101-4192-426	SUPPLIES FOAM PEARLUX-TOWEL-TP/PUB BLDG	000000	786.77
		I-309377A	101-4192-426	SUPPLIES (2) KITCHEN TOWEL/PUB BLDGS	000000	84.22
01-3032	OTIS ELEVATOR COMPANY					
		I-100402240087	101-4192-422-02	PROFESSIONAL ELEV MAINT 03/01-05/31/26/AD M	000000	463.08
		I-100402240087	101-4192-422-09	PROFESSIONAL ELEV MAINT 03/01-05/31/26/HARC	000000	463.08
01-3094	BOMGAARS					
		I-02/16/26 STATEMENT	101-4192-426-17	SUPPLIES - DA MITER SAW-STAND-JIG SAW/PBSHOP	000000	1,229.97

PACKET: 07405 COMBINED - 3/3/26
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
01-3342	RASMUSSEN MECHANICAL SE	I-SRV129919	101-4192-425-13	REPAIRS - REC REPL BUNER CONTROLLER/REC	000000	624.26
01-3421	S AND C CLEANERS	I-02/25/26 INV 134	101-4192-422-24	PROFESSIONAL OSQ BATHROOMS	000000	465.00
		I-02/25/26 INV 134	101-4192-422-19	PROFESSIONAL GATEWAY AND TRAILS	000000	465.00
		I-02/25/26 INV 134	101-4192-422-08	PROFESSIONAL- HISTORY BATHROOMS	000000	189.00
		I-02/25/26 INV 165	101-4192-422-04	PROFESSIONAL CITY HALL	000000	998.00
		I-02/25/26 INV 165	101-4192-422-04	PROFESSIONAL POLICE DEPT	000000	1,165.00
		I-02/25/26 INV 165	101-4192-422-07	PROFESSIONAL FIRE DEPT	000000	535.00
		I-02/25/26 INV 165	101-4192-422-10	PROFESSIONAL LIBRARY	000000	768.00
		I-02/25/26 INV 165	101-4192-422-21	PROFESSIONAL WELCOME CENTER	000000	1,954.00
		I-02/25/26 INV 165	101-4192-422-13	PROFESSIONAL REC CENTER	000000	1,933.00
01-3685	BLACK HILLS SECURITY &	I-P117300	101-4192-425-10	REPAIRS - LIB REPL DEVICE BATTERY-TEST/LIBRA	000000	155.56
01-4711	AMAZON CAPITAL SERVICES	I-1H4L-7W67-DTH3	101-4192-426-10	SUPPLIES - LI DIMMABLE LED BULBS/LIBRARY	000000	16.94
		I-1H4L-7W67-DTH3	101-4192-426	SUPPLIES PRINTER INK CARTRIDGES/PB	000000	26.60
		I-1VKD-Q9NW-PGTN	101-4192-425-21	REPAIRS - WEL 2X2 CENTER BASKET LIGHT/WELCOM	000000	124.88
01-4945	QUADIENT LEASING USA, I	I-Q2217438	101-4192-422	PROFESSIONAL LEASE PYMT - 3/10 - 6/9/26	000000	245.46
01-4957	ONSITE FIRST AID, LLC	I-6769	101-4192-422-11	PROFESSIONAL FIRST AID SUPPLIES/PARKS	000000	96.53
		I-6770	101-4192-422-14	PROFESSIONAL FIRST AID SUPPLIES/STRTS	000000	392.61
		I-6771	101-4192-422-13	PROFESSIONAL FIRST AID SUPPLIES/REC CENTER	000000	50.38
01-5356	CED SPEARFISH	I-8170-1016396	101-4192-425-17	REPAIRS-DAYS REC WAFER-GOOF RING-TRIM/DAYS	000000	402.66
		I-8170-1016797	101-4192-425	REPAIRS (60) A19 15W 3K ND 100W/PB	000000	175.20
01-5451	PRINCIPAL LIFE INSURANC	I-2/14/2026	101-4192-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	7.29
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 30,394.02
01-0508	GALLS, LLC	I-033953524	101-4210-426	SUPPLIES 2 - UNIFORM PANTS - PD	000000	196.51
01-1602	DRIVERS LICENSE GUIDE C	I-853152	101-4210-426	SUPPLIES I.D. CHECKING GUIDES - PD	000000	122.50
01-1653	AUTO VALUE CENTRAL CITY	I-832065955	101-4210-425	REPAIRS 5 QTS OIL & OIL FILTER - PD	000000	82.37
		I-832066514	101-4210-425	REPAIRS SNOWDRIVER - P D	000000	14.99

2/27/2026 11:25 AM
 PACKET: 07405 COMBINED - 3/3/26
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 210 POLICE
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1705	VANWAY TROPHY	I-123290	101-4210-426	SUPPLIES AWARD TROPHY - PD	000000	180.94
01-3720	SD DEPT. OF PUBLIC SAFE	I-N1462886SR	101-4210-422	PROFESSIONAL NCIC/NLETS ACCESS/SVC-JAN-MAR	000000	1,545.00
01-5451	PRINCIPAL LIFE INSURANC	I-2/14/2026	101-4210-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	79.52
01-5508	PHOENIX UNIFORMS & TACT	I-000011	101-4210-426	SUPPLIES PATCHING - POLICE DEPT	000000	13.70
01-5529	VERIZON WIRELESS SERVIC	I-9022423324	101-4210-422	PROFESSIONAL PRESERVATION OR WARRANT/PD	000000	75.00
					DEPARTMENT 210 POLICE	TOTAL: 2,310.53
01-5264	JANDT, ERIK	I-02/20/26	101-4211-426	5TH GRADE DAR 5TH GRADE DARE SUPPLIES	000000	68.61
					DEPARTMENT 211 DARE 5TH GRADE	TOTAL: 68.61
01-1171	A & B BUSINESS SOLUTION	I-IN1342021	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	157.43
01-1410	WESTERN COMMUNICATIONS,	I-23678	101-4221-434	MACHINERY/EQU RADIO PYRAMID - TRK #4 / FD	000000	503.76
01-1827	MS MAIL	I-15654	101-4221-426	SUPPLIES BIZ CARDS-BRANDY/FIRE DPT.	000000	27.00
01-3101	KNOX COMPANY	I-SO-KA-666867	101-4221-422	PROFESSIONAL .	000000	584.00
01-4184	FELD FIRE	I-INV23626	101-4221-422	PROFESSIONAL GATE VALVE 6NH - E2 & 9 /FIRE	000000	2,052.22
01-4711	AMAZON CAPITAL SERVICES	I-1H4L-7W67-DTH3 -A	101-4221-426	SUPPLIES FILE FOLDER TABS - FIRE DEPT	000000	15.98
		I-1RFY-1M1K-JGVL -A	101-4221-434	MACHINERY/EQU FIRE SERVICE KEYS - FD	000000	28.47
01-5451	PRINCIPAL LIFE INSURANC	I-2/14/2026	101-4221-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	4.97
					DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:	3,373.83

2/27/2026 11:25 AM
 PACKET: 07405 COMBINED - 3/3/26
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 232 BUILDING INSPECTION
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1003	VERIZON WIRELESS					
		I-6135694972	101-4232-422	PROFESSIONAL BLDG INSPECTOR TABLET	000000	26.97
01-1838	RAMKOTA HOTEL					
		I-21908	101-4232-427	TRAVEL ROOM RENTAL 02/11/26 PIERRE/BI	000000	112.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1H4L-7W67-DTH3	101-4232-426	SUPPLIES PRINTER INK CARTRIDGES/BI	000000	26.59
01-5066	LOOKOUT PLAN + CODE CON					
		I-26010	101-4232-422	PROFESSIONAL PLAN REVIEW 5 CHARLES ST/BI	000000	275.40
		I-26011	101-4232-422	PROFESSIONAL PLAN REVIEW 647 MAIN ST/BI	000000	205.40
		I-26012	101-4232-422	PROFESSIONAL PLAN REVIEW 729 STAGE RUN/BI	000000	201.80
01-5451	PRINCIPAL LIFE INSURANC					
		I-2/14/2026	101-4232-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	4.96
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	853.12
01-1003	VERIZON WIRELESS					
		I-6135694972	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	35.60
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS 0726321	101-4310-425	REPAIRS COUPLER GP-Q/STREETS	000000	155.76
01-1653	AUTO VALUE CENTRAL CITY					
		I-832065292	101-4310-426	SUPPLIES ENGINE AIR FILTER/STRTS	000000	37.62
		I-832065537	101-4310-425	REPAIRS SINGLE PIN-BOLT GRADE/STRTS	000000	4.18
		I-832066279	101-4310-426	SUPPLIES LIFT SUPPORT/STRTS	000000	21.72
		I-832066326	101-4310-426	SUPPLIES CYCLOPS RECHARGEABLE/STRTS	000000	99.90
		I-832066329	101-4310-426	SUPPLIES GREASE SEALS-SEAL/STRTS	000000	21.18
		I-832066506	101-4310-426	SUPPLIES 5 QT 5W20 SYNTHETIC/STRTS	000000	49.98
		I-832066550	101-4310-426	SUPPLIES SEAL RETURNS-CYLINDER/STRTS	000000	247.85
01-3977	ACE HARDWARE OF LEAD					
		I-045244	101-4310-426	SUPPLIES (2) 12 PK ALKALINE D BATT/STRT	000000	30.58
01-4345	ULINE					
		I-204082719	101-4310-426	SUPPLIES (2) REFLECTIVE BOLLARD SLV/STR	000000	245.78
01-5052	AVID4 ENGINEERING					
		I-23-123.29	101-4310-422	PROFESSIONAL WATER, TROLLEY, UTILITY, GIS	000000	72.50
01-5451	PRINCIPAL LIFE INSURANC					
		I-2/14/2026	101-4310-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	29.65
				DEPARTMENT 310 STREETS	TOTAL:	1,052.30

2/27/2026 11:25 AM
 PACKET: 07405 COMBINED - 3/3/26
 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
01-0545	LYNN'S DAKOTA MART					
		I-02/16/26 STATEMENT	101-4520-426	SUPPLIES	PLATES-SPOONS-CUPS/PARKS	000000 18.16
01-0782	JACOBS PRECISION WELDIN					
		I-32532	101-4520-425	REPAIRS	FAB CUTTING EDGE/PARKS	000000 104.00
		I-32541	101-4520-425	REPAIRS	FLOW PARTS BLADE GUIDE/PARKS	000000 20.00
01-1653	AUTO VALUE CENTRAL CITY					
		C-832065680	101-4520-426	SUPPLIES	NON DETERGENT/PARKS	000000 39.96-
		C-832066301	101-4520-426	SUPPLIES	BATTERY CORE/PARKS	000000 27.00-
		I-830265910	101-4520-426	SUPPLIES	15W40 FLEET-HD OIL/PARKS	000000 94.29
		I-832065666	101-4520-426	SUPPLIES	2 WAY CONNECTOR/PARKS	000000 2.54
		I-832065673	101-4520-426	SUPPLIES	HD OIL FARM-15W40 ROTELLA/PARK	000000 59.96
		I-832065678	101-4520-426	SUPPLIES	FILTERS-NON DETERGENT/PARKS	000000 49.22
		I-832065857	101-4520-426	SUPPLIES	FILTERS-OIL-AIR-10W30/PARKS	000000 130.18
		I-832065858	101-4520-425	REPAIRS	HOSE FITTING-SWIVEL-PSI HYDH/P	000000 171.06
		I-832065900	101-4520-425	REPAIRS	FULL POLISH-COUPLER/PARKS	000000 83.92
		I-832066041	101-4520-425	REPAIRS	1/2" FF COUPLER 12FO/PARKS	000000 79.95
		I-832066300	101-4520-426	SUPPLIES	BATTERY/PARKS	000000 176.99
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1-2031165	101-4520-434	MACHINERY/EQU (5) VS LAWN MOWERS/PARKS	000000	5,559.95
		I-1-2031395	101-4520-424	RENTALS	LAWN EDGER PRO RENTAL/PARKS	000000 30.00
		I-1-2031417	101-4520-424	RENTALS	LAWN EDGER PRO RENTAL/PARKS	000000 60.00
		I-1-2031447	101-4520-424	RENTALS	LAWN EDGER PRO RENTAL/PARKS	000000 60.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1VKD-Q9NW-PGTN	101-4520-426	SUPPLIES	CHARGER CABLE/PARKS	000000 10.89
		I-1YVG-VGG3-KFT4	101-4520-426	SUPPLIES	SD STATE FLAG-US FLAGS/PARKS	000000 336.94
01-5055	HIGH PLAINS REMODELS LL					
		I-214	101-4520-422	PROFESSIONAL	INSTALL BRACES GORD PICNIC/PRK	000000 498.04
01-5451	PRINCIPAL LIFE INSURANC					
		I-2/14/2026	101-4520-415	GROUP INSURAN	EMPLOYEE LIFE INSURANCE	000000 30.57
					DEPARTMENT 520 PARKS	TOTAL: 7,509.70
01-2243	MOHR, TRENT					
		I-2/12/26	101-4640-427	TRAVEL	TRVL-CITY VEHIC.PURCH.FT.PIERR	000000 58.64
01-4561	MODERN OFFICE					
		I-264128	101-4640-426	SUPPLIES	PZ COORD. STORAGE CABINETS	000000 1,628.00
01-5451	PRINCIPAL LIFE INSURANC					
		I-2/14/2026	101-4640-415	GROUP INSURAN	EMPLOYEE LIFE INSURANCE	000000 4.97
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL: 1,691.61
					FUND 101 GENERAL FUND	TOTAL: 47,468.1

PACKET: 07405 COMBINED - 3/3/26
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
01-1562	MIDWEST TAPE, LLC	I-508403328	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	102.71
01-4711	AMAZON CAPITAL SERVICES	I-173J-Q6QV-9PPY	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	8.48
01-5451	PRINCIPAL LIFE INSURANC	I-2/14/2026	206-4550-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	9.94
DEPARTMENT 550 LIBRARY					TOTAL:	121.13
FUND 206 LIBRARY FUND					TOTAL:	121.13

PACKET: 07405 COMBINED - 3/3/26
 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
01-0251	RECREATION SUPPLY COMPA					
		I-540024	209-4510-426	SUPPLIES LIFE JACKET RACK 24 CAP/REC	000000	1,123.65
		I-540133	209-4510-426	SUPPLIES (4) CHILD GEN PURP VEST/REC	000000	116.24
01-1502	BLACK HILLS CHEMICAL					
		I-309951	209-4510-426	SUPPLIES GLOVES-TISSUE-TP-VAC BAGS/REC	000000	342.97
01-2645	HAWKINS INC					
		I-7340274	209-4510-426	SUPPLIES POOL CHEMICALS/REC CENTER	000000	1,218.40
01-3836	MID-AMERICAN RESEARCH C					
		I-0870347-IN	209-4510-426	SUPPLIES DININF-FLR CLNR-QUATRA-SHAM/RE	000000	1,269.61
01-4711	AMAZON CAPITAL SERVICES					
		I-1H4L-7W67-DTH3	209-4510-426	SUPPLIES VOLLEYBALL NET/REC CENTER	000000	39.99
		I-1H9N-HTFL-4LVD	209-4510-426	SUPPLIES 12 GALLON SHOP VAC/REC CENTER	000000	134.99
		I-1RTQ-L79G-KQFH	209-4510-426	SUPPLIES (8) BANK DEPOSIT BAGS/REC	000000	95.92
01-5383	GIFTS GALORE					
		I-0047442	209-4510-426	SUPPLIES EASTER EGGS TOYS-CANDY/REC	000000	1,689.00
01-5451	PRINCIPAL LIFE INSURANC					
		I-2/14/2026	209-4510-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	39.77
01-5473	BLACK HILLS CONCRETE SP					
		I-1169	209-4510-425	REPAIRS REPAIR CONC UNDER SLIDE/REC	000000	6,750.00
		I-1169-A	209-4510-425	REPAIRS EXTAX ON SLIDE CONC.REPAIR/REC	000000	137.77
DEPARTMENT 510 REC CENTER					TOTAL:	12,958.31
FUND 209 BED & BOOZE FUND					TOTAL:	12,958.31

PACKET: 07405 COMBINED - 3/3/26

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-2/10/2026	212-4630-423	MARKETING BILL LIST 2/10/26-BID#8 EVENTS	000000	14,287.71
01-3602	DEADWOOD GAMING ASSOCIA	I-634	212-4630-423	MARKETING BID #8 CONTRIBUTION	000000	10,000.00
01-5091	BLACK HILLS MOTORCYCLE	I-401	212-4630-423	MARKETING BID#8 SPONSORSHIP-5/23/26 SHOW	000000	10,000.00
					DEPARTMENT 630 BID 8	TOTAL: 34,287.71
					FUND 212 BID #8	TOTAL: 34,287.71

PACKET: 07405 COMBINED - 3/3/26

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	
01-3060	QUIK SIGNS						
		I-52446	215-4572-235	VISITOR MGMT POLE PHOTO BANNERS	000000	152.54	
		I-53091	215-4572-235	VISITOR MGMT 5 POLE PHOTOS BANNERS	000000	762.70	
		I-53109	215-4572-235	VISITOR MGMT POLICE PHOTO 62 X 42 LAMINATE	000000	248.11	
01-3597	LEAD-DEADWOOD ARTS CENT						
		I-235	215-4572-235	VISITOR MGMT CENTURY AWARD PLAQUE BASEBALL	000000	155.00	
01-4404	BLACK HILLS LASER DESIG						
		I-506_80	215-4572-235	VISITOR MGMT TROPHY NAME PLATE	000000	14.00	
01-4711	AMAZON CAPITAL SERVICES						
		C-17DK-FFXW-173R	215-4572-235	VISITOR MGMT TOURISM CON. FORKS - NEVER GOT	000000	43.98-	
		I-16QP-L6TQ-FPMN	215-4572-235	VISITOR MGMT 150TH TREE TAGS & HP SUPPLIES	000000	12.46	
		I-1MN3-HR64-GNQF	215-4572-235	VISITOR MGMT TOURISM CON. - FORKS	000000	43.98	
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL:	1,344.81
01-0451	RUNGE, MIKE						
		I-21926	215-4573-335	HIST. INTERP. ARCHIVES CLEANING SUPPLIES	000000	12.27	
01-2014	TOMS, DON						
		I-21726	215-4573-335	HIST. INTERP. TAX RECORDS PROJECT	000000	600.00	
01-4230	RUSHMORE OFFICE						
		I-151319	215-4573-335	HIST. INTERP. ARCHIVES BOARD & CALENDAR	000000	307.00	
01-5052	AVID4 ENGINEERING						
		I-23-123.29	215-4573-340	HIST. INTERP. WATER, TROLLEY, UTILITY, GIS	000000	580.00	
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL:	1,499.27
01-0553	MONTANA DAKOTA UTILITIE						
		I-NAT GAS 02/23/26	215-4575-505-05	142 SHERMAN S SENIOR CENTER 142 SHERMAN	000000	147.50	
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL:	147.50
01-4269	BRUNSEN, RONDA						
		I-22526	215-4576-630	PROFES. SERV. LUAU EVENT SUPPLIES	000000	14.02	
		I-22526-1	215-4576-630	PROFES. SERV. LUAU EVENT SUPPLIES	000000	16.68	
		I-22526-2	215-4576-630	PROFES. SERV. OCTAVIA'S PROMISE DONATION	000000	200.00	
01-4875	KNIPPER, ANITA						
		I-020526	215-4576-630	PROFES. SERV. NEIGHBORCOUNCIL LUAU COOKIES	000000	138.00	
DEPARTMENT 576 HP PROFESSIONAL SERVICES						TOTAL:	368.70

PACKET: 07405 COMBINED - 3/3/26

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5038	BRITE IDEAS LLP					
		I-20261	215-4577-760	CAPITAL ASSET CITY GLOBE LIGHTS UPDATE	000000	2,270.00
01-5512	MEAD LUMBER					
		I-13167199	215-4577-775	CAPITAL ASSET SODA FOUNTAIN PROJECT	000000	378.11
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						2,648.11
01-1003	VERIZON WIRELESS					
		I-6135694972	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01
01-3223	QUICKTROPHY, LLC					
		I-137948	215-4641-426	SUPPLIES TRENT MOHR NAME TAG	000000	12.00
01-4711	AMAZON CAPITAL SERVICES					
		I-16QP-L6TQ-FPMN	215-4641-426	SUPPLIES 150TH TREE TAGS & HP SUPPLIES	000000	71.49
01-5451	PRINCIPAL LIFE INSURANC					
		I-2/14/2026	215-4641-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	18.14
01-5519	UNCLE COOKIE'S COFFEE C					
		I-0030232	215-4641-426	SUPPLIES HP/PZ OFFICE SUPPLIES - COFFEE	000000	130.00
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						271.64
FUND 215 HISTORIC PRESERVATION TOTAL:						6,280.03

PACKET: 07405 COMBINED - 3/3/26

VENDOR SET: 01

Section 4 Item a.

