# **City Commission Regular Meeting Agenda**



Monday, December 01, 2025 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

## 1. Call to Order and Pledge of Allegiance

#### 2. Roll Call

## 3. **Approve Minutes**

<u>a.</u> Approval of November 17, 2025 City Commission Minutes.

## 4. Approve Bills

a. Approval of Bill List for December 1, 2025.

## 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 hire Brandy Lechner as part-time Fire Administrative Assistant at \$16.00 per hour effective December 3, 2025, pending pre-employment screening.
- b. Permission to increase wage of Water Operator Olivia Weiler to \$23.00 per hour effective November 23, 2025 due to CDL and Water certifications.
- c. Permission to advertise in house for 5 days and with outside sources for Water and Wastewater Maintenance Operator at \$19.00 to \$23.00 per hour depending on experience, qualifications and education.
- d. Permission to accept resignation of Alison Ball from the Library Board effective December 31, 2025.
- e. Permission to re-appoint Sue DeGooyer to Library Board with term January 1, 2026 thru December 31, 2028.
- f. Permission to re-appoint Bev Posey to Library Board with term January 1, 2026 thru December 31, 2027.
- g. Permission for Mayor to sign 2026 Combined Voting Agreement.

- h. Permission to renew agreement for one year with South Dakota Commission on Gaming for office space at History and Info Center at an annual cost of \$4,800.00.
- i. Permission for Mayor to sign five-year copier lease (finance dept) with Century Business Products in the amount of \$120.33 per month. (To be paid by Public Buildings professional services line item.)
- j. Permission for the Mayor to sign temporary construction easement with Jensmook, LLC for fence beautification project.
- k. Permission for the Mayor to sign temporary construction easement with Twin City Fruit, LLC for fence beautification project.
- <u>l.</u> Permission for the Mayor to sign temporary construction easement with DBUH, LLC for fence beautification project.
- m. Permission to purchase four desktop computers from Golden West Technology in the amount not to exceed \$6,500.00 to replace computers within rotation. (To be paid by IT Equipment line item.)
- n. Permission to purchase 8 foot dump box and cab guard from Paris Supply in an amount not to exceed \$5,289.85. (To be paid by Parks repair line item.)
- O. Permission to purchase lockers for the men's and women's locker rooms at the Rec Center from Lockers.com. Total purchase price is \$21,490.00. Permission to purchase up to \$15,000 was previously approved by the Commission on August 18, 2025, from the Public Buildings budget. (To be paid by the Public Buildings Improvements Budget)
- p. Permission to increase amount of duty weapon purchase from Kiesler Supply by \$2,110.00 bringing total to \$11,160.00 due to equipment availability. (To be paid by Police Equipment line item.)
- q. Permission to increase Historic Preservation costs from \$2,700.00 to \$2,829.17 to cover half of the printing costs of the 2026 Calendar. (To be paid by HP Public Education line item.)
- r. Permission to pay Stretch's Glass in the amount not to exceed \$4,340.00 for removal of the glass from bell tower in Adams Museum for the chimes project. (To be paid from HP Capital Assets)
- S. Allow use of public property for Winters Fat Classic on Saturday, February 14, 2026.

## 7. **Bid Items**

## 8. **Public Hearings**

- a. Set public hearing on December 15 for New Year's Eve Ball Drop Event: Main Street closure from Pine Street to Lee Street from 11:50 p.m. on December 31, 2025 to 12:10 a.m. on January 1, 2026 for the New Year's Eve Ball Drop at the Franklin Hotel.
- b. Set public hearing on December 15 for K-9 Keg Pull event: open container in zones 1 and 2 on Saturday, January 24 from noon to 10:00 p.m.; Main Street closure from

- Deadwood Street to Pine Street from 9:00 a.m. to 6:00 p.m. and waiver of banner fees on Saturday, January 25, 2026.
- c. Set public hearing on December 15 for Mardi Gras Events: open container in zones 1 and 2 on Friday, February 13 from 5:00 p.m. to 10:00 p.m. and Saturday, February 14 from noon to 10:00 p.m.; street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street, Pine Street from Main Street to Sherman Street and Sherman Street from 68 Sherman Street (US Post Office) to Pioneer Way from 6:45 p.m. to 8:00 p.m. or until parade ends and waiver of banner fees for sponsors on Saturday, February 14, 2026.
- d. Set public hearing on December 15 for Back When They Bucked Event: open container from 10:00 a.m. to 7:00 p.m. on Sunday, May 24; and waiver of user fees in lieu of surcharge on Friday, May 22 through Tuesday, May 26, 2026 at Event Complex.
- e. Set public hearing on December 15 for All In Motosports Showdown: open container from 4:00 p.m. to 10:00 p.m. on Saturday, June 27; and waiver of user fees in lieu of surcharge on Tuesday, June 23 through Sunday, June 28, 2026 at the Event Complex.
- f. Set public hearing on December 15 for 3 Wheeler Rally Event: parking on Main Street from Wall Street to Deadwood Street, northwest side only from 9:00 a.m. to 11:00 a.m. on Monday, July 13; street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street on Wednesday, July 15 from 8:30 p.m. until parade ends; open container Saturday, July 11 through Wednesday, July 15 from 11:00 a.m. to 10:00 p.m. each day at Event Complex and use of Event Complex Friday, July 10 through Thursday, July 16, 2026.
- g. Set public hearing on December 15 for Mustang Rally Event: street closure on Main Street from Wall to Deadwood Street from 1:00 p.m. to 4:00 p.m., use of Sherman St. Lot from 6:00 a.m. to 4:00 p.m. and Main Street Parking from Wild Bill Bar to Nugget Saloon from 1:00 p.m. to 4:00 p.m. on Thursday, September 3, 2026.