FUND : 216 REVOLVING LOAN

DEPARTMENT: 653 REVOLVING LOAN

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT			
01-1496	LAWRENCE CO.	REGISTER O							
		I-021026	216-4653-962-08	FOUNDATION GR REC FEE 320 WILLIAMS HEPPER	000000	30.00			
		I-022326	216-4653-962-08	FOUNDATION GR REC FEE 14 HARRISON GUILBERT	000000	30.00			
		I-022326-16	216-4653-962-03	WINDOWS GRANT REC FEE 21 GUY CODDINGTON	000000	30.00			
		I-022326-2	216-4653-962-08	FOUNDATION GR REC FEE 10 DENVER PONCE DE LEO	000000	30.00			
		I-022326-3	216-4653-962-04	SIDING GRANT REC FEE 26 BURNHAM SORENSON	000000	30.00			
					DEPARTMENT 653	REVOLVING LOAN	TOTAL:	150.00	
					FUND	216	REVOLVING LOAN	TOTAL:	150.00

PACKET: 07405 COMBINED - 3/3/26

VENDOR SET: 01

Section 4 Item a.

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0684	NORTHWEST PIPE FITTINGS					
		I-1631074	602-4330-425	REPAIRS CURB BOX PLUGS VARIOUS/WTR	000000	30.50
01-1003	VERIZON WIRELESS					
		I-6135694972	602-4330-422	PROFESSIONAL PLUMA TANKS/WATER	000000	40.01
		I-6135694972	602-4330-422	PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR	000000	120.03
		I-6135694972	602-4330-422	PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER	000000	160.04
		I-6135694972	602-4330-422	PROFESSIONAL ON CALL PHONE/WATER	000000	39.73
		I-6135694972	602-4330-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	39.73
01-1365	SD PUBLIC HEALTH LAB					
		I-10625305	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	40.00
01-1653	AUTO VALUE CENTRAL CITY					
		I-832066319	602-4330-426	SUPPLIES (2) SNOWDRIVER/WATER	000000	29.98
01-4711	AMAZON CAPITAL SERVICES					
		I-1RTQ-L79G-KQFH	602-4330-426	SUPPLIES DISPOSABLE SHOW COVERS/WATER	000000	9.28
01-4721	TOWEY DESIGN GROUP INC.					
		I-26-1617	602-4330-433-01	CIP-HIWAY 85 HWY 85 DRINK WTR EXPANS PROJ	000000	181.50
01-5052	AVID4 ENGINEERING					
		I-23-123.29	602-4330-422	PROFESSIONAL WATER, TROLLEY, UTILITY, GIS	000000	72.50
01-5451	PRINCIPAL LIFE INSURANC					
		I-2/14/2026	602-4330-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	25.93
01-5491	WEILER, OLIVIA					
		I-02/20/26 RECEIPT	602-4330-422	PROFESSIONAL WATER CERTIFICATION TEST/WTR	000000	61.50
					DEPARTMENT 330 WATER	TOTAL: 850.73
					FUND 602 WATER FUND	TOTAL: 850.73

PACKET: 07405 COMBINED - 3/3/26
 VENDOR SET: 01
 FUND : 607 HISTORIC CEMETERIES
 DEPARTMENT: 580 HISTORIC CEMETERIES
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4711	AMAZON CAPITAL SERVICES	I-1RTQ-L79G-KQFH	607-4580-426	SUPPLIES (4) BANK DEPOSIT BAGS/MM	000000	47.96
DEPARTMENT 580 HISTORIC CEMETERIES						TOTAL: 47.96
FUND 607 HISTORIC CEMETERIES						TOTAL: 47.96

PACKET: 07405 COMBINED - 3/3/26
VENDOR SET: 01
FUND : 610 PARKING/TRANSPORTATION
DEPARTMENT: 360 PARKING/TRANSPORTATION
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1003	VERIZON WIRELESS					
		I-6135694972	610-4360-422	PROFESSIONAL PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-6135694972	610-4360-422	PROFESSIONAL (3) PARKING ENFORCEMT SYS/P&T	000000	119.19
01-1653	AUTO VALUE CENTRAL CITY					
		I-832065695	610-4360-426	SUPPLIES (2) QT PM OW20 SYNTHETIC/P&T	000000	11.98
01-3060	QUIK SIGNS					
		I-50866	610-4360-426	SUPPLIES (100) PARKING PERMITS/P&T	000000	378.00
01-4057	VIEHAUSER ENTERPRISES,					
		I-63076	610-4360-426	SUPPLIES ORIGINATE KEY FROM LOCK/P&T	000000	25.00
01-4654	GOLDEN GANG					
		I-02/19/2026	610-4360-455	GRANTS TO OTH 2025 PARKING DONATION	000000	1,000.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1RFY-1M1K-JGVL	610-4360-426	SUPPLIES OM SYSTEM OLYMPUS RECORD/P&T	000000	68.87
01-4766	IPS GROUP INC					
		I-INV121743	610-4360-425	REPAIRS OUT OF WARR REPAIR SRVC/P&T	000000	750.00
01-5451	PRINCIPAL LIFE INSURANC					
		I-2/14/2026	610-4360-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	17.40
					DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:	2,410.45
01-1653	AUTO VALUE CENTRAL CITY					
		I-832065426	610-4361-426	SUPPLIES MOLDED HEATER HOSE/TROLLEY	000000	8.75
		I-832065704	610-4361-426	SUPPLIES ABSORB FLOOR-TRIANG KIT/TROLL	000000	54.98
		I-832066442	610-4361-426	SUPPLIES (2) GL -35 ALL SEASON BL/TROLL	000000	7.58
01-2889	ATCO INTERNATIONAL					
		I-I0654656	610-4361-426	SUPPLIES (4) CASES BL NITRILE GLV/TROLL	000000	129.36
01-4317	VIGILANT BUSINESS SOLUT					
		I-4434	610-4361-422	PROFESSIONAL SCREENING - TROLLEY	000000	20.50
01-5052	AVID4 ENGINEERING					
		I-23-123.29	610-4361-422	PROFESSIONAL WATER, TROLLEY, UTILITY, GIS	000000	72.50
01-5451	PRINCIPAL LIFE INSURANC					
		I-2/14/2026	610-4361-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	7.46
					DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:	301.13
		I-2/14/2026	610-4362-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	4.96
					DEPARTMENT 362 BROADWAY GARAGE TOTAL:	4.96

PACKET: 07405 COMBINED - 3/3/26
 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-JAN-022426	722-2190	AMOUNTS HELD SALES TAX DUE FOR JAN '26	000000	3,831.67
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	3,831.67
				FUND 722 SALES TAX AGENCY	TOTAL:	3,831.67
					REPORT GRAND TOTAL:	108,712.27

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



Randy Adler
Director of Parks, Recreation &
Events
Telephone (605) 578-2082
randy@cityofdeadwood.com

MEMORANDUM

Date: February 25, 2026
To: Deadwood City Commission
From: Randy Adler – Director of Parks, Recreation and Events
Re: Surplus Request – 5 Honda Push Mowers/Leg Press Machine

I am requesting approval to declare five commercial Honda push mowers, one Body-Solid Pro Club Leg Press Machine, and one ProForm Vue Fitness Mirror as surplus property for the City of Deadwood.

Commercial Honda Push Mowers

These mowers have been used extensively to maintain various City properties and have reached the point where staff are performing repairs more frequently than is reasonable for dependable equipment. The increasing maintenance needs and associated downtime are no longer cost-effective and are impacting efficiency during peak mowing season. Replacing these units with new commercial-grade mowers will ensure a consistent, quality cut and help maintain the professional appearance of our City parks and properties.

Body-Solid Pro Club Leg Press Machine

The leg press machine has become a serious safety concern. The bearings are significantly worn, creating instability and inconsistent movement during use. Due to the potential risk of equipment failure and injury, it is no longer appropriate to keep this machine in service. The City Commission has previously approved the purchase of a replacement unit, which has been ordered and is expected to arrive within the next two weeks.

ProForm Vue Fitness Mirror

The ProForm Vue Fitness Mirror receives little to no use and requires an ongoing subscription to access its full functionality. The recurring cost of maintaining the subscription, combined with low utilization, makes it an inefficient use of facility resources and space.

Approval to surplus these items will allow us to properly dispose of or repurpose them in accordance with City policy and continue providing safe, reliable, and cost-effective equipment for our community.

**RESOLUTION NO. 2026- 10
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

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

Proform Vue Fitness Mirror	Serial # MP21-ARGON2-MIRROR
Body Solid Pro Club Leg Press	Serial # 008236-00-13-107D-0008
Honda Commercial Push Mower 2	Serial # NONE/Wore off
Honda Commercial Push Mower 3	Serial # 1082118
Honda Commercial Push Mower 4	Serial # 1101619
Honda Commercial Push Mower 5	Serial # 1112787
Honda Commercial Push Mower 6	Serial # 116728

Dated this 2nd day of March, 2026.

City of Deadwood

Charlie Struble-Mook, Mayor

ATTEST:

Jessica McKeown, Finance Officer

Kubota Leasing

655 Business Center Drive
Suite 250
Horsham, PA 19044

February 09, 2026

City of Deadwood - Finance Office
102 Sherman St
Deadwood, SD 57732-1309

Dear Customer:

Per your request, below is the Payoff Quote to pay off your finance contract in full:

- . Agreement Number: 169386
- . Equipment: Kubota SSV65HFRC Skid Loader
- . Serial #: 52200
- . Payoff Amount Due: \$13,500.00

This Payoff Quote is valid for 15 days from the date of this letter. If payment is not received within that timeframe, please contact Customer Service for a new Payoff Quote. This Payoff Quote replaces and supersedes any and all prior Payoff Quotes, which prior Payoff Quotes are hereby canceled and terminated. We reserve the right to revise and notify you of any change in the Payoff Amount due to unforeseen circumstances, calculation errors, and amounts payable by you which are not included in the Payoff Amount.

Payment must be made by wire to the following:

Wire Instructions:

PNC Bank, National Association
249 Fifth Avenue
Pittsburgh, PA USA
ABA: 041000124
Account: 4245729543
SWIFT Code: PNCCUS33
Description Field: Payoff for 169386

Account Name:
Kubota Leasing
655 Business Center Drive
Horsham, PA 19044

IF EXECUTING A PAYOFF BY MAIL, INCLUDE A COPY OF THIS LETTER WITH YOUR CHECK AND MAIL IT TO THE PO BOX

ADDRESS BELOW:

Service Center
P.O. Box 825303
Philadelphia, PA 19182-5303

Upon receipt of funds, your obligation will be satisfied with regard to the above Agreement #, except for such provisions which expressly survive such termination and any applicable vehicle title/s will be processed within 10 business days. If you have any questions regarding this Payoff Quote, please contact Customer Service at 267-960-4000 option 2.

Further, pursuant to the USA PATRIOT Act and related laws Kubota Leasing, LLC is required to establish policies and procedures to ensure compliance with anti-money laundering laws of the United States and to otherwise detect and report suspicious transactions. These procedures apply to the repayment of financing contracts, which involves the transfer of substantial sums of money. Please be assured that Kubota Leasing, LLC application of these procedures to this transaction is not intended to suggest or imply that you or any of your funding sources is in violation of any law, but is rather an impartial part of Kubota Leasing ongoing regulatory compliance program. Separately, you may be required to identify each entity which is providing replacement funding to allow us to complete the required due diligence.

Thank you for your business and we look forward to serving you.

Sincerely,
Kubota Leasing
Customer Service Team



Deadwood Volunteer Fire Department

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

Date: February 17, 2026

To: Honorable Mayor and Commissioners

From: Deadwood Fire Dept.

Reference: Pipe Line Safety Training

The Deadwood Fire Dept. is requesting permission to let the following firefighters to attend the Pipeline Safety training that is held every year. This training covers safety topics and other hazards if we were to respond to any type of pipe line call. The training dates are March 17, 2026 in Rapid City the following firefighters would be Charles Fetter, John Beck, Don Gifford and Mike Klamm. Also asking for permission to use a city vehicle on this day. Then on March 18th, 2026 would be another class in Spearfish and the following firefighters that would be taking apart of this would be Sarah Van Tassel and Jeremy Van Tassel. This training is very important to review every year and keep up on different changes. Also this is a free class.

Thank you for your time and consideration

Regards,

Charles Fetter

Deadwood Fire Dept. – Fire Technician



February 23, 2026

City of Deadwood
 Attn: Steve Murphy
 102 Sherman Street
 Deadwood, SD 57732

RE: 2026 Tank Maintenance Project

Thank you for considering Midco Diving & Marine Services, Inc. – a proud member and supporter of the National Rural Water Association (NRWA). We are pleased to provide the following proposal to perform the scope of work outlined below.

All diving operations are fully insured for **“Commercial Diving Operations”** including: General Liability, Workman’s Compensation, Hull Machinery, Protection and Indemnity, Pollution Liability, Maritime Employer’s Liability, Contractor’s Pollution, Automotive Liability, U.S.L.H., and Umbrella/Excess Liability/Bumbershoot. **Verifiable Certificates of Insurance with Current Limits** are available upon request.

Midco Diving & Marine Services, Inc. is in full compliance with OSHA 29 CFR 1910, Subpart T – Commercial Diving Operations regulations. OSHA specifies that the minimum acceptable dive crew size is three qualified divers. Not all firms comply with this mandate and continue to use two-person dive crews or unqualified personnel; please be aware of the safety concerns when evaluating our proposal.

Current diver and equipment certifications will be available on-site for review:

- Diver training – from an accredited commercial dive school (each dive team member)**
- Current First Aid/CPR training (each dive team member)**
- Annual medical examination determining diver is fit to perform assigned tasks (each dive team member)**
- Air purity test for breathing air source(s) – tested every 6 months**
- Breathing gas supply hoses – tested at least annually to 1.5 times their working pressure**
- Depth gauges – calibrated every 6 months**

TANK DESCRIPTION(S)

Tank	Capacity	Dimensions	Type
Plume 1	208K Gallons	38’ Height x 31’ Diameter	Steel Bolted / Aquastore
Roosevelt	341K Gallons	16 Height x 62’ Diameter	Steel Bolted / Aquastore

Inspection

The diver inspection with a live video recording will be transferred to a flash drive documenting our findings in each tank(s). Inspection procedures include, but are not limited to:

- Inlet / Outlet
- Overflow
- Roof and Roof Hatch
- Walls and Floors
- Baffles / Support Walls
- Interior Ladders
- Roof Vents
- Exterior Ladder & Rails
- Sumps
- Internal Plumbing
- Joints & Seams
- Telemetry
- Interior Coatings
- Exterior Coatings
- Sediment Depths
- Thermal Stratification
- Bio-film Buildup
- Passive / Active Mixers

Cleaning

Midco will remove up to three inches (**3”**) of accumulated material from the storage tank floor using underwater vacuum procedures as needed. Material(s) that cannot be removed by normal vacuum procedures or material(s) in excess of three inches (3”) will be removed for an **additional charge** with an estimated price given on site. Material(s) such as sand, gravel, and concrete are considered debris and will be removed by hand at an **additional charge**. All discharged materials, including water, are the responsibility of the Client, Owner, or Owners Representative unless prior arrangements are made.

Potable Water Operations – All Midco divers and associated in-tank equipment are fully disinfected in accordance with ANSI/AWWA Standard C652-19. All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving & Confined Space; including 1910.401 – 1910.441. Specialty equipment may include but is not limited to; appropriate OSHA climbing and personal fall protection, AWWA, and ADCI-approved commercial diving equipment as it relates to in-service potable water operations.



800.479.1558 (P)
 800.238.0217 (F)
 605.791.3030 (O)

www.midcodiving.com / info@midcodiving.com
 PO Box 513, Rapid City, SD, 57709



MIDCO

DIVING & MARINE SERVICES

Cleaning & Inspection Pricing (Including Inspection Video)	\$4,476.00
Additional Services	
<input type="checkbox"/> Confidential Report Utilizing EPA Guidelines	\$396.00 Each
<input type="checkbox"/> Confidential Full Written Report Utilizing EPA or State Guidelines	\$545.00 Each
<input type="checkbox"/> No Report(s) Requested	

Pricing above does not include Local, State or Franchise Taxes – if any.
Additional Fees may be applied upon receipt of any Contract post-proposal acceptance as required.

This proposal, when executed by both parties, shall constitute a binding agreement between the parties. The persons signing on behalf of the Client, Owner, or Owners Representative and Midco hereby represents and certifies that they are fully empowered to bind the respective parties to this contract. Any contract that is not fulfilled will be subject to a cancellation fee. **Terms are net 10 days from completed on-site work;** interest accrues at 1.5% monthly on any unpaid balance. Any fees required to obtain a city business license or any additional permits will be added to the final invoice at the current city rate plus appropriate markup. Please note the above pricing **does not include;** contract review, comprehensive dive plans, additional insurance requirements, third-party vendor verification site requirements, and/or any repair work unless stated above. This proposal is valid for thirty (30) days from receipt.

To expedite your project please be aware of the following:

- The tank(s) must be full to overflow and in-service prior to the crews' arrival. In order to ensure diver safety, the headspace or air gap cannot exceed 5' from the access hatch regardless of overflow elevation.
- Access into the reservoirs must be sufficient for safe diver entry and exit. A minimum hatch size of 24" in diameter, no hatch obstructions, and unobstructed road access to the tank is required.
- Project sites and structures must comply with OSHA Standards & Regulations (i.e. weight-rated tie off points, guardrails, etc.)
- Working with our scheduling department to complete the project in a timely and proficient manner, which may require weekend and/or holiday access.
- It will be the responsibility of the Client, Owner, or Owner Representative to notify antenna operator and/or owners prior to crews' arrival for proper lockout of all antennas, RF devices (Radio Frequency Antennas) and EME sources (Electromagnetic Energy) that may interfere with Midco team safety and access to the water reservoirs.

This quote has been prepared exclusively for your firm using the information you provide. Incorrect or inaccurate information used for estimate purposes that delays progress may influence your final price. The client is responsible for all-weather access for Midco crew(s) and equipment. Any damages related to tank and/or site location(s) because of poor site conditions, (ex. snow, rain, mud, etc.) and obstructed road access may result in additional fees and/or a nominal trip charge to be applied to the final invoice. Interruptions in the work progression, not in control of Midco Diving & Marine Services, Inc., such as weather or other delays may also affect your final pricing. Every attempt will be made to conduct services in a safe manner & in accordance with OSHA standards & regulations. If Midco Diving & Marine Services, Inc. is unable to complete the work as described above due to lack of weekend and/or holiday access, tank access, non-compliance with OSHA standards & regulations at project sites/structures, water levels, safety issues, etc. a nominal trip charge and/or standby fee will be added. The contents of this quotation are considered confidential and are not to be divulged to third parties. Please note, it is the Client, Owner, and Owner Representative's responsibility to test and maintain for water quality.

All Midco Diving quotes are subject to the availability of personnel and equipment. Upon approval, please sign and return by fax, email, or mail to Midco Diving & Marine Services, Inc.

City of Deadwood
Attn: Steve Murphy
102 Sherman Street
Deadwood, SD 57732

Midco Diving & Marine Services, Inc.
PO Box 513
Rapid City, SD 57709
P: (800) 479-1558 / F: (800) 238-0217

I have read, understand, and agree to the terms of this proposal:

By: _____

By: *Kirk Lynch*

Title: _____

Title: Senior Account Manager

Date: _____

Date: February 23, 2026



800.479.1558 (P)
800.238.0217 (F)
605.791.3030 (O)
www.midcodiving.com / info@midcodiving.com
PO Box 513, Rapid City, SD, 57709





312 MAIN STREET
 RAPID CITY, SD 57701
 (605) 343-0680 - (800) 503-1990 - FAX: (605) 348-9463
 WWW.SERVALL.NET - INFO@SERVALL.NET

Date of Change
 2/11/2026
 New Account
 Extension

TEXTILE RENTAL AGREEMENT PART A

Customer Name: CITY OF DEADWOOD
 * Delivery Address: Multi-Location Addendum Provided with Address Detail
 Billing Address: 102 SHERMAN ST, DEADWOOD, SD 57732

Account Number 200549
<input checked="" type="checkbox"/> Invoice
<input checked="" type="checkbox"/> Statement

Main Contacts: Delivery & Billing Contact - (605) 578-2600 - No Contact

DELIVER	WKLY	EOW	E4W	Multi	Delivery Day(s)				
()	() 1&3	() 2&4	() 1	() 2	() 3	() 4	()	M () M T () T W () W Th () Th F () F	
ENTITY TYPE	Corporation () Partnership () Sole Owner () LLC () Other (X)				NAICS CODE	921110			
TAX TYPE	Exempt #: <u>12 LS</u>		() Taxable	() City	() County	() State	Route: <u>101</u>		
THE TERM OF THIS AGREEMENT IS <u>6</u> MONTHS. This agreement consists of multiple pages.							Customer Initials: _____		

Suds & Duds Inc., dba Servall Uniform and Linen Supply (Company) and (Customer) mutually agree to the following terms and conditions (Agreement), which shall supersede any previous oral or written agreements and shall be binding on all successors and assigns, including any transition of the business or its principal assets. The Customer orders from Company rental goods (Merchandise) and services for all Customer's requirements of the type listed on the following page(s), at the prices and upon the conditions stated. Additional Merchandise and services Requested by Customer in writing during the term will also be covered by this Agreement. All Merchandise supplied to Customer remains the property of Company. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the same or similar goods or services. Service hereunder is subject to strike, lockout, riot, explosion, fire, pandemic, other disturbance, government acts, acts of God (including, but not limited to weather), and other conditions beyond Company's control, and failure to provide service because of such events shall not be considered a breach. Any action or proceeding regarding this Agreement shall be filed in Rapid City, SD, 57701.

- RENTAL OF TEXTILES** – Supplier agrees to provide all textiles required by Customer, and Customer agrees to rent all textiles exclusively from Supplier. This agreement is a lease, and the terms "lease" and "rent" are synonymous. This also applies to any additional textiles provided during the initial or any renewal of this agreement.
- PRICES – MINIMUM CHARGES** – Customer acknowledges Supplier's investment in textiles. Customer agrees to pay the minimum inventory charges listed in the SKU Product/Service Detail or Supplier's inventory records. Minimum charges are calculated weekly based on Customer's usage compared to the total inventory of each item. For example, if Customer has 100 units of an item and the minimum charge is 40%, Customer will be charged for 40 units if fewer than 40 are used in the billing period. Minimum charges will be invoiced with the last delivery of each week.
- MINIMUM DELIVERY CHARGES** – All charges are based upon the total Merchandise covered by this Agreement and may change based on adjustments to inventory quantities. Customer agrees to pay additional service-related charges listed on the Agreement and is subject to a minimum weekly charge displayed in the SKU Product/Service Detail, 75% of original contracted service or 75% of the average last 6 delivery invoices, whichever is greater.
- PRICE ADJUSTMENT** – Prices shall be increased by the greater of the Consumer Price Index (South Dakota area) or 6% annually. Company reserves the right to adjust prices based on unforeseen supply changes or disruptions in competitive market pricing. In this case, Customer reserves the right to reject the price adjustment by notifying the Company of the rejection within thirty (30) days of the adjusted billing. If Customer opts to reject the price adjustment, the Company reserves the right to cancel this service agreement with thirty (30) days notice.
- SPECIAL TEXTILES** – If Customer is supplied with any item not a part of Company's regular stock (Specialty Item), the Customer will be required, upon discontinuance of service for those items for any reason, including expiration of the term or change to a different item, to purchase all Specialty Items in issue and held in inventory at the Company's replacement cost then in effect. This is a lease agreement, not a conditional sale.
- TERM OF AGREEMENT** – The initial term of this agreement begins on the first delivery of textiles and lasts as specified in the SKU Product/Service Detail. The agreement shall automatically extend for another 12-month period, unless written termination by Company or Customer, via Certified Mail, at least 90 days prior to the expiration date of current period. In the event of a pandemic/mandated shutdown, customer has the option to a) Return all inventory and suspend billing or b) Keep inventory on hand and be billed 33% of the invoice. Any adjusted weeks will be added to the end of the agreement. Initials: _____
Customer: _____
Servall: _____
- STANDARD OF QUALITY** – Supplier agrees that the quality of its service shall be comparable to that of other companies providing textile rental services in Supplier's market area. Customers shall have the right to terminate this agreement in the event that Supplier fails to provide the agreed quality of service, provided that Customer first gives Supplier written notice of any deficiencies in service, and further, that Supplier does not correct the same within a period of sixty (60) days after receiving such notice. The deficiencies in service shall be presumed cured within the sixty (60) days period unless Customer gives Supplier written notice detailing the continued deficiencies within ten days after the expiration of the sixty (60) days period. Customer may then cancel this agreement after giving thirty (30) days written notice of intention to do so.
- PAYMENT AND CREDIT** – Customer will be billed upon textile delivery. If credit is extended, payment is due within 15 days of the invoice. Late payments will incur a 2% per month service charge. Supplier may refuse further credit if payments are not timely.
- LIMITATIONS ON USE OF TEXTILES** – Customer must not attempt to launder or clean the textiles furnished by Supplier. Unless specifically noted above, the items rented are neither acid nor flame retardant (FR) and contain neither special acid nor FR features. The items should be used only in the course of employment under working conditions where they cannot catch fire or come into contact with acid. Customer shall notify its employees of the foregoing. Customer warrants that none of the employees for whom items are rented require acid or FR clothing, unless specifically stated above. Merchandise designated as FR is intended only to prevent the ignition and burning of fabric at the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR garments will not provide significant protection from burns in the immediate area of high heat contact. FR garments are designed for continuous wear as only a secondary level of protection.

Customer Initials: _____

- 10. **DELIVERY** – Supplier shall make reasonable efforts to make deliveries of the textiles to Customer in the frequency set forth in the SKU Product/Service Detail of this agreement. However, Customer acknowledges that the actual time of deliveries of the textiles may be different, and Customer hereby agrees to hold Supplier harmless from any inconvenience or damages caused by any difference in or infrequency of delivery of the textiles. Customer further acknowledges that the delivery frequency stated may differ due to extraordinary circumstances as set forth in the opening paragraph.
- 11. **SPECIAL DELIVERY CHARGES** – Supplier will make special deliveries to Customer at no extra charge to rectify a failure in service caused by Supplier. Customer agrees to pay, in addition to any other charges, a special handling charge of Thirty-Five (\$35) dollars if Supplier is required to make a special delivery or special pick-up because of customer's failure to give Supplier timely notice of any change in Customer's service requirements.
- 12. **PROPERTY RIGHTS IN TEXTILES** – Textiles remain Supplier's property. Customer is liable for the replacement cost of any lost or damaged textiles, outside of ordinary wear. In that event, Customer agrees to pay the then current replacement cost when billed.
- 13. **MARKING OF TEXTILES** – Any lettering or emblems that are placed on the textiles, except markings placed there by Supplier for its own purposes, shall be at the sole expense of Customer. Supplier may place markings of identification on all textiles in the Supplier's sole discretion.
- 14. **RETURN OF GOODS UPON TERMINATION** – Upon termination of this agreement for any reason, Customer agrees to return to Supplier all textiles supplied by Supplier pursuant to this agreement. Customer agrees to pay all charges due upon termination of this agreement, including but not limited to the charges set forth in Sections 5 and 13 of this Agreement. Any payments due from Customer under this agreement shall be in addition to any liquidated damages Customer may be required to pay pursuant to Section 15.
- 15. **LIQUIDATED DAMAGES** – The parties agree that in the event of the breach of this agreement by customer it will be both impracticable and extremely difficult to fix and assess Supplier's actual damages since, among other things, Supplier will have continuing general overhead and administrative expenses which will not be appreciably diminished in the event of the loss of Customer's business. It is understood that these continuing expenses in the aggregate equal or exceed forty (40%) percent of the textile rental revenues received from Customer, and the parties therefore agree, as liquidated damages and not as a penalty, that in the event of a breach of this agreement by Customer, Supplier's loss shall be determined and fixed by multiplying forty percent (40%) of Customer's average weekly charges during the term of this agreement times the number of weeks remaining in the term. These liquidated damages shall be in addition to any other legal or equitable remedies provided for in this agreement or by law.
- 16. **LEGAL ACTION AND VENUE** – It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota. The parties further agree that any dispute arising out of this agreement shall be litigated in a court of competent jurisdiction in Rapid City, South Dakota and the parties hereby consent to the jurisdiction of that court. Should any dispute arise regarding the performance of the terms and conditions of this agreement and legal action is commenced, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of suit.
- 17. **EFFECT OF WAIVER** – A waiver of any breach of the terms and conditions of this agreement by either party shall not be deemed to be a waiver of any future breach of any such terms and conditions by that party.
- 18. **WRITTEN NOTICE** – Any written notice provided for in this agreement shall be given to Supplier at its place of business, 312 Main St, Rapid City, SD 57701 and to Customer at its address as shown on Part A of this agreement. If given by mail, notice shall be given to the party by certified mail.
- 19. **ANCILLARY CHARGES** – Customer agrees to pay all "ancillary charges," which are defined as any charge other than the unit rental charge and specifically includes but is not limited to garment preparation charges, name emblems, embroidery, extra charges by manufacturers of unusual garment sizes, delivery minimums environmental charges (the initial environmental charge is noted in the "Environment", energy charges (the initial energy charge is noted in the "Energy". Supplier may adjust "ancillary charges" from time to time, as costs increase. Adjustments are not subject to the annual price increase for unit rentals and do not justify termination of the agreement.
- 20. **SUPPLIER'S RIGHT TO ENTER CUSTOMER'S BUSINESS PREMISES** – Supplier shall have access to customer's business premises to check all of Supplier's property in the possession of Customer at any time during Customer's normal business hours.
- 21. **INDEMNIFICATION** – To the full extent permitted by law, Customer agrees to defend, indemnify, and hold harmless Supplier and its affiliates and their respective officers, directors, employees and agents from and against all claims, causes of action, suits, damages, liabilities, costs and expenses or other obligations of any nature whatsoever relating or arising out of or alleged to have arisen out of the degradation of the textiles or the provision or use of any textile, including but not limited to the use of any textile by Customer's employees, agents and independent contractors.
- 22. **SEVERABILITY** – If any part of this agreement is invalid, the remaining provisions remain in effect.
- 23. **ENTIRE AGREEMENT** – This agreement consists of Terms & Conditions as well as SKU Product/Service Detail and supersedes all prior agreements. Any modifications must be in writing and signed by both parties. Additional pages of Part A, if added, will become part of the agreement once signed.
- 24. **DEFINITIONS** – "Textiles" includes flat goods, towels, garments, rugs, mops, and other rental products. "Term" refers to both the initial and any extended term of the agreement.
- 25. **POWER TO EXECUTE AGREEMENT** – The party executing this agreement understands that Customer will be bound by its terms and conditions and with that knowledge warrants that he, she, or it has the authority and power to execute this agreement on behalf of the Customer.

AUTHORIZED SIGNERS

CITY OF DEADWOOD

Suds & Duds, Inc. dba Servall Uniform & Linen Supply

NAME & TITLE

TROY LAWRENCE-CSSR

SERVALL REP

X _____

SIGNATURE DATE

JD SCOTT SERVICE MANAGER

SERVALL MANAGER'S NAME TITLE

X _____

SERVALL MANAGER'S SIGNATURE DATE

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



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

MEMORANDUM

Date: February 26, 2026
To: Deadwood City Commission
From: Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer
Re: 2026 Retainer for Professional Services, Renee Boen

The City Archives is requesting permission to enter a retainer with Renee Boen of Rapid City, South Dakota for professional services as related to the City's archaeological collections. Ms. Boen was the South Dakota State Archaeologist, Native American Graves Protection and Repatriation Act (NAGPRA) liaison and Collections Manager for the South Dakota Archaeological Research Center.

As part of this agreement, Ms. Boen will review and make recommendations concerning the City's Native American collections at the Days of 76 Museum. She would also review and make recommendations on the archaeological storage facility, aide and assist in the development of policies and procedures for the archaeological storage facility and its holdings and provide technical assistance in the long-term storage of archeological collections at City Hall. Funding for this retainer would come from the 2026 HPC Archaeology budget.

The Historic Preservation Commission reviewed this request at their February 25, 2026 meeting and recommend approval.

Motion:

Move to enter into a retainer with Renee Boen for professional services as related to the City's Native American and archaeological collections. This retainer will not exceed \$5,000.00 and will come from the 2026 HPC Archaeology budget.

CONTRACT FOR PROFESSIONAL SERVICES

This AGREEMENT is made by and between the Deadwood Historic Preservation Commission, a department of the City of Deadwood (hereinafter referred to as “**CITY**”) and Renee Boen, an independent archaeological contractor, 917 9th St, Rapid City, SD, 57701, (hereinafter referred to as Independent Contractor or “**IC**”).

I.

WHEREAS, **IC** agrees to aide and provide professional services for the perpetual care and long-term care of the **CITY**’S archaeological and anthropological collections housed within the city limits of Deadwood, South Dakota as an independent contractor.

II.

WHEREAS, the **CITY** has agreed to compensate **IC** for their services hourly at the rate of \$45.00 per hour for a total sum not to exceed Five Thousand Dollars (\$5,000.00). The **IC** has agreed to track and submit a monthly invoice for their hours for reimbursement of their services. These services will include transportation to and from Deadwood, onsite visits, outside research and development as related to questions and projects brought on by the **CITY**.

III.

WHEREAS, the parties agree that it will be **IC**’S responsibility to provide their own office space and equipment and pay their own social security and insurance.

IV.

WHEREAS, The final report and any associated paperwork relating to this project will be sent to the City of Deadwood Archives, 108 Sherman Street, Deadwood, South Dakota upon completion of the project.

V.

WHEREAS, **IC** may not subcontract any portion of this contract or any portion of the work.

VI.

WHEREAS, The **CITY** may terminate this contract for cause upon a five (5) day written notice. **IC** may terminate this contract for any reason upon thirty (30) day written notice.

WHEREFORE, **CITY** and **IC** wish to provide the following agreement:

1. **IC** shall provide professional services at the rate of \$45.00 per hour for a total sum not to exceed Five Thousand Dollars (\$5,000.00). Payment shall be made after Deadwood receives a monthly invoice from **IC**.
2. The parties agree that it is **IC'S** responsibility to comply with all local and state laws relating to workmen's compensation, register, report, and pay all necessary taxes and insurance including, but not limited to Social Security, FICA, Unemployment Insurance, comply with the Equal Employment Opportunities Act;
3. **IC** shall provide their own office space, equipment and materials to meet the requirements of this agreement;
4. **IC** is an independent contractor and this contract shall not be construed as creating any type of relationship including but not limited to, principal and agent or employer and employee between **CITY** and **IC**. **IC** does not have authority to hire any person on behalf of **CITY**;

5. **IC** shall indemnify, defend and hold harmless **CITY**, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of **IC** as set forth in this agreement;
6. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota; and
7. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

Signature Pages to follow.

Dated this ____ day of _____, 2026

CITY OF DEADWOOD

By _____
Charlie Struble-Mook., Mayor

ATTEST:

Jessica McKowen
City Finance Officer

Dated this ____ day of _____, 2026

RENEE BOEN
INDEPENDENT CONTRACTOR

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2026 before me, the undersigned officer, personally appeared Renee Boen, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she 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: _____

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: February 26, 2026
To: Deadwood City Commission
From: Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer
Re: 2026 Retainer for Professional Services, Dynamite Media Solutions

The City Archives is requesting permission to enter a retainer with Brad Schneck of Dynamite Media Solutions of Spearfish, South Dakota for professional services as related to the City's video/motion picture collection. As part of this agreement, Mr. Schneck will review, edit and make ready (20) new video clips that would appear on the City's GIS page at:

<https://gis.cityofdeadwood.com/portal/apps/webappviewer/index.html?id=9fc6864908aa4ed48dedeee01e5f5be8>

These new video clips will contain content as selected by the Deadwood Historic Preservation/City Archives. The cost to perform the above tasks will not exceed \$2,000.00 or \$100.00 per completed video by December 31, 2026. Funding for this project will come out of the 2026 City Archives annual budget.

The Historic Preservation Commission reviewed this request at their February 25, 2026 meeting and recommend approval.

Motion:

Move to enter into a retainer with Brad Schneck of Dynamite Media Solutions for professional services as related to the production of twenty new video clips (Deadwood Historic Preservation's "Bits of History" featured on the City's GIS page. The cost for this project will not exceed the amount of \$2,000.00 and will come out of the 2026 Archives budget.

CONTRACT FOR PROFESSIONAL SERVICES

This AGREEMENT is made by and between the Deadwood Historic Preservation Commission, a department of the City of Deadwood (hereinafter referred to as “CITY”) and Brad Schneck of Dynamite Media Solutions, an independent contractor, Spearfish, SD, 57783, (hereinafter referred to as Independent Contractor or “IC”).

I.

WHEREAS, **IC** agrees to aide and provide professional services for the development of the CITY’S motion picture/video clips uploaded on the CITY’S GIS page as an independent contractor.

II.

WHEREAS, the **CITY** has agreed to compensate **IC** for their services at the rate of \$100.00 per completed video for a total sum not to exceed Two Thousand Dollars (\$2,000.00). The **IC** has agreed to track and submit a monthly invoice for the completion of videos.

III.

WHEREAS, the parties agree that it will be **IC’S** responsibility to provide their own office space and equipment and pay their own social security and insurance.

IV.

WHEREAS, the final videos and any associated paperwork relating to this project will be sent to the City of Deadwood Archives, 108 Sherman Street, Deadwood, South Dakota upon completion of a video.

V.

WHEREAS, **IC** may not subcontract any portion of this contract or any portion of the work.

VI.

WHEREAS, The **CITY** may terminate this contract for cause upon a five (5) day written notice. **IC** may terminate this contract for any reason upon thirty (30) day written notice.

WHEREFORE, **CITY** and **IC** wish to provide the following agreement:

1. **IC** shall provide professional services at the rate of \$100.00 per completed video for a total sum not to exceed Two Thousand Dollars (\$2,000.00).
Payment shall be made after Deadwood receives a monthly invoice from **IC**.
2. The parties agree that it is **IC'S** responsibility to comply with all local and state laws relating to workmen's compensation, register, report, and pay all necessary taxes and insurance including, but not limited to Social Security, FICA, Unemployment Insurance, comply with the Equal Employment Opportunities Act;
3. **IC** shall provide their own office space, equipment and materials to meet the requirements of this agreement;
4. **IC** is an independent contractor and this contract shall not be construed as creating any type of relationship including but not limited to, principal and

agent or employer and employee between **CITY** and **IC**. **IC** does not have authority to hire any person on behalf of **CITY**;

5. **IC** shall indemnify, defend and hold harmless **CITY**, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of **IC** as set forth in this agreement;
6. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota; and
7. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

Signature Pages to follow.