#### 9. Old Business

#### 10. **New Business**

- <u>a.</u> Second Reading of Ordinance #1437: Adopting Section 10.12.048 Unattached Trailers.
- <u>b.</u> First Reading of Ordinance #1439 Amending Chapter 15.01.060 Buildings and Construction Fee Schedule.
- <u>c.</u> First Reading of Ordinance #1440 Amending Chapter 3.20 Occupancy Tax, Bid 9.
- d. First Reading of Ordinance #1441 Budget Supplement # 7 for 2025.
- e. Resolution 2025-27 Establish Schedule of Rates for 2026.
- f. Resolution 2025-28 Acceptance of Irrevocable Offer of Dedication of Improvements for a portion of Phase III (Infrastructure on Mystery Wagon Road, Palisades Stone and Booster Station) at Stage Run Development.

- g. Resolution 2025-29 for the Acceptance of Irrevocable Offer of Dedication of Land and/or Improvements for a portion of Phase III [Mystery Wagon Road, Palisades Stone and Booster Station Lot] of Stage Run Development.
- h. Permission to accept Change Order # 1 from Underground Construction in the amount of \$136,045.57 which takes contract price from \$1,684,933.00 to \$1,820,978.57 for the Hwy 85 water expansion project. Change Order # 1 also moves completion date from November 28, 2025 to now be July 1, 2026.
- i. Formal adoption of the 2026-2030 Capital Improvement Plan for the City of Deadwood.

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

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

#### 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.

The Regular Session of the Deadwood City Commission convened on Monday, November 17, 2025 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Dakota. Mayor Charlie Struble-Mook called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Charles Eagleson, Michael Johnson, Blake Joseph and Sharon Martinisko. All motions passed unanimously unless otherwise stated.

# APPROVAL OF MINUTES

Joseph moved, Martinisko seconded to approve the minutes of November 3, 2025. Roll Call: Aye-All. Motion carried.

## APROVAL OF DISBURSEMENTS

Martinisko moved, Johnson seconded to approve the November 17, 2025 disbursements. Roll Call: Aye-All. Motion carried.