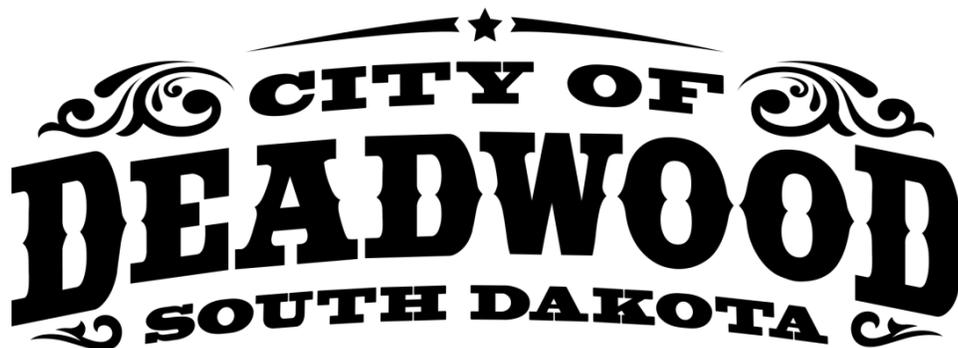
Dated this ____ day of _____, 2026

CITY OF DEADWOOD

By _____
Charlie Struble-Mook., Mayor

ATTEST:

Jessica McKowen
City Finance Officer



Deadwood Event Complex Rental & Use Agreement
Checklist

Event Name: _____

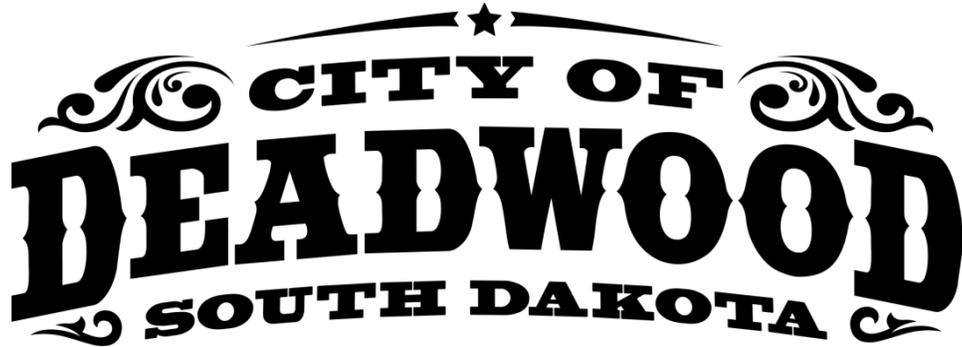
Date Initiated: _____

Date Check List Completed: _____

- Completed Rental & Use Agreement
 - Contact Information (page 3 and 4)
 - Fees and Deposits (page 5 and 6)
 - Acknowledgement of Rules and Regulations (page 7 & 8)
 - Indemnification and Insurance Acknowledgement (page 9-10)
 - Copy of Liability Insurance (page 11)
 - Release and Indemnification Agreement (page 12 & 13)
 - Release and Waiver of Liability Adult Participant (page 14)
 - Release and Waiver of Liability Minor Participant (page 15)
 - Building Rental and Use Rules (page 16)
 - Event Complex Parking Requirements (Page 17)
 - Acknowledgement of Responsibilities to and of the Concessionaire (page 18)
 - Alcohol Policy, please include fee on page 6 (page 19)
 - Acknowledgement of General Business requirements within the Event Complex (page 20)
 - Event Complex Sign and Banner Policy (page 21)
 - Renter Reference Sheet (page 24)
 - Monthly Vending Report (page 25-27)
 - Host of Event responsible for submitting.
- Event Complex Site Plan

Event Committee Meeting Date: _____

City Commission Meeting / Hearing Date: _____



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. ****

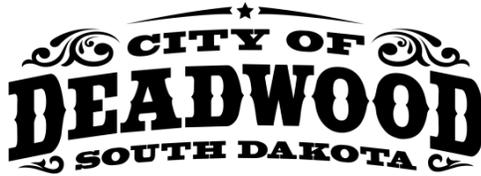
**** Disclaimer: During Youth Sports seasons, Event Complex renters may need to share or relinquish parking spaces during games. Sporting events are set by third-party entities, and the City prioritizes youth and community activities. ****

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

Table of Contents

Table of Contents.....	2
Rental and Use Agreement	
• Contact information.....	3-4
• Rental & Deposit Fee Schedule.....	5-6
• Rental Rules and Regulations.....	7-8
Insurance and Liability Overview.....	9
• Facilities Use Agreement Indemnification and Insurance Clause.....	10
• Liability Insurance.....	11
• Event Sponsor Release and Indemnification Agreement	12-13
• Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment	14
• Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minor(s)	15
Building Rental Rules.....	16
Event Complex Parking Requirements.....	17
Responsibilities to and of Concessionaire.....	18
Acknowledgement of Deadwood Codified Ordinances	
• Alcohol Policy	19
• General Business within the Complex	20
• Signs and Banners.....	21
City Services and Equipment	22-23
References.....	24
Monthly Vending Report and List of Vendors.....	25-27



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 – 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: _____

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	\$ _____	<input type="checkbox"/>	Key Deposit \$ _____
Baseball Fields	\$ _____	<input type="checkbox"/>	Damage Deposit \$ _____
Parking Lots ONLY	\$ _____	<input type="checkbox"/>	
Add'l Set-Up/Tear Down	\$ _____		*Total Deposits \$ _____
Tent(s)	\$ _____		*minus Admin Fee of \$250.00
Event Complex Cleaning And Trash Removal	\$ _____		and early arrivals if any.
Cleaning Baseball Restrooms	\$ _____		Alcohol Fee (Pg 18)
Cleaning Ferguson Restrooms	\$ _____		(\$100.00 per day) \$ _____
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
- Insurance Agency Information.
- Event Sponsor Release and Indemnification Agreement
- Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment
- Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minor(s)

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Liability Insurance

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

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Agent's 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.

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.

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: _____

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.
- C. If the City is a co-sponsor of an event, city services, equipment, or personnel may be provided to support the event without charge.

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

- Parade Escort for parades directly related to the event.
- If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-Of-Way.
https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermitToOccupyROW.pdf
- Traffic Control related to exiting of patrons at the intersection of Seventy-Six Drive and Highway 85/14A. This service shall be determined in advance if needed.

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: _____

Requirements (first time renter):

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

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

1) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

2) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

3) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

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

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

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

Organization: _____

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: _____

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: _____

Special Event Permit Application Checklist

Event Name: _____

Date Initiated: _____

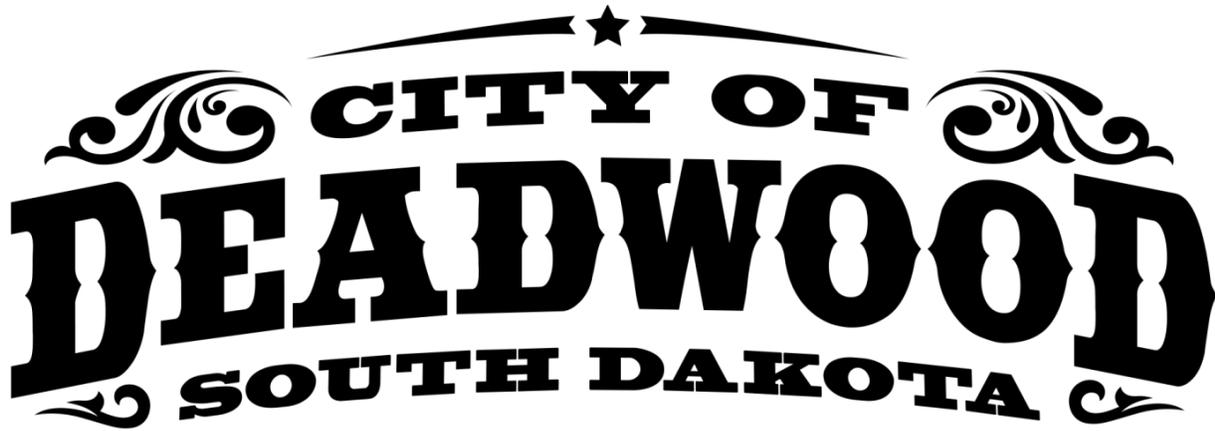
Date Check List Completed: _____

- Completed Special Event Permit Application
 - Event Information (page 2)
 - Organization Information (page 3)
 - Acknowledgement of Fees if required (page 3)
 - Overall Event Description (page 4-7)
 - Insurance Liability (page 8)
 - Copy of insurance
 - Affidavit of Applicant
 - Monthly Vending Report (page 25-27)
 - Host of Event responsible for submitting.

Plan

Event Committee Meeting Date: _____

City Commission Meeting / Hearing Date: _____



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

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

Event Title: _____

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: _____

Business who will be serving alcohol at event: _____

Adopted XXXXXX

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):

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

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.
- Food Concession and / or Food Preparation Area(s).
Please describe how food will be served at the event: _____

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Jersey Barriers and Equipment used for other than safety purposes.....\$25.00
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:
10' by 10' Set up and take down \$200.00
20' by 30' Set up and take down \$400.00
20' by 40' Set up and take down \$600.00
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.
(NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition.
Number of trash cans: _____ 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 XXXXXX

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: _____

Adopted XXXXXX

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: _____

Agent's Business Phone: (_____) _____

Policy Number: _____ Policy Type: _____

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

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

AFFIDAVIT OF APPLICANT

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

Name of Applicant (PRINT): _____

(Signature of Applicant/Sponsoring Organization)

Title: _____

Date: _____

VENDING

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

Adopted XXXXXX

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: _____

Adopted XXXXXX

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: _____

Adopted XXXXXX

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: _____

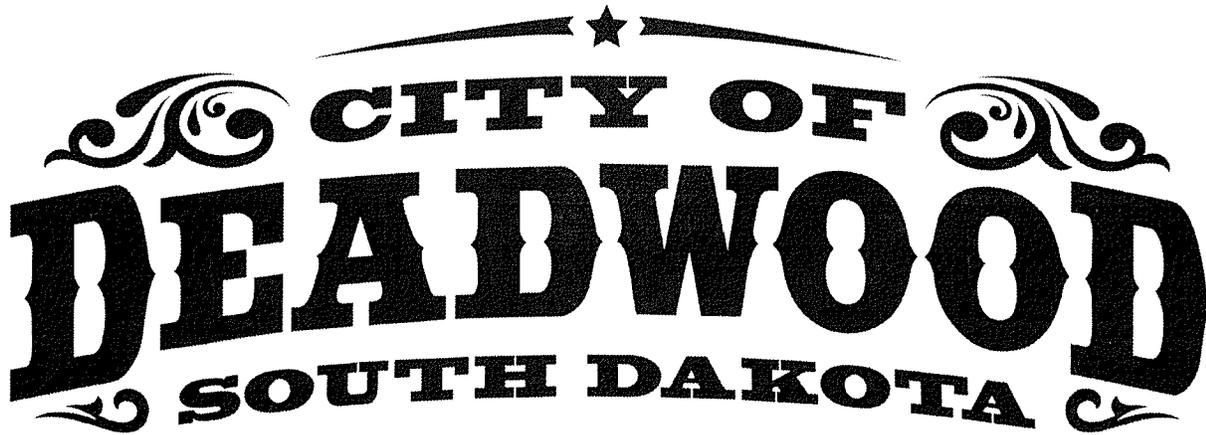
Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Adopted XXXXXX

Big Mick 2024



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).

Adopted October 6, 2025

EVENT INFORMATION

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

Event Title: The Big Mick 2026

Event Date(s): June 13, 2026 Total Anticipated Attendance: 125-150
 (month, day, year)

(# of Participants 125 # of Spectators 25)

Actual Event Hours: (from: 5am 5 AM / PM (to): 7am 6 AM / PM)

Location / Staging Area: Deadwood's Mickelson Trailhead

Set up/assembly/construction TH 5am Start time: 5 AM / PM

Please describe the scope of your setup / assembly work (specific details): We will have 1 vehicle + will hand out registration packets on 6/2 from 5p-7p - then 5a-7a on 6/13 - cyclists will depart Deadwood by 7am

Dismantle Date: 6/13/26 Completion time: 6/13 7 AM / PM

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

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

OPEN CONTAINER

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

Date: n/a Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit) Noncommercial (nonprofit)

Sponsoring Organization: Mickelson Trail Affiliates

Chief Officer of Organization (NAME): Ann Cunningham

Applicant (NAME): Ann Cunningham Business Phone: (605) 440-2400

Address: PO Box 6038 Custer SD 57730
(city) (state) (zip code)

Daytime phone: (605) 440-2400 Evening Phone: (605) 440-2400 Fax #: ()

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

Name: n/a

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

Contact person "on site" day of event or facility use Ann Cunningham Pager/Cell #: 440-2400

(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): all fees are collected prior to the event. No money will be exchanged on 6/13/26

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:

Event participants will park at the Mickelson Trail TTT parking lot in Deadwood. They will pick up registration packets and depart between 5am + 7am on the trail - riding the MT to Edgewater. They will be shuttled back to Deadwood that evening - arriving back in Deadwood between 8pm + 9pm.

We anticipate 20 - 30 vehicles in the TTT parking lot that day. (max)

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: n/a

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

- 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: 0 Trash Containers w / lids: 0

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

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Ann will have a trash receptacle at her vehicle & will take it with her.

Other Related Event Components not covered above. n/a

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: n/a

Please describe your Accessibility Plan for access at your event by individuals with disabilities: n/a

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

NO YES Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: _____

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

Security Director (Name): _____ Business phone: _____

NO YES Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators: _____

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

n/a 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: *al*

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: *al*

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: *We do not anticipate any impact on the above-riders will be on the trail*

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

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

NO YES all promotions are done online + print

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: n/a

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):

Anna Cunningham

(Signature of Applicant/Sponsoring Organization)

Title:

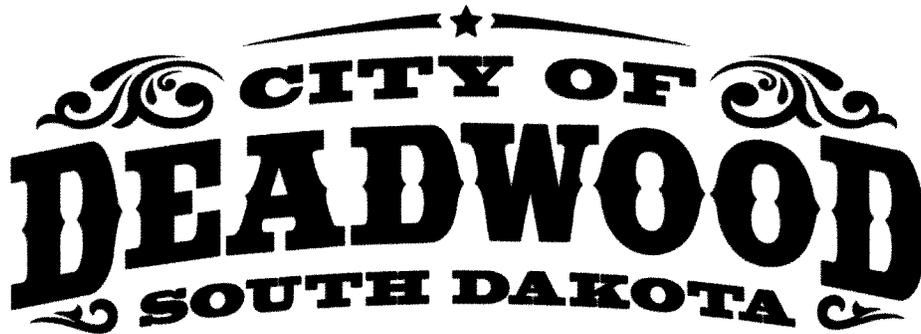
event coordinator

Date:

1/29/26

VENDING

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



Event Complex Rental and Use Agreement

Event: City of Deadwood Easter Egg Hunt 2026

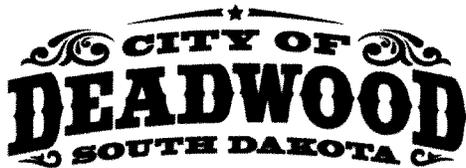
Date of Event: March 28, 2026

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

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

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

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: City of Deadwood Easter Egg Hunt 2026

Contact Information:

Name of Applicant: Jeremy Russell

Business/Organization: City of Deadwood/Elks 0508/Saloon #10

Mailing Address: 105 Sherman Street

City, State Zip: Deadwood, SD 57732

Business Phone: 605-578-3729 Cell Phone: 614-507-1505

Email Address: jeramy@cityofdeadwood.com

Dates Event Complex requested:

Set up Date(s): March 28 Hour(s): 0900

Event Date(s): March 28 Hour(s): 1000

Clean-up Date(s): March 28 Hour(s): 1200

Approximate number of people who will attend: 250

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

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.

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 JR

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 JR

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 JR

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 JR

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

Initials JR

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.

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)

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):

We are requesting to hold the City of Deadwood Easter Egg Hunt at Ferguson Field this year.

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:

We understand and also believe that holding the hunt at Ferguson Field will be a far safer location than Gordon Park. Kids and Parents will not have to cross a busy street.

Initials jr

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

Participant Release and Indemnification required? YES _____ NO X

Initials jr

- 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 jr

- 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 jr

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: Jeremy Russell Date of Birth: 8-15-79

Address: 105 Sherman Street
Deadwood, SD 57732

Signature:  Date: 2-19-26

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: City of Deadwood

Name: Jeremy Russell Title: DRAC

Signature:  Date: 2-19-26

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: City of Deadwood

Name: Jeremy Russell Title: Drac

Signature:  Date: 2-19-26

Liability Insurance

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

Name of Insurance Company: City of Deadwood

Agent's Name: Jessicca Mckeown Policy Type: _____

Phone: 605-578-2600 Policy No.: _____

Address: 102 Sherman Street, Deadwood SD 57732

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

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

Event Complex Sign and Banner Policy

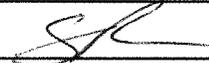
1. Approved events proposed for the Deadwood Event Complex are exempt from Chapter 15.32 Signs of the City of Deadwood Code for all signage and banners located within the event venue. Any proposed banners or signs on the outside of the perimeter fencing will be subject to permitting and the process for 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: City of Deadwood

Name: Jeremy Russell

Title: DRAC

Signature: 

Date: 2-19-2026

Police Department

- Parade Escort for parades directly related to the event.
- If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-Of-Way.
https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermitToOccupyROW.pdf
- Traffic Control related to exiting of patrons at the intersection of Seventy-Six Drive and Highway 85/14A. This service shall be determined in advance if needed.

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

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: _____

N/A

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: _____

**CITY OF DEADWOOD
ORDINANCE 1443**

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** “5.28.035 Display Of Merchandise” of the Deadwood Municipal Code is hereby *amended* as follows:

A M E N D M E N T

5.28.035 Display Of Merchandise

It is unlawful for any person, entity or business to display, store or maintain any merchandise ~~(except benches for the public, pet watering stations, flowers and potted plants)~~ for sale or show within the right-of-way, as defined in Title 15, by affixing the same to the exterior awnings, canopies, posts, building facade (including any door or shutter, when opened externally, displays merchandise or signs) of any ~~permanent or temporary structure store front~~ or cause or enable the display of merchandise for sale or show in said right-of-way outside of any permanent or temporary structure within the city's local historic district, as defined under Title 17.

(Ord. 1241 (part), 2015; Ord. 1101 (part), 2008)

SECTION 2: **AMENDMENT** “5.28.020 Definitions” of the Deadwood Municipal Code is hereby *amended* as follows:

A M E N D M E N T

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~~ any goods, wares and services sold and/or offered for sale inside the adjoining 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.

"Store Front" means the physical space that houses a retail store offering merchandise for sale or show within the physical space, including the street-facing facade and display windows or openings, which are designed to attract customers.

"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.

(Ord. 1141 (part), 2011: Ord. 1101 (part), 2008: Ord. 1005 § 22-101, 2003: Ord. 978 (part), 2001: prior code § 22-101)

SECTION 3: **ADOPTION** “5.28.034 Purpose” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

5.28.034 Purpose(*Added*)

The purpose of regulating the display of merchandise is to respect the historic architectural styles of the community, and more specifically, the style of each individual store front and structure within the local historic district and to limit obstructions and distractions in the highly pedestrian-oriented local historic district.

SECTION 4: **ADOPTION** “5.28.036 Exemptions” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

5.28.036 Exemptions(*Added*)

The following items are exempt from this chapter so long as they still allow for four (4) feet of space within the sidewalk located within the right-of-way:

Benches, chairs and tables for public seating, pet watering stations, flowers and potted plants, trash receptacles not for sale or show in the adjoining store front.

SECTION 5: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from March 25, 2026 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

_____.

Presiding Officer

Attest

Charlie Struble-Mook, Mayor, City of
Deadwood

Jessica McKeown, Finance Officer,
City of Deadwood

**CITY OF DEADWOOD
ORDINANCE 1444**

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

SECTION 1: **ADOPTION** “CHAPTER 15.02 SPECIAL ASSESSMENTS” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

CHAPTER 15.02 SPECIAL ASSESSMENTS(*Added*)

SECTION 2: **ADOPTION** “15.02.010 General Policy Statement” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.010 General Policy Statement(*Added*)

The purpose of this Special Assessment Ordinance is to establish the policies and procedures in accordance with the South Dakota Codified Laws (SDCL), Chapter 9-43, for the construction and financing of local improvement projects through assessment of benefitted properties by the City of Deadwood.

The ordinance is intended to serve as a guide for the special assessments on local improvement to ensure consistent, fair, and equitable treatment of all property owners sharing in the special benefit of the street and utility improvements as determined by the City of Deadwood.

Local improvements are defined as the process of building, altering, repairing, improving, or demolishing any local infrastructure facility, including any structure, building, or other improvement of any kind to real property as defined by SDCL § 9-43-75. The following types of local improvements which part or all the cost of the improvements is to be assessed to benefitting properties includes street grading, base course and pavement, curb and gutter, driveway pavement, sidewalks, retaining walls, sanitary sewer mains and services, water main and water services, storm sewer trunk lines and laterals. The type of assessable costs shall include but not be limited to construction costs, engineering costs, and property acquired for infrastructure including but not limited purchase and closing costs and legal and other fees.

SECTION 3: ADOPTION “15.02.020 Definitions” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.020 Definitions(*Added*)

In the application of this Special Assessment Policy, the rules and definitions contained in this section shall be observed and applied, except when the context clearly indicates otherwise.

Abutting - Contiguous or having a common boundary.

Adjusted Front Footage - The number of feet used in calculating an Assessment applied for each individual property based on the methods described in the Ordinance

City - The City of Deadwood, South Dakota

Deferred Assessment - A dollar amount applied for improvements or services provided to selected properties receiving special benefit that the City elects to not collect until a specific time or event as defined by the South Dakota Codified Laws and this Special Assessment Ordinance.

Driveway - A private road that gives access to a house or property from a public roadway.

Larger Lot or Parcel – One or more separate parcels of land that are under the same ownership that collectively are greater than 160 acres in size and that are unimproved in terms of infrastructure.

Local Improvement - The process of building, altering, repairing, improving, or demolishing any local infrastructure facility, including any structure, building, or other improvement of any kind to real property as defined in South Dakota Codified Laws.

Lot - Land occupied or intended for occupancy by a use or uses permitted by the City of Deadwood. It shall have its principal footage upon a street or an officially approved access. The terms *parcel* and *tract* may be used with the same definition within this Ordinance.

Oversizing - A pipe or pavement surface that is designed and constructed larger or wider than what is needed to adequately service a specific project area abutting the improvement.

Property Line - A line of record bounding a lot that divides one (1) lot from another lot or from a public or private street or any other public space.

Reconstruction - Infrastructure which currently exists and will be replaced for a similar use.

Special Assessment - A dollar amount applied for improvements or services provided to

selected properties receiving special benefit.

Special Benefit – The benefit received by a parcel of real property received when that real property receives a unique increase in value or usability due to a nearby public improvements including but not limited to new infrastructure, road access, or utility upgrades which are separate from general benefits enjoyed by the public.

Service Line - A water or sanitary sewer pipe that is installed between the main line to the property line to service individual properties.

Trunk Line - Water and sewer pipes that serve as large capacity mains to service larger areas and multiple basins outside of the areas adjacent to the main.

SECTION 4: ADOPTION “15.02.030 Methods Of Assessment” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.030 Methods Of Assessment(*Added*)

There are a number of methods of assessment that may be used: adjusted front footage, area, per lot, per each, zone, fair market value before and after improvements, use of improvements, and block by block. The City shall determine one method for each project or improvement, based upon which method would best reflect the special benefit received for the area to be assessed.

The assessment rate determined for each property receiving special benefit shall be equal to the assessable cost of the project divided by the total number of assessable units benefitted by the improvements.

The following methods of assessment, as described and defined below, are hereby established as methods of assessment in the City of Deadwood.

SECTION 5: ADOPTION “15.02.040 Adjusted Front Footage Method Of Assessment” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.040 Adjusted Front Footage Method Of Assessment(*Added*)

The cost for adjusted front footage method of assessment shall be based on the quotient of the

assessable cost divided by the total assessable frontage receiving special benefit from the improvement. To determine the assessable frontage, all properties, including governmental agencies, shall have their frontages included in such calculation.

The actual physical dimensions of a parcel abutting an improvement (i.e., street, sewer, water, etc.) shall not be construed as the frontage utilized to calculate the assessment for a particular parcel. Rather, an adjusted front footage will be determined. The purpose of this method is to equalize assessment calculations for lots of similar size. The following procedures will apply when calculating adjusted front footage. The appropriate procedure will be determined by the layout of the lot.

A. Interior rectangular lots. The adjusted front footage shall be equal to the dimension of the front of the lot. The front of the lot shall be defined as the linear distance in feet abutting a public street. B. Rectangular corner lots. The adjusted front footage shall be equal to the dimension of the front of the lot. The front of the lot shall be defined as the linear distance in feet abutting a public street. Sanitary sewer and water main adjusted front footage shall be equal to the dimension of the side of the lot that is determined to be considered the front as the linear distance in feet abutting a public street C. Interior irregularly shaped lots. The adjusted front footage shall be equal to the dimension of the front of the lot. The front of the lot shall be defined as the linear distance in feet abutting a public street. D. Irregularly shaped corner lots. The adjusted front footage shall be equal to the dimension of the front of the lot. The front of the lot shall be defined as the linear distance in feet abutting a public street. Sanitary sewer and water main adjusted front footage shall be equal to the dimension of the side of the lot that is determined to be considered the front based on the linear distance in feet abutting a public street. E. Double Frontage Lots. A double frontage lot is defined as a lot that has frontage on two non-adjointing sides. The adjusted front footage shall be equal to the dimension of the front of the lot. The front of the lot shall be defined as the linear distance in feet abutting a public street. Sanitary sewer and water main adjusted front footage shall be equal to the dimension of the side of the lot that is determined to be considered the front based on the linear distance in feet abutting a public street. F. Corner lots which abut three streets. The adjusted front footage for a given type of surface improvement shall be calculated on the same basis as if such lot was a corner lot abutting the improvement on two sides only. G. Large parcels. For large platted or unplatted lots, the lot shall be assessed based on the type of large lot as defined above with the front of the lot being defined based on the linear distance in feet abutting a public street. For the large lots that abut an improvement that assessments are being applied but is not considered the front of the lot as defined in the City of Deadwood Zoning Ordinances at the time of assessment, the lot will have a deferred assessment applied against any future lots which may be subdivided from the larger parcel and the future lots subdivided would meet the definition as the front of the lot for the assessed improvements in the future. The City shall determine the potential for large lots to be subject to a deferred assessment.

SECTION 6: **ADOPTION** “15.02.050 Area Method Of Assessment” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.050 Area Method Of Assessment(*Added*)

The area method of assessment shall be based on the number of square feet or acres within the boundaries of the appropriate property lines of the areas receiving special benefit from the project. The assessment rate (i.e., cost per square foot) shall be calculated by dividing the total assessable cost by the total assessable area. On large lots, the City Planning and Zoning Director may determine that only a portion of the lot(s) receives the special benefit and may select a lot depth for the calculations equal to the special benefit received.

All properties included in the area receiving special benefit, including governmental agencies, shall be assessable. The following items may not be included in area calculations: public right-of-way, and natural waterways, swamps and lakes and other wetlands designated by the State of South Dakota or the City. The City Planning and Zoning Director will make a recommendation on the boundaries or parameters of the area receiving special benefit.

SECTION 7: **ADOPTION** “15.02.060 Per Lot Method Of Assessment” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.060 Per Lot Method Of Assessment(*Added*)

The per lot method of assessment shall be based on equal assessment of all lots within the area receiving special benefit. The assessment per lot shall be the quotient of the assessable cost divided by the total assessable lots of parcels receiving special benefit from the improvement. For the purpose of determining the lots of parcels, all parcels, including governmental agencies, shall be included in such calculations.

SECTION 8: **ADOPTION** “15.02.070 Per Each Method Of Assessment” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.070 Per Each Method Of Assessment(*Added*)

The per each method of assessment shall be utilized when a property receives the sole special benefit of the improvement (example: a water service.)

SECTION 9: **ADOPTION** “15.02.080 Zone Formula” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.080 Zone Formula(*Added*)

Assessments may be levied by using the "zone" formula when benefits are equal and uniform among all of the parcels of the property within each zone. A "zone" or "zone and termini" system is one in which the improvement district is divided into zones, with a decrease of the percentage of the cost of the improvement assigned to each of the zones as the distance from the improvment increases.

SECTION 10: **ADOPTION** “15.02.090 Fair Market Value Before And After Improvement” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.090 Fair Market Value Before And After Improvement(*Added*)

The assessment may be done according to the proportionate increase in the fair market value of the property after the installation of the improvements.

SECTION 11: **ADOPTION** “15.02.100 Use Of Improvement” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.100 Use Of Improvement(*Added*)

The assessment may be done based on the nature and extent of the owner’s use of the improvement. The assessment is distinguished from any fees the owner may pay for the continuing use of the service provided by the improvement. The assessment is the charge for

the improvement of the property and when determining whether a charge for connecting with a municipal water or other service is a fee or an assessment.

SECTION 12: **ADOPTION** “15.02.110 Block-By-Block” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.110 Block-By-Block(*Added*)

The “block-by-block” method of apportionment is the assessment of individual properties in each “block” of property of a portion of the cost of acquiring the land in that block. The size and configuration of a “block” is determined on a case-by-case basis, depending on the existing facts and circumstances.

SECTION 13: **ADOPTION** “15.02.120 Assessment Determination And Standards For Improvement” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.120 Assessment Determination And Standards For Improvement(*Added*)

The following shall be used for determinations and standards for improvement.

SECTION 14: **ADOPTION** “15.02.130 Street, Curb And Gutter Improvements” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.130 Street, Curb And Gutter Improvements(*Added*)

- A. New Construction: All new streets (including gravel to asphalt) will be assessed 100% to the properties receiving special benefit. Street and curb and gutter improvements will normally be assessed by the adjusted front foot method, however other methods may be utilized if conditions warrant. Cost of construction of streets shall be assessed based on the City of Deadwood Design Standards for residential streets at the time of the assessment. Oversizing costs which are incurred more than the above may be paid by: City funds, State funds, larger Assessment rates to benefitted properties, general obligation funds, or any other method or combination of methods authorized by the

City of Deadwood.

- B. Reconstruction and Overlays: Except as for streets that were constructed and failed to meet a reasonable life expectancy, street reconstruction and overlays will be assessed 0% to the benefited properties. Reconstruction of existing paved streets without curb and gutter to an urban section with curb & gutter shall be assessed 100% to the benefitting property owners.
- C. Gravel Streets: Existing gravel streets improved to a paved street shall be assessed 100% to the benefitting properties for construction and surfacing and installing curb and gutter as if it were a new construction.
- D. Driveway Approaches: All driveway approaches constructed with new development shall be assessed at 100% to the benefitting property owners. Existing driveway approaches that are reconstructed will be assessed 0% to the benefitting property owner. The driveway approach consists of the area from the back of curb to the front edge of the sidewalk across the property or property line if there is no sidewalk.
- E. Maintenance: All maintenance on existing streets will not be assessed to the benefitting property owners and shall be paid for in accordance with the City of Deadwood policy on maintenance fees.

SECTION 15: **ADOPTION** “15.02.140 Sidewalks And Trails” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.140 Sidewalks And Trails(*Added*)

A. New Development: All sidewalks installed in newly developed areas shall be paid 100% by the property owner. Notwithstanding, should the City install the sidewalk then the sidewalk improvements will normally be assess against the owner by the front foot method, however other methods may be utilized if conditions warrant. Cost of construction of sidewalks and trails shall be assessed based on the City of Deadwood Design Standards at the time of the assessment.

B. New Sidewalk in Developed areas or Sidewalk Reconstruction: All new sidewalk installed in development areas shall be assed 0% to the properties abutting the improvements. Sidewalk replaced as part of a reconstruction project shall be assess 0% to the properties abutting the improvements.

SECTION 16: **ADOPTION** “15.02.150 Storm Sewer Improvements” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.150 Storm Sewer Improvements(*Added*)

Storm sewer improvements shall include the storm sewer piping, outlets, structures, pumping stations, stormwater management ponds, ditches, culverts, and all other appurtenances required for the collection and management of stormwater.

For New Construction, all new storm sewer installed may be assessed 100% to the benefitted properties. Storm sewer improvements will normally be assessed using the area method; however, other methods may be utilized if conditions warrant it. If new storm sewer to be installed is receiving drainage from areas outside of the assessed area causing storm sewer to be oversized, the oversizing of the storm sewer shall be unassessed and funded through the City. The area of drainage from the assessed area and the required storm sewer sizing will be used to determine the oversizing of the storm sewer. Storm sewer reconstruction projects may involve improvements that upsize or construct a new stormwater infrastructure system in areas that have inadequate drainage or developed areas without existing storm sewer infrastructure. With reconstruction projects that include work other than replacement of the existing storm sewer infrastructure system, the City shall determine the benefit to the adjacent property owners and the percentage of the reconstruction to be assessed depending on the scope and need of the improvement.

The cost for upsizing storm sewer systems to provide adequate service and capacity for areas beyond the adjacent area, the benefitting properties will be assessed at the estimate cost of an equivalent storm sewer system that would be sufficient for the drainage area of the assessment area.

SECTION 17: **ADOPTION** “15.02.160 Sanitary Sewer Improvments” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.160 Sanitary Sewer Improvments(*Added*)

Sanitary sewer improvements shall include the sanitary sewer piping, sanitary sewer service

lines, manholes, lift stations, and all other appurtenances required for the collection and management of wastewater.

A. New Construction: All new sanitary sewer mains and sewer service connections shall be assessed 100% to the benefited properties. Sanitary sewer main improvements will normally be assessed by the adjusted front footage basis; however, other methods may be utilized if conditions warrant it. Properties with City existing sanitary services, but which do not have mainline sewer adjacent to, across or up to their property lines will not be assessed as they are considered to already be receiving the benefit of the service connection. B. Oversized mains or upsizing: When new oversized mains or trunk lines (larger than 8”) or existing sanitary sewer mains are required to be upsized to provide adequate service and capacity for areas beyond the adjacent area, the benefitting properties will be assessed at the estimated cost of an equivalent 8” with all oversizing costs to remain unassessed and funding through the City. The City shall dictate the location and size of oversized mains. Oversizing costs shall be determined by the mean price of pipe and appurtenances at the time of construction. C. Grinder Pumps: Where, in the opinion of the engineers retained by the City of Deadwood, it is necessary to install an individual grinder pump lifting device for purposes of securing adequate flow from a property to the adjacent public sewer service, a property owner must provide the necessary grinder pump and related lines to transmit sewage to the adjacent public sewer system. The pump must be approved by the City Planning Director and installation of said grinder pump lifting device shall be done at the property owner’s expense. The lifting device and discharge line shall be owned, maintained, and operated at the expense of the property owner unless the Deadwood City Commission determines that it is in the best interest of the City to own, operate or maintain these systems.

SECTION 18: ADOPTION “15.02.170 Water Main Improvements” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.170 Water Main Improvements(*Added*)

Water main improvements shall include the water main piping, water service lines, fire hydrants, valves, fittings, and all other appurtenances required for the water distribution system.

A. New Construction: All new water main lines and water services connections will be assessed 100% to the benefitting properties. Water main improvements will normally be assessed by the adjust front footage basis; however, other methods may be utilized if conditions warrant it. Properties which have existing City water service, but not have mainline water mains adjacent to, across, or up to the property lines will not be assessed as they are considered to already be receiving the benefit of the service connection. B.

Oversized or looping: When new oversized mains or trunk lines (larger than 8”) or existing water mains are required to be upsized to provide adequate service and capacity for areas beyond the adjacent area, the benefitting properties will be assessed at the estimated cost of an equivalent 8” with all oversizing costs to remain unassessed and funding through the City. The City of Deadwood shall dictate the location and size of oversized mains. Oversizing costs shall be determined by the mean price of pipe and appurtenances at the time of construction.

SECTION 19: **ADOPTION** “15.02.180 Special Assessment Procedures” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.180 Special Assessment Procedures(*Added*)

The following is the general procedure for special assessments that the City of Deadwood shall follow for all local improvement projects which the City determines shall be assessed to the property owners receiving special benefit in accordance with SDCL 9-43 et al.

SECTION 20: **ADOPTION** “15.02.190 Initiation Of Local Improvements” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.190 Initiation Of Local Improvements(*Added*)

A. By Petition: A public improvement project may be initiated by affected property owners to be assessed.

B. By City: The City of Deadwood may initiate public improvement projects as it determines necessary with approval of the Deadwood City Commission.

SECTION 21: **ADOPTION** “15.02.200 Proposed Resolution Of Necessity” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.200 Proposed Resolution Of Necessity(*Added*)

The City of Deadwood shall develop a proposed resolution of necessity as defined in SDCL §§ 9-43. The proposed resolution of necessity shall include the general nature of the proposed improvement or improvements, the material to be used, an estimate of the total cost or cost per linear foot, a description of the classes of lots to be assessed and of the method of apportioning the special benefits to the lots, if applicable. The City may define which portions of the proposed improvement costs will be assessed to special benefitted properties and which portions may be covered partially or in full by the City or through the City from various funding sources, if any. The City may define which methods of determining special benefit will be used as determined to be the most consistent, fair, and equitable treatment to each of the property owners sharing in the special benefit of the street and utility improvements to be assessed. The City proposed resolution shall state that the details, plans, and specifications are available for review during regular office hours at the City finance office.

SECTION 22: **ADOPTION** “15.02.210 Notice Of Public Hearing On Proposed Resolution Of Necessity” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.210 Notice Of Public Hearing On Proposed Resolution Of Necessity(*Added*)

The City will publish a notice of public hearing on the proposed resolution of necessity once, not less than ten (10) nor mor than twenty (20) days before the public hearing on the resolution of necessity. The notice of public hearing shall contain the time and place of the hearing and shall state that the City will consider any objections to the proposed resolution by owners of the affected properties.

The City shall provide a mailing, by first class or certified mail to each of the affected property owners as shown by the records kept by the Lawrence County Director of Equalization, not less than ten (10) days nor more than twenty (20) days before the hearing. The mailing shall include a copy of the notice of public hearing and the proposed resolution of necessity to each property owner of the affected properties.

At the public hearing, the City will consider any objections to the proposed resolution. The City of Deadwood reserves the right to adopt the proposed resolution with or without amendments to the original resolution. If the City amends any portion of the resolution affecting the properties not included in the original proposal, the City will give notice and the opportunity to be heard to the affected property owner per SDCL 9-43-82 to 9-43-84.

After the adoption of the resolution of necessity by the City, the City will publish the adopted

resolution of necessity. The adopted resolution of necessity becomes effective twenty (20) days after publication unless brought to a vote by the referendum, suspended by a resolution of the Deadwood City Commission, or a petition is filed with the City finance officer that is signed by at least fifty-five percent (55%) of the affected property owners to be assessed. The City has the ability to deny the petition through a two-thirds vote by the Deadwood City Commission.

If the resolution of necessity becomes effective after the conditions listed above are met, the City shall move forward with contracting for the proposed improvements.

SECTION 23: ADOPTION “15.02.220 Notice Of Public Hearing On Assessment Roll” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.220 Notice Of Public Hearing On Assessment Roll(*Added*)

Any contract for the improvements shall contain a suspension and/or termination provision providing for termination at no cost to the City if the special assessment roll is appealed to Circuit Court. After the contract is signed, the City shall file an assessment roll with the City finance officer. The assessment roll shall include the legal description of each parcel or property, the property owner’s name as shown by the assessment roll of Lawrence County’s Director of Equalization, and the amount of assessment against each lot or parcel that is to be assessed as part of the proposed improvement. The assessment roll shall contain information on the installments (if any), rates of interest on installations and the statement on due dates of installments (if any). The statement shall include that any number of the installments may be paid without interest at the office of the finance officer within thirty (30) days from the date of approval of the roll as per SDCL §§ 9-43.