A C D DISTINGS COLUMNONS	CONTRACT	82.48
A & B BUSINESS SOLUTIONS A & B WELDING	LEASE RENEWAL	70.28
ADAMS SALVAGE RECYCLING	SERVICE	236.10
AMAZON CAPITAL	SUPPLIES	1,912.13
ANDERSON, RICK	PROJECT	600.00
ANDERSON, ROBIN	DEPOSIT REFUND	1,100.00
ATCO INTERNATIONAL	SUPPLIES	139.00
AVID4 ENGINEERING	SERVICE	1,080.00
BADGER METER	SERVICE	178.50
BEST WESTERN RAMKOTA	LODGING	550.00
BICKLE'S TRUCK & DIESEL	SERVICE	384.80
BH CHEMICAL	SUPPLIES	595.50
BH ENERGY	SERVICE	28,334.11
BH PIONEER	SERVICE	87.50
BH SPECIAL SERVICES	CLEANING	2,200.00
BLACKSTRAP	SUPPLIES	5,565.60
BROWN, PATRICIA	SERVICE	1,040.00
BUTLER MACHINERY	SERVICE	833.43
CIVICPLUS	SERVICE	7,717.50
CULLIGAN	SUPPLIES	164.25
DAKOTA PUMP	SUPPLIES	843.56
DAKOTALAND DARK CANYON COFFEE	GRANT	5,121.00 123.63
DEADWOOD CHAMBER & VISITOR	SUPPLIES BILL LIST	96,289.61
DEADWOOD CHAMBER - OUTLAW	BID #9	40,000.00
DEADWOOD ELECTRIC	SERVICE	1,464.63
DEADWOOD SOCIAL CLUB	SUPPLIES	35.50
DHIH	FACADE PROGRAM	203,391.92
DRINGMAN, PAT	REIMBURSEMENT	57.28
ECOLAB	SERVICE	182.25
EKLUND, GARRETT	JURY DUTY	108.40
EXTREME FOUNDATION REPAIR	PROJECT	10,000.00
FAIRFIELD INN & SUITES	LODGING	336.00
FIB CREDIT CARDS	SUPPLIES	7,852.33
FMG ENGINEERING	SERVICE	8,080.00
FRANKLIN BRONZE PLAQUES	SUPPLIES	318.00
FULL CURL CONSTRUCTION	PROJECT	3 <b>,</b> 776.00
GLOVER, WILLIAM	REIMBURSEMENT	303.56
GOLDEN WEST	SERVICE	3,816.48
GUNDERSON, PALMER, NELSON	SERVICE	6,268.38
INTERNATIONAL INSTITUTE	MEMBERSHIP	195.00
IPS GROUP JACOBS WELDING	SERVICE SERVICE	6,633.47 266.35
JOHNER PAVING	ASPHALT	156.00
KONE CHICAGO	MAINTENANCE	592.24
LAWRENCE CO. REGISTER	SERVICE	90.00
LEAD-DEADWOOD SANITARY	SERVICE	25,300.75
LEMANS CORPORATION	DEPOSIT REFUND	1,100.00
LOOKOUT PLAN + CODE CONSUL	SERVICE	98.40
LYNN'S	SUPPLIES	23.80
MIDWEST TAPE	SUPPLIES	479.44
MORRISON, RONDA	SERVICE	680.00
NARTEC	SUPPLIES	340.98
NHS OF THE BLACK HILLS	SERVICE	4,067.53
NORTHERN TRUCK EQUIPMENT	BOSS PLOW	12,706.01
NORTHWEST PIPE FITTINGS	SUPPLIES	33.32
POSEY, BEVERLY PREMIER SYSTEMS ROOFING	REIMBURSEMENT PROJECT	76.58 48,995.00
QUADIENT FINANCE USA	POSTAGE	500.00
RAPID SPA	SERVICE	3,360.00
RCS CONSTRUCTION	PROJECT	25,158.15
REISER, JOHN	REIMBURSEMENT	94.00
SANDER SANITATION	SERVICE	13,816.80
SD COMMISSION ON GAMING	CITY SLOTS	32,386.36
SDN COMMUNICATIONS	SERVICE	2,646.00
SERVALL	SUPPLIES	2,018.55
SHERWIN WILLIAMS	SUPPLIES	122.37
SKYLINE ENGINEERING	PROJECT	8,027.50
SOUTHSIDE OIL	FUEL	16,497.25
SOUTHSIDE SERVICE	SERVICE	960.00
STEAM CLEANING SPECIALISTS	SERVICE	1,000.00
SUMMIT SIGNS AND SUPPLY	SUPPLIES	260.00

CUNIVENI DOUNDARION COLUMNON	DD O TE CE	1 5 5 0 4 0 0
SUNKEN FOUNDATION SOLUTION	PROJECT	15,504.00
SYMBOLARTS	SUPPLIES	152.50
TERRONES, LUIS	PROJECT	1,770.00
THE HANDY MAN	PROJECT	12,900.00
TOMS, DON	PROJECT	600.00
TREE WISE MEN	SERVICE	900.00
TRINITY UNITED METHODIST	SUPPLIES	1,852.00
TRUGREEN CHEM-LAWN	SERVICE	2,856.75
TURBIVILLE INDUSTRIAL	SERVICE	294.99
VERIZON CONNECT	SERVICE	219.75
VIEHAUSER ENTERPRISES	SERVICE	20.00
WALSH, JOHN	PROJECT	10,000.00
WATERS HARDWARE	GRANTS	660.43
WEILER, OLIVIA	REIMBURSEMENT	45.00
WELLMARK	INSURANCE	46,075.56
WEKOLA	PROJECT	3,500.00
WELLS PLUMBING & FARM	SUPPLIES	90.94
WESTERN PEAKS LOGISTICS	SERVICE	21.78

Total \$747,385.26

#### ITEMS FROM CITIZENS ON AGENDA

#### Mustang Rally

Commissioner Martinisko stated Mustang Rally wanted to present the city with a plague for their 20<sup>th</sup> anniversary, but not present.

#### **CONSENT**

Martinisko moved, Johnson seconded to omit item 6M for separate consideration and approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Permission to extend up to 97.25 hours of vacation for Jessicca McKeown until February 15, 2026.
- B. Permission to extend up to 44 hours of vacation time for Lornie Stalder until December 19, 2025.
- C. Permission to renew Full Throttle S'loonshine, LLC, Deadwood Distillery Liquor License and Anand Hospitality LLC, Super 8 Deadwood Wine License for 2026, pending payment of Business Improvement District and property taxes.
- D. Permission to deduct \$6,000 from Library wages budget line item and reallocate \$6,000.00 to Library Professional Services budget line item for contracted services paid to retired librarian. Net zero difference in total library budget.
- E. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Scoty and Teresa Lux.
- F. Appoint the following residents to serve on election board for December 2, 2025; Joyce Pfarr as superintendent at \$215.00, Marlene Todd and Patricia Brown as clerks at \$190.00, with additional \$20.00 each for attending election school. Sandra Glover as an alternate.
- G. Resolution 2025-26 Surplus Property.

## RESOLUTION NO. 2025-26 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:

HP ProDesk 400 G5 SFF
Serial #MXL8361R17
HP ProDesk 400 G1 SFF
Serial #MXL4262DYP
HP ProDesk 400 G1 SFF
Serial #MXL4030Q14
HP ProBook 6570b
Honda Light Plant

Board Pump -220 power -60HZ/1 Phase -10,500 PSI

Set of Rescue Tools:

Portable Pump Unit – Honda engine GX200 6.5.0 – 10,500 PSI

2 - hoses 50 feet long

**Small Cutter** 

Bigger Cutter - BFC - 320, 10,500 PSI 724 Bar

Ram is a 24 inch ram, 10,500 PSI 724 Bar

Spreader - S-100, 10,500PSI 724 Bar, - 24 inch spread force

2- Reels - 200 feet of hydraulic lines

The Following Tires:

3 - 295 75 22.5 10 - 11.00 225 1 - 275 80 24.5 2 - 285 75 24.5 4 - 245 70 17 1 - 17.5 25 1 - 23.5 25 2 - 385 65 22.5 6 - 225 70 19.5 1 - 1000 20 1 - 1000 16.5 4 - 225 65 17 2 - 225 70 19.5 3 - 245 70 19.5 1 - 255 70 22.5 2 - 225 75 16 6 - 315 80 22.5

Dated this 17th day of November, 2025

ATTEST: CITY OF DEADWOOD

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

- H. Permission to pay Patricia Brown in the amount of \$5,200.00 (2 invoices) for contracted services. (To be paid by Library Professional Services line item.)
- Permission for Mayor to sign a Memorandum of Understanding between the City of Deadwood, the City of Lead and the Lead-Deadwood School District for two School Resource Officers.
- J. Permission to approve abatement request for City of Deadwood on parcel 30025-04000-200-00 (142 Sherman Street) purchased on December 12, 2024.
- K. Permission for Mayor to sign contract with HGH Construction, LLC for work approved on Historic Preservation project at 85 Charles Street. (Approved 10/20/2025.)
- L. Permission for Hauck Electric to replace the electrical panel and heater at the Pluma water tank at a cost not to exceed \$2,896.80. (To be paid by Water dept repair line item.)
- M. Removed for separate consideration in New Business.
- N. Permission for Mayor to sign contract with Ponderosa Builders for the retaining wall at 18 Jefferson Street Project at a total cost of \$110,000.00. (Bid awarded November 3, 2025.)
- O. Permission for Police Chief to sign subscription with LEADS Online for software in the amount of \$3,106.00. (To be paid by 2026 Police Professional Services line item.)
- P. Permission to increase request from Days of '76 Inc. for Not-for Profit grant in the amount of \$9,600.00 due to additional scope of work bringing total grant to \$26,310.00. (Approved by HPC on November 12, 2025.)
- Q. Permission to allow nine members of the Deadwood Fire Dept to attend the SD Fire Chief's conference in Deadwood on Dec. 5-7, 2025 at a cost of \$900.00.

### **PUBLIC HEARINGS**

#### **Snocross**

Public hearing was opened at 5:03 p.m. by Mayor Struble-Mook. Amanda Kille, Deadwood Chamber, was available for questions, hearing closed. Joseph moved, Eagleson seconded to approve open container at the Event Complex from 11:00 a.m. on Friday, January 23 to 2:00 a.m. on Saturday, January 24, and from 11:00 a.m. on Saturday, January 24 to 2:00 a.m. on Sunday, January 25; Special temporary full liquor license for Deadwood Chamber on January 24 and 25 from 11:00 a.m. to 10:00 p.m. each day at the Event Complex; and waiver of user fees and additional set-up/tear down fees at Event Complex on Monday, January 19 through Sunday, January 25, 2026 due to surcharge collection. Roll Call: Aye-All. Motion carried.