Upon filing of the assessment roll in the finance office, the City will publish a notice of public hearing on the assessment roll, not less than ten (10) days nor more than twenty (20) days before the hearing. the notice of public hearing shall disclose the nature of improvements for which the assessment is to be levied and shall contain the time and place of the hearing. It shall also state that the assessment roll is open for public inspection at the office of the finance officer, and shall refer to the special assessment role for further particulars. The City shall provide a mailing, by first class or certified mail to each of the affected property owners as shown by the records kept by the Lawrence County Director of Equalization, with the mailing being provided not less than ten (10) days nor more than twenty (20) days before the public hearing. The mailing shall include a copy of the assessment roll for each of the affected property owners to be assessed. At the public hearing, the Deadwood City Commission will consider the assessment roll and any objections thereto, and determine whether to approve, equalize, or reject the assessment roll. After the assessment roll is adopted by the City, the City shall publish the resolution which will become effective twenty (20) days after the date of

publication. The City will publish the plan for which the assessment roll and installments shall be paid and follow the timeline for appeal as stated SDCL §§ 9-43. If the Deadwood City Commission equalizes or amends the assessment roll, a list of all items of assessment changed or amended shall be published and notice and a public hearing shall be held as provided in SDCL § 9-43-90. After any corrections in the assessment roll have been made, the Deadwood City Commission by resolution shall approve and levy the assessment, describing the assessment and the local improvement, and providing the dates of the official approval of the assessment roll. The resolution approving the assessment roll shall also state under which plan the assessment and installments thereof shall be paid as provided by SDCL § 9-43-102.

The City finance officer will prepare a special record containing the following information as stated in SDCL § 9-43-98:

1. A record of all special assessments; 2. The consecutive number of the item; 3. The date the assessment is due; 4. The name of the property owner as provided by the director of equalization; 5. The legal description of the property; 6. The amount assessed against each lot; 7. The character of the improvement for which the assessment is made; 8. The date of payment of each assessment or installment that is paid to the municipality.

The City finance officer will include a suitable index to the real property against which special assessments have been levied. The City shall immediately mail to each of the property owners assessed by the improvement notice. The notice shall specify the amount of the assessment, the number of installments, the date of approval of the assessment roll, and a statement that any number of the installments may be paid without interest at the office of the finance officer within thirty (30) days from the date of the approval roll. The City will define the dates in the adopted assessment roll resolution. Any appeal of a special assessment roll must be made within twenty (20) days after publication of a notice that the resolution confirming the special assessment roll has been adopted and as otherwise set forth by SDCL § 9-43-96. Should the special assessment roll be appealed, the Deadwood City Commission at its discretion may move forward with the proposed improvements or may suspend the project until after any challenge is complete and appeal time has been exhausted.

SECTION 24: ADOPTION “15.02.230 Payment Options” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

15.02.230 Payment Options(*Added*)

The City shall define by resolution under SDCL §§ 9-43, whether the special assessments are payable under Plan One (Collection by the Lawrence County Treasurer) or Plan Two (collection by the Deadwood Finance Officer) and comply with SDCL §§ 9-43 as to delivery to the Lawrence County Auditor. The City will follow all South Dakota Codified Laws on

payments, interest, dates of effective interest and payments, notices of delinquent installments and other related payments of assessments.

SECTION 25: **ADOPTION** “15.02.240 Deferred Assessments” of the Deadwood Municipal Code is hereby *added* as follows:

A D O P T I O N

15.02.240 Deferred Assessments(*Added*)

This special assessment ordinance applies to any project which includes properties subject to special benefit by local improvements outside of the City limits as determined by the City. The special benefit and cost accruing to the land outside of the City limits shall be included in the original public hearing. The City shall assume the temporary responsibility for payment of the allocable cost of such property or land. The City shall maintain a register on that property outside the City limits, and when the property is annexed in the City limits, the City shall file and certify the assessment to the Lawrence County Auditor for collection after the annexation occurs.

A deferred assessment may also be applied against a large parcel that has the ability to be subdivided in the future and the frontage of the new lot, as defined in the City of Deadwood Zoning Ordinances at the time of assessment, abuts an improvement that has had a special assessment applied. The City shall decide at the time of assessment of the feasibility of a large parcel to be subdivided and meet the specified deferred assessment for the frontage determined. The special benefit and cost accruing to the frontage shall be included in the original public hearing. The City shall assume the temporary responsibility for payment of the allocable cost of such property(ies). The City shall maintain a register on that property/those properties, and if the property(ies) is/are subdivided into small parcels in the future, the City shall file and certify the assessment to the Lawrence County Auditor for collection after the plat is filed with the County.

SECTION 26: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from _____ and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

_____.

Presiding Officer

Attest

Charlie Struble-Mook, Mayor, City of
Deadwood

Jessica McKeown, Finance Officer,
City of Deadwood

OFFICE OF
PLANNING, ZONING AND
HISTORIC
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108 Sherman Street
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Kevin Kuchenbecker
Planning, Zoning and
Historic Preservation Officer
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**BOARD OF ADJUSTMENT
STAFF REPORT
CONDITIONAL USE PERMIT**

Staff Report

Date: March 2, 2026
To: Board of Adjustment
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
RE: Conditional Use Permit – Multiple Family Dwelling Unit

APPLICANT(S): HACA, LLC

PURPOSE: Application for CUP – Multiple Family Dwelling Unit

ADDRESS: Burnham Avenue

LEGAL DESCRIPTION: Lots 1, 2, 3, 4, 5, 6, and 7, Block 1 of Highland Park Addition to the City of Deadwood, Lawrence County, South Dakota, according to the Plat recorded in Book 1 Page 135.

FILE STATUS: All legal obligations have been completed.

ZONE: R1 - Residential

STAFF FINDINGS:

Surrounding Zoning:

North: PF – Park Forest
South: R1 – Residential
East: R1 – Residential
West: R1 – Residential

Surrounding Land Uses:

Undeveloped Land
Residences
Undeveloped Land
Undeveloped Land

SUMMARY OF REQUEST

The applicants have submitted a request for a Conditional Use Permit to develop the land and build a Multiple Family Dwelling Unit located at the top of Burnham Avenue along the east side of the street. The proposed development includes five (5) town homes within two separate structures with garage parking.

FACTUAL INFORMATION

1. The property is currently zoned R1 – Residential.
2. The property is currently undeveloped land.
3. The subject property, once developed, will have access from Burnham Avenue. Each one of the five (5) units will have garage parking for two (2) cars located on the first level for a total of ten (10) parking spaces. This project involves two separate structures.
4. The subject property is located within an R1 - Residential zoning on 3 sides, and PF – Park Forest on the north side.
5. The property is not located within a flood zone.
6. Public facilities are not available to serve the property and would need to be installed. This includes extending Burnham Avenue and the installation of public utilities. The developer is open to a partial assessment for the public infrastructure improvements.
7. The area is characterized by residences with undeveloped land surrounding the neighborhood.

STAFF DISCUSSION

The applicants have submitted a request for a Conditional Use Permit for a Multiple Family Dwelling Unit and City regulations permit Multiple Family Dwelling Units in R1 - Residential zoning districts with an approved Conditional Use Permit.

The Deadwood Zoning Code 17.08 and South Dakota Codified Law defines a Multiple Family Dwelling Unit as the following:

“Multiple Family Dwelling Unit” means:

A dwelling containing three (3) or more attached dwelling units, not including motels, boarding houses, tourist homes or mobile homes.

COMPLIANCE:

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

GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS:

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

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

The City Comprehensive Plan encourages a variety of uses and a mixture of housing types. This area is an established residential neighborhood located within the historic district. The City of Deadwood will promote a land use pattern that takes advantage of the community's unique physical constraints by providing for growth in a way that preserves existing historic integrity.

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

The subject area is zoned R1 – Residential and is intended to provide locations for medium density, residential development commensurate with an urban area. The primary use within this zone is single-family detached residences.

- C. The proposed use at this location shall not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvement, public sites, or right-of-way.

If the applicant develops the property as intended, while keeping with historic guidelines as to design, the character of the neighborhood should not be adversely affected. Traffic conditions will increase along Burnham Avenue. Burnham Avenue will require expansion to the north to accommodate entry into the development. Municipal services will need to be installed to facilitate the development.

Conditional Use Permit – Multiple Family Dwelling Unit
 Burnham Avenue
 March 2, 2026

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

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

The proposed use would not increase the proliferation of non-conforming uses. The appearance of the structure will require review and improvement by the Historic Preservation Commission; therefore, the character and use of the buildings and structures near the subject property will not be adversely affected.

Lot size requirements for a Multi-Family Dwelling Unit development are a lot area not less than three thousand five hundred (3,500) square feet for the first unit. For those structures which provide off-street parking within the main structure, the lot area requirement for each additional unit may be reduced to two hundred (200) square feet per dwelling unit; four hundred (400) square feet of open space shall be provided for each multi-family unit. A fifty (50) foot frontage on the lot is required for multi-family dwellings. If the development proceeds as proposed, the lot size requirements would be met.

- E. Whether or not the proposed use in the proposed area will be adequately served by and will not impose an undue burden on any of the improvements, facilities, utilities, and services specified in this section.

As referenced in section C above, the proposed development would result in traffic conditions increasing along Burnham Avenue. Burnham Avenue will require expansion to the north to accommodate entry into the development. Municipal services will need to be installed to facilitate the development. The developer has conceptually agreed to a partial assessment for the public information improvements; however, a final proportionate has not been established at this time.

CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:

- A. In the R1 Residential District, Conditional Use Permits granted by this chapter shall be temporary in nature, with the exception of townhouses, condominiums and multi-family dwellings.

Conditional Use Permit – Multiple Family Dwelling Unit
Burnham Avenue
March 2, 2026

- B. Following the issuance of a Conditional Use Permit pursuant to the provisions of this ordinance, such permit may be amended, varied, or altered only pursuant to the standards and procedures established by this section for its original approval.
- C. If the use permitted under the terms of a Conditional Use Permit has not been started within six (6) months of the date of issuance thereof, said permit shall expire and be canceled by the City Planning Department. Written notice thereof shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new Conditional Use Permit has been obtained.
- D. If the permitted use under the terms of a Conditional Use Permit ceases, for whatever reason, for a period of twelve (12) months, said permit shall expire and be canceled by the City Planning Department. Written notice thereof shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new Conditional Use Permit has been obtained.

If approved, staff recommendations for stipulation(s) or condition(s):

1. Any alterations, changes, or additions to the proposed development plan must be approved by the City of Deadwood and its appropriate departments prior to implementation.
2. The Conditional Use Permit shall be contingent upon project approval by the Deadwood Historic Preservation Commission.
3. The developer enters into a developer's agreement with the City of Deadwood which shall outline expectations, requirements and associated costs with regards to the necessary public infrastructure improvements.
4. All public infrastructure improvements meet the rules, regulations and guidelines adopted by the City of Deadwood rather than funded by private or public sector.

ACTION REQUIRED:

1. Approval/Denial by Deadwood Board of Adjustment (approved by Planning and Zoning Commission February 4, 2026 with four (4) conditions).

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



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

Application No. _____

APPLICATION FOR CONDITIONAL USE PERMIT

Application Fee: \$500.00

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

Name of Proposed Development: ORALIE'S

Street Location of Property: TOP OF BURNHAM ST. @ DAKOTA

Legal Description of Property: BLOCK 1, LOTS 1-7 + BLOCK 2, LOTS 1-13

Zoning Classification of Property: R-1 RESIDENTIAL

Name of Property Owner: HACA, LLC Telephone: [REDACTED]

Address: [REDACTED]
Street City State Zip

Name of Applicant: FREDERICK P. CONFORTI Telephone: [REDACTED]

Address: [REDACTED]
Street City State Zip

1. The following documents shall be submitted:

- a. An improvement survey, including all easements,
- b. Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and
- c. A written statement addressing the criteria for approval.

Uses of Building or Land: CURRENT USE OF LAND IS VACANT. PROPOSED USE IS RESIDENTIAL

Signature of Applicant: Fred Conforti Date: 1-11-2026

Signature of Property Owner: Fred Conforti FOR HACA, LLC Date: 1-11-2026

Fee: \$ 500.00 Paid On 1/13/26 Receipt Number 206082

Legal Notice Published Date: _____ Hearing Date: 2/4/26

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

Reason for Denial (if necessary): _____

City of Deadwood
102 Sherman Street
Deadwood, SD 57732

Mr. Kevin Kuchenbecker:

January 14, 2026

Criteria for Approval for Oralie's

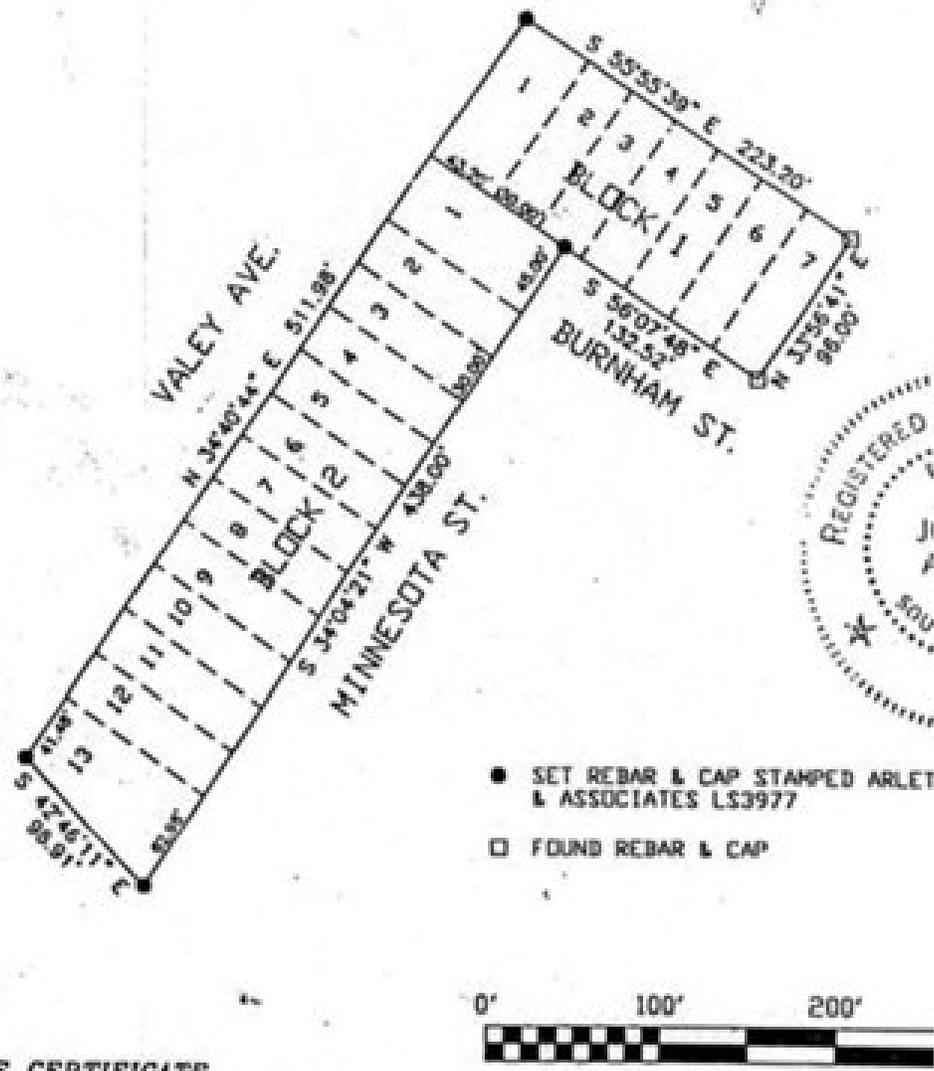
Proposed development will include:

- 5 or 6 residential units in 2 buildings totaling approximately 7,200sf
- Each building will have enclosed, secure parking under the building containing 5 or 6 spaces per building for a total of 10-12 spaces. There could be additional space in the enclosed garage for ATVs.
- Residential unit sizes will be 1 or 2 bedrooms potentially having a partial loft.
- Square footage of the residential units will be between 1,100 and 1,500sf.

Benefits to Deadwood:

- Provides new local 'for sale' housing within the City limits of Deadwood
- Utilizes land already planned for residential development thereby preserving virgin lands
- Improves storm water mitigation
- Enhances existing neighborhood with attractive architecture while respecting the vernacular
- Allows for the future extension of Burnham Rd. through lease or vacation of public R.O.W.

RECORD OF SURVEY
LOTS 1 THROUGH 7 BLOCK 1 AND LOTS 1 THROUGH
LOT 13 BLOCK 2 OF HIGHLAND PARK ADDITION, CITY OF DEADWOOD,
LAWRENCE COUNTY, SOUTH DAKOTA



S CERTIFICATE

ARLETH, R.L.S. 3977, DEADWOOD, SD, DO HEREBY CERTIFY
PROPERTY SHOWN HEREON WAS SURVEYED AND STAKED UNDER

RECORD OF SURVEY AND TOPOGRAPHIC SURVEY

- LEGEND:
- O FOUND CORNER AS NOTED
 - SET CORNER STAMPED "LS11918"
 - OP — OVERHEAD POWER
 - ST — STORM PIPE
 - UT — UTILITY POLE
 - SAN SEWER
 - ⊕ SEWER MAN HOLE
 - WATER LINE
 - FENCELINE

LEGAL DESCRIPTION

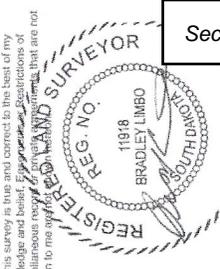
LOTS 1 THROUGH 7 OF BLOCK 1 AND LOTS 1 THROUGH 13 OF BLOCK 2 OF HIGHLAND PARK ADDITION, IN THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



Scale 1" = 50'

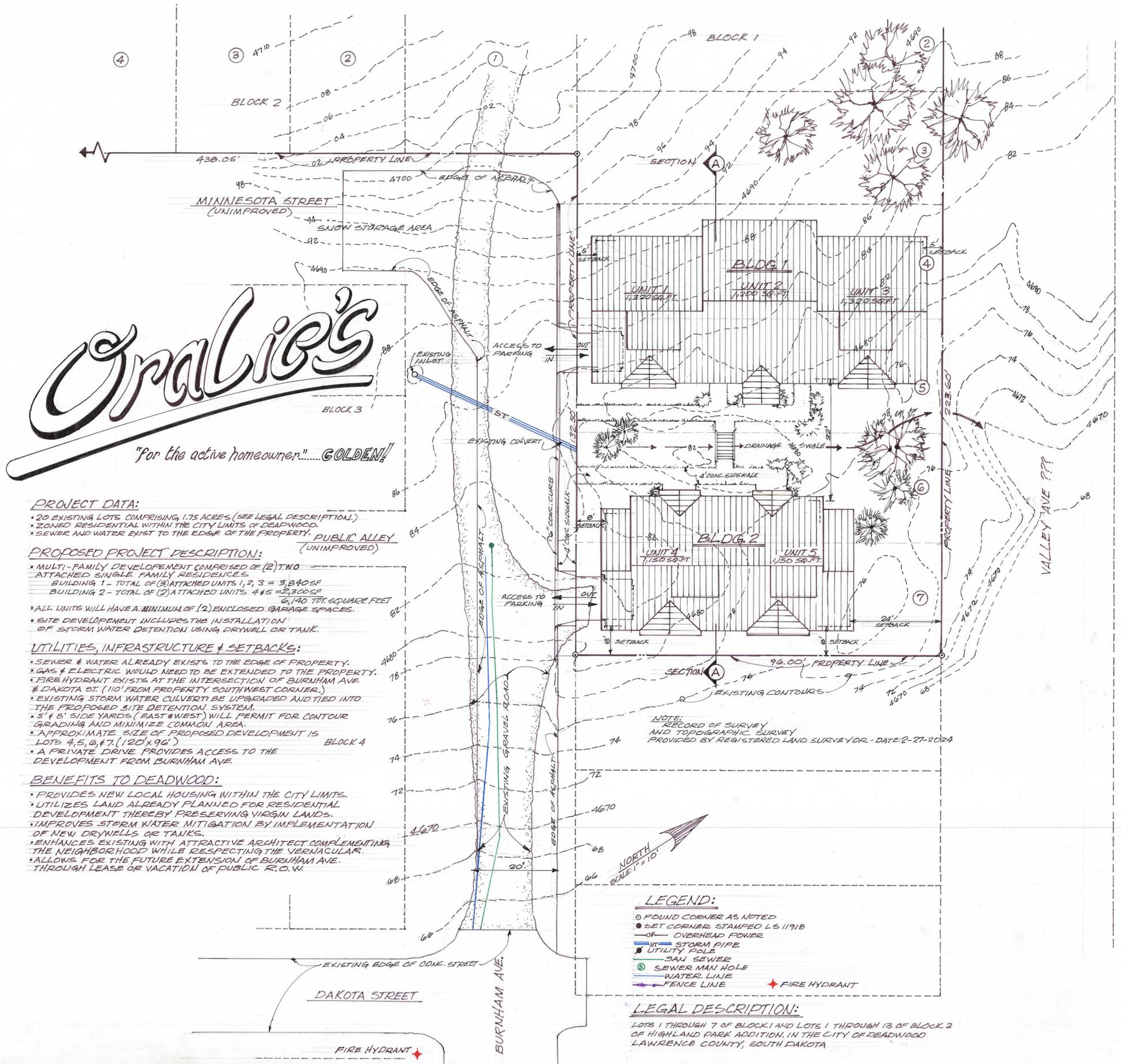
SURVEYED BY: BJL
DRAWN BY: FD
JOB NO. AA-23-326
DATE: 2-27-2024

SURVEYOR'S CERTIFICATE
I, Bradley J. Limbo, Registered Land Surveyor No. 11918 in the State of South Dakota, do hereby certify that this Record of Survey was performed by me or under my supervision, and that this survey is true and correct to the best of my knowledge and belief. I have read the specifications of miscellaneous surveying instruments that are not known to me.