## **NEW BUSINESS**

#### Agreement (item 6M)

Finance Officer McKeown spoke about the agreement and recommends a motion to terminate with permanent access to the map. Martinisko moved, Johnson seconded to approve the termination agreement with Black Hills Central Reservations with the City of Deadwood obtaining the map and anything associated with the map due to business permanently closing effective December 31, 2025. Roll Call: Aye-All. Motion carried.

#### First Reading

Parking and Transportation Director Lux spoke about the ordinance. Attorney Riggins stated due to changes, first reading is being approved again. Martinisko moved, Joseph seconded to approve first reading of Ordinance #1437 adopting Section 10.12.048 "unattached Trailers." Resident, Dave Herdt, asked what the unattached trailers pertain to. Lux stated any trailer which are currently prohibited on public property. Roll Call: Aye-All. Motion carried.

#### Second Reading

McKeown stated no changes between first and second readings. Johnson moved, Martinisko seconded to approve second reading of Ordinance #1438 Budget Appropriations. Commission thanked Department Heads and staff for their work. Roll Call: Aye-All. Motion carried.

#### Finding of Facts and Conclusion

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the petition. Martinisko moved, Eagleson seconded to approve Finding of Facts and Conclusion - Petition for Deannexation, Boot Hills Estates legally described as Buena Vista Tract, being a portion of M.S. 343, M.S. 681, M.S. 685, M.S. 686, M.S. 788, M.S. 840, M.S. 920, M.S. 1208, and Lot R7 of M.S. 840, located in Sections 23 and 24, T5N, R3E, B.H.M., containing portions within and outside the City of Deadwood, Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried. Resident, David Herdt, questioned why the city has annexed new property into the City limits but will not approve deannexation. Attorney Riggins spoke about the difference between annexation and deannexation, which is addressed on a case by case basis. Herdt believes past decisions to annex property were an abuse of power and the City Commission is not representing the people of the city. Kuchenbecker stated public hearings are required for both annexation and deannexation.

### INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

A. Absentee voting will begin November 17 from 8:00 a.m. to 5:00 p.m. Monday – Friday.

Louie LaLonde, Deadwood Chamber, spoke about why the Chamber is not holding a candidate forum. She stated the Chamber is a non-profit organization, and their goal is to maintain a neutral position. She invited Commissioner Joesph to hold a forum at Charlie Utter Theater if he would like.

Resident, David Herdt, questioned why sandwich boards are still on Main Street when an ordinance was passed to disallow. Mayor Mook stated there is a task force creating an ordinance to recommend to the Commission to allow sandwich boards signs issued by the city to make it more uniformed.

He also questioned why traffic was allowed when Kool Deadwood Nites parade was in process. Chief Shafer stated with all the parades, traffic cannot be controlled 100% with driveways, alleys, parking lots and other drivers not yielding to the parade.

He also questioned why he was told he was not allowed to talk to other citizens, current or past, which has affected his life. Attorney Riggins stated he will not speak about any ongoing ligation Mr. Herdt is involved in that affects the City. Herdt said Commission is not representing the people of the City.

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

## **ADJOURNMENT**

Joseph moved, Eagleson seconded to adjourn the regular session at 5:31 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3), personnel matters per SDCL 1-25(1) and union and/or contractual negotiations per SDCL 1-25-2(4) with possible action. The next regular meeting will be Monday, December 1, 2025 at 5:00 p.m.

After coming out of executive session at 5:3	7 p.m., Martinisko	moved, Johns	on seconded to
adjourn.			

ATTEST:	DATE:
	BY:

Section 3 Item a.

## **REGULAR MEETING, NOVEMBER 17, 2025**

Jessicca McKeown, Finance Officer	Charlie Struble-Mook, Mayor
Published once at the total approximate cost of _	

2 AM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07293 COMBINED - 12/2/25

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR SET: 01

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

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-5150	EKLUND, GAR		101-3000-699	MISC REVENUE	MILEAGE - JURY DUTY	000000	8.40
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	8.40
01-0418	BLACK HILLS	PIONEER					
		I-494 - 2025	101-4111-423	PUBLISHING	MINUTES - 9/15/25	000000	223.56
		I-511 - 2025	101-4111-423	PUBLISHING	ORDINANCE #1432 - PERS.SVC	. 000000	31.65
		I-512 - 2025	101-4111-423	PUBLISHING	ORDINANCE #1433 - BUDG.SUP	PLMT 000000	18.30
		I-575-2025	101-4111-423	PUBLISHING	SPECIAL MTG MINUTES - 10/1	4/25 000000	44.02
		I-578 - 2025	101-4111-423	PUBLISHING	ORD.#1435-TEMP.VENDOR LIC.	APP. 000000	98.43
		I-579 - 2025	101-4111-423	PUBLISHING	ORD.#1434 - FOOD TRUCK/TRL	R 000000	106.83
		I-594 - 2025	101-4111-423	PUBLISHING	MINUTES - 10/6/25	000000	199.32
01-1838	RAMKOTA HOT	EL					
		I-11/20/25 AR43526	101-4111-422-01	PROF. SERV. S	SAFETY CONFERENCE LODGING	000000	610.00
01-5010	STALDER, LO	RNIE					
		I-SAFETY CONF 11/12	101-4111-422-01	PROF. SERV. S	S SAFETY CONFERENCE REIMBURS	EMEN 000000	28.00
01-5249	BLUE-JONES,	LEAH					
		I-SAFETY CONF 11/12	101-4111-422-01	PROF. SERV. S	S SAFETY CONFERENCE REIMBURS	EMEN 000000	28.00
01-5495	NELSON, ERI	С					
		I-SAFETY CONF 11/12	101-4111-422-01	PROF. SERV. S	S SAFETY CONF REIMBURSEMENT	000000	28.00
01-5496	WILLIAMS, A	NDREW					
		I-SAFETY CONF 11/12	101-4111-422-01	PROF. SERV. S	S SAFETY CONF REIMBURSEMENT	000000	28.00
01-5497	NELSON, CAS	EY					
		I-SAFETY CONF 11/12	101-4111-422-01	PROF. SERV. S	S SAFETY CONF REIMBURSEMENT	000000	28.00
				DEPARTMENT 1	11 COMMISSION	TOTAL:	1,472.11
 01-1254	MCLEODS						
01 1234	HOBBODO	I-87777	101-4130-426	SUPPLIES	SPECIAL ELECTION SUPPLIES	000000	18.79
				DEPARTMENT 1	.30 ELECTIONS	TOTAL:	18.79
01-1171	A & B BUSIN	ESS SOLUTION					
		I-IN1316890	101-4142-422	PROFESSIONAL	COPIER CONTRACT - FINANCE	000000	52.42
01-4711	AMAZON CAPI	TAL SERVICES					
		I-1TNC-3R64-C6JY	101-4142-426	SUPPLIES	SELF INKING STAMPS/HP	000000	19.81
				DEPARTMENT 1	.42 FINANCE	TOTAL:	72.23

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS BUDGET TO USE: CB-CURRENT BUDGET Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
 01-0436		WINDOW CLEA					
		I-146295	101-4192-422-13	PROFESSIONAL	OCT 14 CLEANING/REC CENTER	000000	645.00
		I-146295	101-4192-422-07	PROFESSIONAL	OCT 14 CLEANING/FIRE HALL	000000	385.00
01-0553	MONTANA DAK	OTA UTILITIE					
		I-NAT GAS 11/20/25	101-4192-428	UTILITIES	PERMANENT METER LOCATION	000000	680.15
		I-NAT GAS 11/20/25	101-4192-428-01	UTILITIES - A	ADAMS HOUSE	000000	327.29
		I-NAT GAS 11/20/25	101-4192-428-02	UTILITIES - A	ADAMS MUSEUM	000000	269.61
		I-NAT GAS 11/20/25	101-4192-428-04	UTILITIES - C	CITY HALL	000000	481.87
		I-NAT GAS 11/20/25	101-4192-428-07	UTILITIES - F	FIRE HALL	000000	781.39
		I-NAT GAS 11/20/25	101-4192-428-08	UTILITIES - H	HISTORY CENTER	000000	180.92
		I-NAT GAS 11/20/25	101-4192-428-09	UTILITIES - H	HARCC	000000	270.34
		I-NAT GAS 11/20/25	101-4192-428-10	UTILITIES - L	LIBRARY	000000	358.34
		I-NAT GAS 11/20/25	101-4192-428-11	UTILITIES - P	CITY PARKS DEPT	000000	136.01
		I-NAT GAS 11/20/25	101-4192-428-13	UTILITIES - R	RECREATION CENTER	000000	6,132.49
		I-NAT GAS 11/20/25	101-4192-428-14	UTILITIES - S	CITY SHOP PUBLIC WORKS	000000	416.18
		I-NAT GAS 11/20/25	101-4192-428-15	UTILITIES - T	TROLLEY BARN	000000	143.76
		I-NAT GAS 11/20/25	101-4192-428-19	UTILITIES - G	PLUMA PARK 418 CLIFF ST	000000	46.11
		I-NAT GAS 11/20/25	101-4192-428-21	UTILITIES - W	WELCOME CENTER	000000	562.76
		I-NAT GAS 11/20/25	101-4192-428-24	UTILITIES - O	703 MAIN OUTLAW SQUARE	000000	205.30
01-1003	VERIZON WIR	ELESS					
		I-6128168492	101-4192-422	PROFESSIONAL	ON CALL PHONE/PUB BLDGS	000000	39.73
01-1483	KNECHT HOME	CENTER					
		I-12870072	101-4192-425-17	REPAIRS-DAYS	SCREW-STRUCT-PLYWOOD/76 MUS	000000	166.85
01-1502	BLACK HILLS	CHEMICAL					
		I-305295	101-4192-426	SUPPLIES	GARB BAGS-TP-TOWELS/PB	000000	399.44
01-1558	ECOLAB PEST	ELIMINATION					
		I-9579672	101-4192-422-13	PROFESSIONAL	COCKROACH-RODENT PROGRAM/REC	000000	106.67
01-3032	OTIS ELEVAT	OR COMPANY					
		I-100402140927	101-4192-422-02	PROFESSIONAL	ELEV MAINT 12/1-02/28/26/AD MU	000000	444.08
		I-100402140927	101-4192-422-09	PROFESSIONAL	ELEV MAINT 12/1-02/28/26/HARCC	000000	444.07
01-3314	CENTURY BUS	INESS PRODUC					
		I-822642	101-4192-426	SUPPLIES	PW	000000	34.85
01-3421	S AND C CLE	ANERS					
		I-11/25/25 INV 131	101-4192-422-24	PROFESSIONAL	OUTLAW SQUARE BATHROOMS	000000	465.00
		I-11/25/25 INV 131	101-4192-422-19	PROFESSIONAL	GATEWAY BATHROOMS	000000	465.00
		I-11/25/25 INV 131	101-4192-422-08	PROFESSIONAL-	HISTORY BATHROOMS	000000	189.00
		I-11/25/25 INV 131	101-4192-422-06	PROFESSIONAL-	RODEO BATHROOMS	000000	144.00
		I-11/25/25 INV 162	101-4192-422-04	PROFESSIONAL	CITY HALL	000000	998.00
		I-11/25/25 INV 162	101-4192-422-04	PROFESSIONAL	POLICE DEPT	000000	1,165.00
		I-11/25/25 INV 162	101-4192-422-07	PROFESSIONAL	FIRE DEPT	000000	535.00
		I-11/25/25 INV 162	101-4192-422-10	PROFESSIONAL		000000	768.00