Section 10 Item c.







Aerial photo of the proposed development site along Burnham Avenue.



January 27, 2026
2:00 p.m.

The Planning & Zoning Office received a phone call from Nancy Field, a resident of Pearl Street. Ms. Field had concerns about the potential development of town homes at the top of Burnham Avenue. Below is a list of concerns that Ms. Field gave:

1. Moving dirt at the location of the proposed development could cause damage to natural springs in the area. In addition, water-based infrastructure could pose a flooding problem to residents who live downhill along Burnham Avenue should there be a failure with pipes, fire hydrants, etc.
2. There is one way out of the Burnham neighborhood. Should there be a fire or flooding issue, a multi-family development at the top could cause problems with traffic flow and evacuation.
3. Parking could become a nuisance if multiple families reside at the top of the neighborhood.
4. Burnham is zoned R1 – Residential. By permitting a multi-family dwelling unit in the area, more developers may wish to develop multi-family dwellings in the future, changing the neighborhood make-up and creating an overpopulation of the area.
5. If housing is built in Deadwood, it should be built affordably, so local workers have a place to live.
6. Development of the property could result in an increase in property taxes to residents of the Burnham neighborhood.

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: February 6, 2026

TO: Planning and Zoning Commission

FROM: Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer

RE: Citizen meeting

STAFF FINDINGS:

On Friday, February 6, 2026, a meeting occurred between city staff and two citizens, Nancy Field and Karen Tilmony. During the meeting, concerns were heard about the proposed Conditional Use Permit to develop a parcel of land owned by HACA LLC. The proposed development would occur at the northeast side of Burnham Avenue and would place five (5) townhomes in the R1-Residential zoning district.

Both Ms. Tilmony and Ms. Field expressed concerns about water runoff, access to the neighborhood by the Fire Department in case of emergency, traffic and parking concerns.

Ms. Tilmony stated that she is planning to circulate a petition to her neighbors to request the Board of Adjustment deny the request for a Conditional Use Permit.

PETITION TO OPPOSE ORALIE'S MULTI-FAMILY DEVELOPMENT

We, the undersigned residents of the **Historic Burnham Neighborhood**, formally oppose the approval of the conditional use permit for the proposed Multi-Family Dwelling Unit legally described as Lots 1, 2, 3, 4, 5, 6, and 7, Block 1 of Highland Park Addition to the City of Deadwood, Lawrence County, South Dakota, according to the Plat recorded in Book 1 Page 135.

While the project received a recommendation by the Planning and Zoning Commission on **February 4th, 2026** and the application may have met minimum state notice requirements, most of the residents who will be directly impacted by this development were unaware that such a development was proposed. As a result, that recommendation was not made with consideration for, or with meaningful input from, those residents and was made without a full evaluation of the project's consequences to the public safety, infrastructure, neighborhood character, and long-term land use precedent.

Final authority rests with the City Commissioners, and it is at this level of review that the limited scope and insufficient detail defined in the proposal is **justification for denial of the permit**, or alternatively, grounds to remand the proposal for study of further impact and to allow time for neighborhood input.

The basis for this petition includes, but is not limited to:

- Lack of meaningful notice to affected residents.
- Public Safety and emergency access limitations due to the single access.
- Infrastructure impacts including water flow, drainage, erosion, and unlikely road expansion limiting capacity and flow of traffic.
- Precedent setting introduction of multi-family density into an established R-1 neighborhood with **recognized historical significance.**
- Downstream impacts to the property values, traffic, parking availability, resident experience, communal integrity, and neighborhood character.

These concerns directly relate to the City's own **Conditional Use Permit Standards** regarding public safety, neighborhood compatibility, and undue burden on public infrastructure.

We respectfully request that the City Commission deny the conditional use permit for this proposed development.

Please consider attending the City Commission Regular Meeting on March 2nd, 2026 at 5PM and voicing your opposition in person.

#	Printed Name	Address	Signature	Date	Attend (Y/N)
1	Lila Sorenson	26 Burnham	Lila Sorenson	2-8-26	N
2	Steve Chyer	8 Burnham	Steve Chyer	2-8-26	N
3	Bonnie Fosco	170 Pleasant	Bonnie Fosco		
4	Derech Schauer	44 Burnham	Derech Schauer	2-8	
5	Ryan Bussiere	45 Burnham	Ryan Bussiere	2/8/26	
6	Cornine Chapinski	14 Pleasant	Cornine Chapinski	2/8/26	
7	Karen Thilmoney	24 Burnham	Karen Thilmoney	2-8-26	N
8	Andrea Hansen	25 Burnham	Andrea Hansen	2-10-26	N
9	Ken Bourgo	99 Williams	Ken Bourgo	2-15-26	N
10	Linda Bourgo	99 Williams	Linda Bourgo	2-15-26	
11	Deanne Tusha	2 John	Deanne Tusha	2-15-26	
12	Roger Spears	47 Burnham	Roger Spears	2-15-26	N
13	Deb Brown	31 Burnham	Deb Brown	2-15-26	Y
14					
15					
16					
17					
18					
19					
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21					
22					
23					

The following email was received by the Planning and Zoning Office on February 8, 2026:

Today a woman on Burham came to my house wanting me to sign a petition about a subdivision at the top of Burnham. I told her a lot of building will be happening in the area, I think the master plan is for a lot of new houses over the next few years. Then she told me the water drainage is planned for Valley Ave (we had a lot of water flooding our property when the downfall happened. It flooded my garage also. She also stated that the runoff is planned to dump into the culvert in my Driveway). That a culvert would be installed thru my property to connect to the drainage culvert in my driveway. That location where the culvert addition would be dug up has my sewer, gas lines and water and I think the electrical to the house is also in that location. She said it is 12 houses. I never gave anyone permission to install that culvert drainage pipe; it was not there when I bought this house 22 years ago.

This concerned me a lot, so I signed her paper. After she left, I looked it up on Planning and Zoning agenda. I think it is actually after reading about it is further down, Dakota St, but not sure. I see that they are just getting started on the project. So, my question to you is where will the drainage go. I have no problem with development; I don't want someone digging up my yard. Can you let me know what is happening. I just got a loan to finish my house. I have no problem with expansion of new houses I just don't want my yard dug up, have to have all my utility moved and the mess it will create.

Bonnie Fosso

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

City of Deadwood
Board of Adjustment
Deadwood, South Dakota 57732

NOTICE IS HEREBY GIVEN, that the following person(s) has applied to the City of Deadwood Planning and Zoning Office for a Conditional Use Permit for the development of a Multiple Family Dwelling Unit as allowed under Section 17.24.030 Conditional Uses.

APPLICANTS: Haca LLC

LEGAL DESCRIPTION: Lots 1, 2, 3, 4, 5, 6, and 7, Block 1 of Highland Park Addition, to the City of Deadwood, Lawrence County, South Dakota, according to the Plat recorded in Book 1 Page 135.

ADDRESS: Burnham Avenue

ZONE: R1 - Residential

NOTICE IS FURTHER GIVEN that said application will be heard by the Board of Adjustment within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held Monday, March 2, 2026, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter at which time and place any such person interested may appear and show cause if there be any, why such special exception should not be granted.

NOTICE IS FURTHER GIVEN, that the proposed request for a Multi-Family Dwelling Unit is on file and available for public examination at the Deadwood Zoning Office located at 108 Sherman Street, Deadwood, South Dakota.

ANY interested person or his/her agent is invited to submit oral or written comments or suggestions regarding the request to the Commissions or their agent prior to or at the public hearing.

Dated this 5th day of February 2026.

City of Deadwood, Lawrence County, South Dakota



Kevin Kuchenbecker
Planning, Zoning and Historic Preservation Officer

PUBLISH: Black Hills Pioneer: **Date**

Published once at the total approximate cost of \$ _____

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



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

Public Notification

Date: January 16, 2026
To: Deadwood Property Owner / Resident
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
RE: Request for Conditional Use Permit for Multiple Family Dwelling Unit

NOTICE IS HEREBY GIVEN, that the following person(s) has applied to the City of Deadwood Planning and Zoning Office for a Conditional Use Permit for the development of a Multiple Family Dwelling Unit as allowed under Section 17.24.030 Conditional Uses.

APPLICANT(S): Haca LLC

LEGAL DESCRIPTION: Lots 1, 2, 3, 4, 5, 6, and 7, Block 1 of Highland Park Addition, to the City of Deadwood, Lawrence County, South Dakota, according to the Plat recorded in Book 1 Page 135.

ADDRESS: Burnham Avenue

NOTICE IS FURTHER GIVEN that said application will be heard by the Planning and Zoning Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held Wednesday, February 4, 2026, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, at 4:00 p.m. or soon thereafter as the matter at which time and place any such person interested may appear and show cause if there be any, why such special exception should not be granted. A public hearing will also be held by the Deadwood City Commission at 5:00 p.m. on Monday, March 2, 2026, at the same location.

NOTICE IS FURTHER GIVEN, that the proposed request for a Multiple Family Dwelling Unit is on file and available for public examination at the Deadwood Planning and Zoning Office located at 108 Sherman Street, Deadwood, South Dakota.

ANY interested person or his/her agent is invited to submit oral or written comments or suggestions regarding the request to the Commissions or their agent prior to or at the public hearing.

The purpose of this mailed notice is to reasonably inform the surrounding property owners of the applications for a Conditional Use Permit and to inform you of the type of use being requested.

If you have any questions, please feel free to contact our office at 605-578-2082.

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: March 2, 2026

TO: Board of Adjustment

FROM: Kevin Kuchenbecker, Historic Preservation Officer & Planning and Zoning Administrator

RE: Flags and Bunting

STAFF FINDINGS:

2026 marks Deadwood's sesquicentennial as well as the 250th Anniversary of the United States. To recognize this milestone and celebrate, the Deadwood Historic Preservation Office and Main Street Initiative's Design Committee are encouraging businesses and residences to display flags and bunting from May 15 – October 15, 2026.

Staff recommend waiving Ordinance 15.32.130(K) during this timeframe to allow businesses and residences displaying such decorations to remain in compliance with city ordinances.

RECOMMENDED ACTION:

Approval of the waiving of Ordinance 15.32.130(K) from May 15 – October 15, 2026.



Date/Time: 2/19/2026 9:51:31 AM

Buyer: City of Deadwood
 Home Phone: (605) 578-2623
 Address: 100 Sherman St
 Deadwood, SD 57732

Salesperson: Jarret Inghram

2025 Ford Police Interceptor U 25F6772



VIN: 1FM5K8AB1SGB38772
 Odometer: 26
 Color: Black
 Body Type: Sport Utility

MSRP/Retail	\$52,410.00
Selling Price	\$46,135.00
Rebate	0.00
Purchase Price	\$46,135.00
Total Savings	\$6,275.00
Proc/Doc Fee	0.00
Accessories	0.00
Service Contract	0.00
Trade Allowance	0.00
Trade Difference	\$46,135.00
Trade Payoff	0.00
Cash Down	0.00
Amount Financed	\$46,135.00

This is an offer to purchase this vehicle today. NOT A FINANCE CONTRACT. You certify that the above information is correct and accurate, and authorize the release of credit and employment history for the purpose of vehicle sale. Ask the Finance Officer how to protect your investment!

X _____
 Customer Signature Date

X _____
 Manager Signature Date 2-19-2026



2103 Brickhouse Road, Dunkirk, MD 20754 USA
 1.800.368.2573 (USA + Canada) TEL 301.855.8300 FAX 410.257.7579
 VICTORSTANLEY.COM

SALES QUOTE

Sales Quote No: SQ142846
Revision Number: 0
Sales Quote Date: 02/20/26

Sell To:

City of Deadwood
 Cammie Schmidt
 108 Sherman Street
 Deadwood, SD 57732

Customer No: C013197
Phone No: 605-578-2082
Contact Name:
Contact Phone No:
Terms: Net 30
Associate: Rebecca Day

Project Name: CITY OF DEADWOOD
Project Location State: SD

Ship To:

City of Deadwood
 67 Dunlap Avenue
 Deadwood, SD 57732

Ship Via: Contract Carrier
Ship Freight: Prepaid
Shipping Method: FOB Factory

This Quote is valid for 30 **days.**

Estimated Lead Time: Allow 5 to 7 (weeks)
 for Production of your order.

All credit determinations are made by our Credit Department.

Comments:

- * Orders are released into production upon receipt of signed sales/purchase order, credit determination and (where applicable) deposit, payment bond, etc.
- * All products must be permanently affixed to the ground. Consult your local codes for regulations. Anchor bolts NOT provided.
- * Common Carrier unloading is the responsibility of the receiver.
- * While the vast majority of our components satisfy Buy America requirements, we must know if there are Buy America requirements before the order is placed.
- * In order to validate our generous warranty, we require the exact name of the project and the exact location at which these products will be installed.
- * It is the buyer's sole responsibility to inspect shipments at the time of delivery; any damage, loss, or shortage must be noted on the signed Proof of Delivery and reported to Victor Stanley within seven (7) days.
- * IF A LIFTGATE TRUCK IS REQUIRED FOR DELIVERY THERE WILL BE AN ADDITIONAL CHARGE ADDED TO THE FREIGHT COST BY THE CARRIER. PLEASE ADVISE AT THE TIME OF ORDER. LIFTGATE REQUIRED YES OR NO
- * This quote is valid for shipment within normal production time. No deferred shipping dates are accepted without prior written approval.
- * Benches, other seating and tables ship partially unassembled unless otherwise stated by Victor Stanley, LLC
- * Victor Stanley uses common carriers. Any additional service or re-consignment charges added during shipment will be the sole responsibility of the Buyer.
- * These comments are intended to be part of the terms and conditions of this sales quote.

QTY	Model No.	Description	Unit Cost	Total Price
12	RS-12	Concourse Collection 36-Gallon Litter Receptacle RS-12 Components Black Plastic Liner Black Tapered Formed Lid Lid - Black	1,472.00	17,664.00

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following:
USA Patents D458,431 S; D441,932 S; D452,780 S; D450,166 S; D445,982 S; D483,538 S; D487,177 S; D487,537 S; D487,538 S; D454,238 S; D476,456 S; D476,454 S; D417,053; 6,339,944 B1; D385,231 S; 5,660,907; 5,791,047; D386,012; D376,937; D383,615; D376,271; D384,512; D523,263 S; D632,620 S; D526,805 S; D585,793 S; D582,169 S; D578,792 S; D579,694 S; D585,220 S; D573,766 S; D573,769 S; D553,821 S; D535,209 S; D586,144 S; D579,684 S; D578,783 S; D581,173 S; D581,188 S; D563,889 S; D578,227 S; D579,685 S; D542,993 S; D561,967 S; D595,915 S; D595,916 S; D599,570 S; D601,770 S; D602,221 S; D606,271 S; D595,973 S; D601,823 S; D607,229 S; D609,933 S; D586,062 S; D621,295 S; Canada 98101; 96040; 96159; 98103; 96108; 110953; 110954; 117181; 126714; 126322; 126323; 130714; 130717; 126317; 126318; 126319; 126320; 126321; 130652; 130653; 130715; 130716; Canada Patent 2,164,549; Mexico Reg. Des. 001871; 28182.
EC Reg. Des. C00475579-0001; 000503297-0001; 000762638-0001; 000861404.
Other Patent(s): Pending.



2103 Brickhouse Road, Dunkirk, MD 20754 USA
 1.800.368.2573 (USA + Canada) TEL 301.855.8300 FAX 410.257.7579
 VICTORSTANLEY.COM

SALES QUOTE

Sales Quote No: SQ142846
Revision Number: 0
Sales Quote Date: 02/20/26

Sell To:

City of Deadwood
 Cammie Schmidt
 108 Sherman Street
 Deadwood, SD 57732

Customer No: C013197
Phone No: 605-578-2082
Contact Name:
Contact Phone No:
Terms: Net 30
Associate: Rebecca Day

Project Name: CITY OF DEADWOOD

Project Location State: SD

Ship To:

City of Deadwood
 67 Dunlap Avenue
 Deadwood, SD 57732

Ship Via: Contract Carrier
Ship Freight: Prepaid
Shipping Method: FOB Factory

This Quote is valid for 30 **days.**

Estimated Lead Time: Allow 5 to 7 (weeks)
 for Production of your order.

All credit determinations are made by our Credit Department.

QTY	Model No.	Description	Unit Cost	Total Price
1		*LABEL-Silver Logo Only Freight	2,801.00	2,801.00

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USA Patents D458,431 S; D441,932 S; D452,780 S; D450,166 S; D445,982 S; D483,538 S; D487,177 S; D487,537 S; D487,538 S; D454,238 S; D476,455 S; D476,454 S; D417,053; 6,339,944 B1; D365,231; 5,660,907; 5,791,047; D386,012; D376,937; D363,615; D376,271; D384,512; D523,263 S; D532,620 S; D526,805 S; D595,793 S; D582,169 S; D576,792 S; D579,694 S; D585,220 S; D573,766 S; D573,769 S; D553,821 S; D535,269 S; D586,144 S; D579,684 S; D578,783 S; D581,173 S; D581,188 S; D563,689 S; D579,227 S; D579,685 S; D542,093 S; D561,967 S; D595,915 S; D595,916 S; D569,570 S; D601,770 S; D602,221 S; D606,271 S; D595,973 S; D601,823 S; D607,229 S; D609,933 S; D586,062 S; D621,295 S.
Canada D98101; 96040; 96159; 96103; 96108; 110953; 110964; 117181; 126714; 126322; 126323; 130714; 130717; 126317; 126318; 126319; 126320; 126321; 130652; 130653; 130715; 130716. **Canada Patent** 2,184,348. **Mexico Reg. Des.** 001874; 28182.
EC Reg. Des. 000475579-0001; 000503297-0001; 000762638-0001; 000961404.
 Other Patent(s) Pending.

Sub-Total: 20,465.00
Tax: 0.00
Total: 20,465.00

All figures are in US Dollars

STANDARD TERMS OF PRODUCTION

TAXES

Please note, sales tax calculations are calculated upon invoicing due to tax rate changes and/or change orders. If you believe you should be tax-exempt, please provide a tax exemption certificate prior to submitting a purchase order.

REGULAR PAYMENT TERMS

All payment terms are determined by the credit department. No order will be processed or placed into production until credit has been determined and a deposit has been received (if required). Purchaser is responsible for the timely payment of Victor Stanley, LLC's invoices within Victor Stanley, LLC's payment terms. In the unlikely event that collection activity is necessary due to the non-payment of past due invoices, Purchaser agrees that all collection charges, legal fees and interest incurred in such collection activity will be the sole responsibility of the Purchaser.

CANCELLATION FEE

Victor Stanley, LLC manufactures all products to specific orders, and therefore reserves the right to charge a 30% cancellation fee if this order is canceled by the Buyer while goods are in production.