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-3421	S AND C CLEA	ANERS continu	ed				
		I-11/25/25 INV 162	101-4192-422-21	PROFESSIONAL	WELCOME CENTER	000000	1,954.00
		, ., .	101-4192-422-13		REC CENTER	000000	1,933.00
01-3685	BLACK HILLS	SECURITY &					
		I-P117020	101-4192-422-09	PROFESSIONAL	REST-TESTED SYSTEM/HARCC	000000	145.41
		I-P117021	101-4192-422-08	PROFESSIONAL-	REPL BACKUP BATTERY-RESET/HIS	000000	184.13
01-3977	ACE HARDWARE	E OF LEAD					
İ		I-44242	101-4192-425-17	REPAIRS-DAYS	TIME DELAY FUSE-SCREW #8 HEX/	2 000000	26.08
01-4057	VIEHAUSER EN	NTERPRISES,					
		I-61628	101-4192-425-13	REPAIRS - REC	REPAIRS TO FRONT DOOR/REC	000000	490.00
01-4711	AMAZON CAPIT	TAL SERVICES					
		I-14XL-PWDW-HNN3	101-4192-426	SUPPLIES	ELEV DOOR KEYS/PUB BLDGS	000000	29.89
		I-1KYD-PQCX-JRVG	101-4192-426	SUPPLIES	WRENCH FLUSH VALVES/PUB BLDGS	000000	127.35
		I-1P6L-M6NH-GYYV	101-4192-426	SUPPLIES	SLOAN FLUSHLINE REPLACEMENT/P	3 000000	328.96
		I-1XJK-QRDJ-76MR	101-4192-425-04	REPAIRS - CIT	SLIDE LATCH/CITY HALL	000000	11.90
01-4945	QUADIENT LEA	ASING USA, I					
		I-Q2099312	101-4192-422	PROFESSIONAL	LEASE PAYMENT-12/10/25-3/9/26	000000	245.46
01-4957	ONSITE FIRST	F AID, LLC					
		I-6367	101-4192-422-13	PROFESSIONAL	FIRST AID SUPPLIES/REC CENTER	000000	81.18
		I-6368	101-4192-422-04	PROFESSIONAL	FIRST AID SUPPLIES/HIST PRES	000000	114.64
		I-6369	101-4192-422-10	PROFESSIONAL	FIRST AID SUPPLIES/LIBRARY	000000	58.28
		I-6370	101-4192-422-15	PROFESSIONAL	FIRST AID SUPPLIES/TROLLEY	000000	61.60
		I-6371	101-4192-422-14	PROFESSIONAL	FIRST AID SUPPLIES/STREETS	000000	240.58
		I-6372	101-4192-422-11	PROFESSIONAL	FIRST AID SUPPLIES/PARKS	000000	67.26
				DEPARTMENT 19	2 PUBLIC BUILDINGS	FOTAL:	24,486.93
01-0418	BLACK HILLS	PIONEER					
		I-138547	101-4210-423	PUBLISHING	AD-HONORING LOCAL HEROES/PD	000000	189.00
01-1424	SOUTHSIDE SE	ERVICE					
		I-63008	101-4210-426	SUPPLIES	4 - FALKEN WINTER TIRES - P	000000	1,100.00
01-4384	ARROWHEAD FO	DRENSICS					
İ		I-186918	101-4210-426	SUPPLIES	EVIDENCE ENVELOPES/TUBES-PD	000000	164.04
01-4922	KIESLER POLI	ICE SUPPLY					
		I-IN270092	101-4210-426	SUPPLIES	AMMUNITION - PD	000000	748.00
				DEPARTMENT 21	.0 POLICE	rotal:	2,201.04