DELIVERY

All prices are FOB Factory unless otherwise stated by Victor Stanley, LLC in writing.

INTEREST

If Buyer fails to pay in accordance with the terms of this agreement, an interest charge of 1.5% per month may be added to the unpaid balance.

ATTORNEYS' FEES

In the event that the Buyer fails to timely pay for the goods in accordance with the terms of this agreement or is otherwise in breach of its obligations to Victor Stanley, LLC, Buyer agrees to pay to Victor Stanley, LLC the cost of collection, including its reasonable attorney's fees and suit costs.

DELAYS

Our lead time is an estimate only and Victor Stanley, LLC is not responsible for any delays in our previously quoted or estimated shipping time. Victor Stanley, LLC will not be liable for any damages, whether direct, indirect or consequential, associated with any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay. This also applies to any such delay, directly or indirectly, caused by, or in any manner arises from, production delays, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified).

NONCONFORMITY

All products made by Victor Stanley, LLC are inspected before shipment, and should any of such materials prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Victor Stanley, LLC, Buyer shall not return the goods, but notify Victor Stanley, LLC immediately, stating full particulars in support of claim, and Victor Stanley, LLC will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly, but under no circumstances shall Victor Stanley, LLC be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any reason.

LIMITED WARRANTY

We warrant to the original purchaser the goods manufactured by us to be free from defects in material and workmanship for one year under normal use and service. Our obligation under this warranty shall be limited to the repair or exchange of any part or parts which may thus prove defective under normal use and service within one year from date of delivery, and which our examination shall disclose to our satisfaction to be defective. This warranty expressly excludes acts of misuse, vandalism or freight damage. Ductile Iron castings include a 10-year limited warranty against breakage. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART.**

CONDITIONS

All orders or contracts are accepted with the understanding that they are subject to Victor Stanley, LLC's ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to Victor Stanley, LLC's current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.

CONTROLLING PROVISIONS

These terms and conditions shall supersede all provisions, terms and conditions contained on any confirmation order, or other prior or future writing by or to Buyer, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions in this Sales Order. Victor Stanley, LLC makes no representations or warranties concerning this order except such as are expressly contained herein, and this Sales Order or its terms may not be changed or modified without the signed written agreement of an authorized representative of Victor Stanley, LLC.

CONTROLLING LAW AND VENUE

This Agreement shall be governed by and construed according to the laws of Maryland, without giving effect to its choice of law principles. The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Sales Order or any ancillary agreement or any other related obligation, including any action on any bond, shall be litigated solely and exclusively in the state or federal courts located in Maryland, and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

SHIPPING CLAIMS

It is the sole responsibility of the Buyer to inspect all shipments at the time of receipt, both by comparing the number of packages received to the number outlined on the Bill of Lading, and by inspecting the packaging for damage. Damage, loss, or shortage must be noted on the signed Proof of Delivery prior to the departure of the delivery driver, and must be reported to Victor Stanley, LLC within seven (7) days. Replacement cannot be guaranteed for damage, loss, or shortage not clearly noted on delivery paperwork and promptly reported to Victor Stanley, LLC. This includes damage to materials that will be stored for later use.

TERMS AND CONDITIONS

The customer (hereinafter “you” or “customer”) acknowledges and agrees to the following terms and conditions when purchasing parts from or engaging Inland Truck Parts Company (hereinafter “we” or “us”) to perform services of any kind. These terms and conditions apply to any purchase order, invoice, statement of work or other document provided by us to any customer. Receipt of the following terms and conditions shall be an effective acceptance of the terms herein.

LIMITED WARRANTY

We warrant to the original purchaser of the products rebuilt, reconditioned or remanufactured by us that, for a period of 60 days from the date of the sales invoice covering such products, such products will be free from defects in materials and workmanship under normal service and use. This warranty shall not apply to any products which have been subject to misuse, abuse, negligence, accident or unauthorized repairs or alterations, including by way of illustration only and not by way of limitation, improper installation, lack of lubrication or use of improper lubricants. No product will be eligible for this warranty unless it is returned to our shop with transportation charges prepaid for our inspection within 90 days from the date of the sales invoice for such product. Our obligation under this warranty and customer’s exclusive remedy shall be limited, as we may elect, either to the repair or replacement of any products our examination shall disclose to our satisfaction to be defective, free of charge at our shop, or to payment of an amount equal to the original purchase price of such products per our invoice. **THIS IS A LIMITED WARRANTY.**

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO THE CUSTOMER OR TO ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER BASED UPON OR CAUSED BY BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER CAUSE OR LEGAL THEORY EVEN IF WE ARE UNABLE TO REPAIR OR REPLACE THE DEFECTIVE PRODUCTS. Some states do not allow the exclusion or limitations on warranties or remedies. In such states, all or part of the exclusions or limitations contained in this invoice may not apply.

All new products and factory rebuilt, reconditioned or remanufactured products are warranted by their respective manufacturers, not by us. All used or second-hand products are sold “AS IS” and without any express or implied warranties. We shall not be liable for any labor charges incurred by customer in connection with the removal, replacement, adjustment or repair of any defective products. The customer also acknowledges that we shall not be responsible for the loss or damage to any vehicle or equipment which the customer leaves at our shop, or to any accessories or contents thereof, resulting from theft, fire, collision or any other cause. We shall conduct all labor services and provide all parts in a good and workmanlike manner but shall have no liability related to our services or parts to the customer or any other parties for losses sustained or liabilities incurred, except such as may result from gross negligence or willful misconduct.

The customer shall reimburse us for all costs and expenses, including reasonable attorneys’ fees incurred by us in collecting amounts due and payable.

ENTIRETY OF AGREEMENT

The customer hereby acknowledges that the terms contained herein are a complete statement of the relationship between us and the customer in connection with the services and/or products provided to the customer. The terms contained herein amend, restate, supersede and terminate any and all prior agreements between us and the customer, whether written, implied or oral, including any terms and conditions or any other similar documents.

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



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

MEMORANDUM

Date: February 24, 2026
To: Deadwood City Commission
From: Justin Lux
Re: Wyss Associates Conceptual Design and Opinion of Cost

To plan for enhanced use of the event complex staff has engaged with affected stakeholders to consider the possibility of relocating the Days of '76 campground to the area known as the "slag pile." We would then construct a parking lot in compliance with City of Deadwood Ordinance requiring pavement, lighting, landscaping, etc. where the campground is currently. To explore the feasibility of this project, staff solicited proposals and received four from landscape architects with whom the City of Deadwood had previously worked. The proposals range from \$6,500.00 to \$45,000.00. Wyss Associates, Inc. provided the lowest cost proposal which includes conceptual design and layout as well as an opinion of probable cost.

Recommended Motion: Approve staff to engage Wyss Associates, Inc. at a cost not to exceed \$6,500.00 for conceptual design, layout, and opinion of probable cost for Days of '76 Parking Lot and New Campground.

Thank you for your consideration regarding this matter.

February 10, 2026

Kevin Kuchenbecker
Planning, Zoning and Historic Preservation Officer
City of Deadwood
Department of Planning and Preservation
108 Sherman Street
Deadwood, South Dakota 57732

RE: Conceptual Design - Days of '76
Parking Lot and New Campground

Kevin,

Thank you for contacting Wyss Associates with an opportunity to provide conceptual design services for the Days of '76 Museum Parking Lot Upgrades and a new RV Campground for the City of Deadwood. We are very excited about this project, and we hope you find our proposal deserving of consideration.

We have a well-rounded experience of campground design and parking lot design. I have studied this area extensively over recent years understanding the lay of the land and the infrastructure. I understand that you intend for the parking lot to be upgraded to asphalt surface with curb and gutter. The parking lot needs to be configured to allow for the truck and horse trailer parking, as well as standard parking. The parking lot will be landscaped where appropriate and lighting will be included for security and safety while protecting the night sky. The RV campground will be located on the lower ledge and a possible second level on the elevated ledge of the slag pile property. RV sites will have water, sewer, and electrical hookups with concrete pads and an asphalt roadway. The check-in building will be moved from the museum property and be located on the new campground site.

I have already put some rough concepts together to gain further understanding of the campground site and the challenges of fitting a campground on the terrain.

Our Scope of Services:

Conceptual Design

Investigative Services

Our office has topography and property linework for the property and base aerials and we will utilize these for the development of the concept. If the City of Deadwood has more current base information we will use that data to generate the concepts.

We will provide conceptual layout of the parking lot improvements at the Days of '76 Museum and the new RV Campground on the slag pile property. Conceptual layout plan will include utility layout to connect to existing infrastructure.

We will provide an opinion of cost for the improvements to aid in funding the project through construction.

This proposal does not include any civil, survey or geotechnical services. If these services are needed for the conceptual design, these can be provided at an additional mutually agreed cost.

We anticipate the conceptual design task to be accomplished in approximately 30-45 days from the notice to proceed.

Conceptual Design meetings:

Design kick-off meeting – initial meeting with you and staff to understand your needs and expectations for the project.

Coordination and review meetings – we anticipate this to be completed in one or two meetings depending on comments. Email and phone communications will be used to communicate comments and interim review.

Proposed Fee:

Wyss Associates, Inc. will complete the Scope of Services listed herein for a lump sum fee of **Six Thousand Five Hundred Dollars**. This proposal does not include any sales tax as this is a tax-exempt municipal project.

Total Fee: \$6,500.00

Kevin, please review this proposal & let me know if you have any questions. If these arrangements are acceptable, please sign and return one copy to our office electronically or provide other means of approval and notice to proceed. Thank you for the opportunity to provide this proposal.

Sincerely,



Christopher M Wehrle,
Landscape Architect
Wyss Associates, Inc.

Authorization to Proceed:

Authorized Signature: _____

Name and Title

Date



Chris has been an integral part of the team at Wyss Associates, Inc. since joining the company in 1997, his responsibilities include: project management, construction administration, cost analysis, contracts, construction details, design, bidding, and conceptual plans. Chris is a South Dakota native and Registered Landscape in South Dakota. As president of the firm, Chris is responsible for the day-to-day operations of the company and has been key in the design of many of our award winning projects since 1997

Rapid City Beautification Committee	2011-2013
Rapid City Historic Preservation Board	2015 - 2020
Council of Landscape Architects Registration Board (Exam Writing Committee)	2017-2021

Relevant Projects

Rapid City Downtown Landscape Master Plan

Rapid City, SD
Wyss Associates recently completed the 2025 master plan for the Rapid City Downtown. Working closely with the community, Chris managed the project through completion. The project required open houses, meetings with businesses, & civic leaders. The plan included budgets and layouts for design implementation.



Dignity of Earth & Sky

Chamberlain, SD
Wyss Associates coordinated the multi phase plaza development of this popular state landmark. Project required permitting and approval with the SDDOT and the City of Chamberlain. Plaza design included colored concrete, varieties of seating and landscape design.



Elkhorn Ridge Development

Spearfish, SD
Wyss Associates, Inc. has coordinated the full design efforts for the RV Resort, Elkhorn Ridge Golf Club, Elkhorn Ridge Travel Center, and the Peaceful Pines Senior Living Community. Chris Wehrle provided the full site design and coordination of the design team to complete these projects to completion.



Dakota Fields, Rapid City, SD

Wyss Associates has been working with the Black Hills Rapids Soccer Club since 2004. The 12 full size soccer field complex is located 1.25 miles north of I-90 at Exit 61. Careful planning was necessary to minimize impact to the existing floodway. All projects are coordinated with the City of Rapid City Public Works and Parks and Recreation Department.



Professional Registrations:

Montana	# 10767
South Dakota	# 16437
Virginia	# 406002100
CLARB	# 39310
Wyoming	#LA-0303C

Education:

AAS, Design
Western Dakota Technical Institute

Professional Experience:

1997-Current
Wyss Associates, Inc., Rapid City, SD
President and Landscape Architect of Wyss Associates. Chris provides full project management, design, contract negotiation, and construction observation for the firm's projects under contract.

1991-1997
Galyardt Associates Rapid City, SD
Civil Engineering Technician / Survey Crew Chief/ Designer
Chris was responsible for the firm's survey and construction staking department. He also prepared contract documents on numerous municipal and military projects.



Wyss Associates, Inc. served as prime consultant and lead designer on this state of the art recreational Camping Resort. The facility was first conceived of during a master planning process we conducted for the 4,500 ranch complex. The facility is strategically located adjacent to US Interstate 90, a short distance from Sturgis, SD (home of the Sturgis Motorcycle Rally attracting approximately; 500,000 motorcyclists over a two week period), as well as Deadwood, SD, Devil's Tower National Monument, WY & Mt. Rushmore National Memorial in SD.

Elkhorn Ridge Camping Resort has won numerous camping industry awards for the facility layout, amenities and service.

Known as the finest RV Resort in the Black Hills, the Elkhorn Ridge

Resort has all the comforts of the RV lifestyle.

Located in beautiful Spearfish, this full-service RV Resort offers 185 full-hookup RV sites with 110 pull-throughs and 75 back-ins along with 24 large cabins and 12 smaller cabins. Each RV site has full service with 20/30/50-amp service available, city water and sewer and every campsite is paved and leveled. Amenities include high-end shower houses, full laundry facilities, heated pool and hot tubs, tennis courts, basketball courts, and a playground for all ages. The main lodge has a gift shop and café.

The resort complex has great access to Highway 85 and Interstate 90 and minutes away from Deadwood, Spearfish and Sturgis. The grounds includes extensive landscaping & privacy berms to provide privacy from the highway and interstate. ■



FORT BELVOIR TRAVEL PARK

Fort Belvoir, Virginia



Wyss Associates, Inc. served as the project designer and community facilitator for this family camping center for the Ft Belvoir military community. The site is located on the environmentally sensitive banks of Thompson Basin, a tributary of the Potomac River. Our services included community participation leadership, site design, and coordination with environmental review agencies.

The resort features 52 full service RV camping spaces with options for pull through and back in RV camping along with rustic cabin rentals. Each RV site has a picnic table, fire ring for grilling and campfires and a stunning view of the Potomac River. Additional amenities include family style restroom and shower house and self serve laundromat. ■



RUSHMORE SHADOWS CAMPGROUND *Black Hills, South Dakota*



Wyss Associates master planned a major expansion to the popular Rushmore Shadows resort. The resort owners desired a plan that would map out their expansion efforts over a period of time to accommodate today's modern RV's and provide aesthetic improvements to the existing campground areas. Our plan included large pull through RV pads, buddy pads, back in sites, new cabin sites, a dog park, expansion to the existing swimming pool, tent camping expansion, hiking trails, a new shower house and

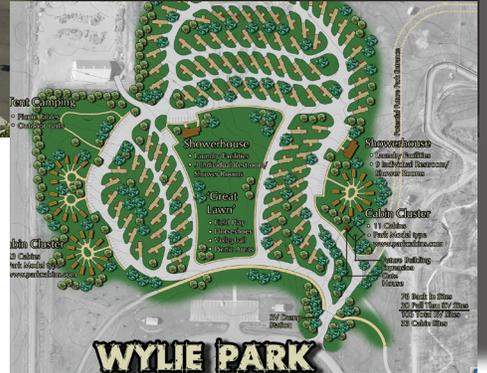
laundry facility, and a new campground administrative office complex.

When fully built out with the proposed master plan, the resort will be able to serve 203 RV's and 45 cabin rentals at any given time. All RV and cabin sites have either 50 amp or 30 amp service with water and sewer hookups along with wireless internet service throughout the resort. This popular resort is located on the way to Mount Rushmore on the scenic Highway 16.



WYLIE PARK CAMPGROUND

Aberdeen, South Dakota



Wyss Associates, Inc. worked with the City of Aberdeen to create a Master Plan for the expansion of the Wylie Park Campground. When complete the campground will add 106 RV sites, 33 cabins and two new tenting areas. The expansion will also provide two new shower/rest-room facilities along with a great lawn area.

After completing the master plan, Wyss Associates completing the design of phase one of the campground and was on site providing full construction administration services through the completion of the project.

The expansion is planned to be completed in three phases. ■



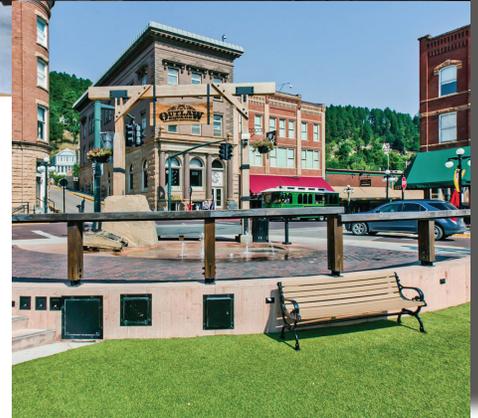
OUTLAW SQUARE

Deadwood, South Dakota



The Construction of Outlaw Square began in the fall of 2018. The city square is located on the corner of Deadwood Street and Main Street at the former site of Deadwood's City Hall and the Deadwood Theater. The City of Deadwood needed the square to bolster its entertainment venues and give families more activity options while visiting historic Deadwood. The Square features a large stage built with heavy timbers to handle major acts. Fronting Main Street is a historic-replica gazebo that is an architectural recreation of the original meeting place for townspeople. A water feature utilizes

an 1890's spigot and the Main Street entrance is framed by gallows poles. A 4,000sf engineered synthetic Ice, Glice®, skating rink can be used during any season. When the skating rink is not in use, visitors can gather on a synthetic turf lawn to relax and enjoy entertainment. 12,205 Reclaimed pavers from Deadwood Street were used as hardscape and a Historic Opera House stacked stone foundation wall was preserved for display. Wyss Associates completed the site design, including grading, hardscape, landscape and irrigation.



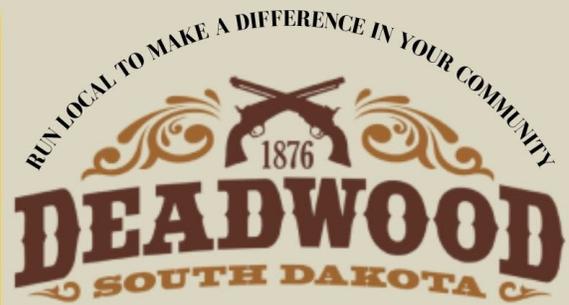
DEADWOOD CITY COMMISSION

The City of Deadwood is currently accepting petitions for the upcoming municipal election!

- Two City Commissioner seats are open
- Each seat is a three-year term
- Deadwood residents will be able to pull and submit petitions through March 24th.

Your voice is important! Make it heard. City commissioners assist in decision making for the daily operations of Deadwood, support their assigned departments alongside their department heads, and represent Deadwood as a community!

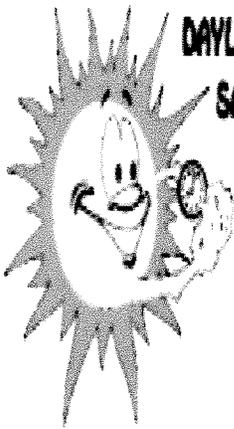
Meetings are the first and third Monday of each month at 5:00pm.



CONTACT THE FINANCE OFFICE FOR MORE INFORMATION



You are invited to the
Deadwood Volunteer Fire Department's
FREE ANNUAL PANCAKE FEED

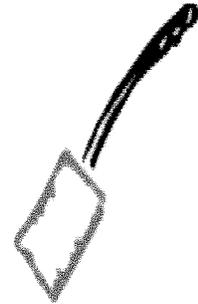


DAYLIGHT
SAVINGS
TIME

Sunday, March 8, 2026

9:00 a.m. to 1:00 p.m.

Deadwood Fire Hall, 737 Main Street



**Come out and enjoy scrambled eggs, yummy sausages
and the best Firehouse pancakes around!!**

Free Smoke Detectors and/or Batteries for Those who Need Them.

Fire Truck Rides for all ages.

Drawings (Need not be present to win)

CHANGE YOUR CLOCK – CHANGE YOUR SMOKE DETECTOR/BATTERY!

"HISTORIC PRESERVATION THROUGH FIRE PREVENTION AND FIRE SUPPRESSION"

In cooperation with *Water's Hardware & M.S. Mail.*