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0078	SD FIRE CHIE	F'S ASSOCIA		TRAVEL	REGISTRATION - ANNUAL CONF.		900.00
		1-11/13/23	101-4221-427	INAVEL	REGISTRATION - ANNUAL CONF.	000000	900.00
01-1171	A & B BUSINE	SS SOLUTION					
		I-IN1315866	101-4221-422	PROFESSIONAL	COPIER CONTRACT - FIRE DPT	000000	117.38
01-3977	ACE HARDWARE	OF LEAD I-44250	101-4221-426	SUPPLIES	COOLER/TENDER #9 - FIRE DPT	000000	33.29
01-5089	JERRY GREER'	C NIEO CHOD					
01-3009	JERRI GREEK		101-4221-425	REPAIRS	LADDER #5 - TIRE - FIRE DEPT.	000000	73.00
				DEPARTMENT 2	221 FIRE DEPARTMENT ADMINISTRT	OTAL:	1,123.67
01-1003	VERIZON WIRE	LESS					
		I-6128168492	101-4232-422	PROFESSIONAL	BLDG INSPECTOR TABLET	000000	26.97
01-4711	AMAZON CAPIT	AL SERVICES					
		I-1FLD-1WPW-HDQL	101-4232-426	SUPPLIES	PRINTER INK-CORRECTION TAPE/BI	000000	106.24
				DEPARTMENT 2	232 BUILDING INSPECTION T	OTAL:	133.21
01-1003	VERIZON WIRE	LESS					
		I-6128168492	101-4310-422	PROFESSIONAL	ON CALL PHONE/STREETS	000000	35.60
01-1171	A & B BUSINE	SS SOLUTION					
		I-IN1315813	101-4310-426	SUPPLIES	CONTRACT BASE RATE/STRTS	000000	83.14
01-1348	FLOYD'S TRUC	K CENTER, I					
		I-X201172314:01	101-4310-425	REPAIRS	RETAINING CABLE-AIR TANK/STRTS	000000	33.12
01-1374	BUTLER MACHI	NERY COMPAN					
		I-06WO0229468	101-4310-425	REPAIRS	SRVC HR MAINT CAT1235/STRTS	000000	1,132.32
01-2946	SUNSHINE TOW	ING					
		I-2383	101-4310-422	PROFESSIONAL	TOW HONDA PILOT - STS.	000000	130.00
01-3094	BOMGAARS						
		I-11/16/25 STATEMENT	101-4310-426	SUPPLIES	MARKERS/STREETS	000000	71.88
01-3314	CENTURY BUSI	NESS PRODUC					
		I-822642	101-4310-426	SUPPLIES	STREET	000000	34.85
01-5356	CED SPEARFIS	Н					
		I-8170-1013853	101-4310-425	REPAIRS	CONDUIT-EXP CPL-CPLING/STRTS	000000	88.34
01-5499	ATLAS EXTERI	ORS LLC					

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

FUND : 101 GENERAL FUND DEPARTMENT: 310 STREETS

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME

Section 4 Item a.

BANK: FNBAP

CHECK# AMOUNT

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)1-5499	ATLAS EXTERI						
		I-1051	101-4310-433	IMPROVEMENTS	PROGRESS INV #1 SHOP ROOF/S	TRT 000000	101,640.00
				DEPARTMENT 3	310 STREETS	TOTAL:	103,249.25
1-0545	LYNN'S DAKOT						
		I-11/17/25 STATEMENT	101-4520-426	SUPPLIES	PAPER PLATES/PARKS	000000	16.13
1-0782	JACOBS PRECI	SION WELDIN					
		I-32339	101-4520-426	SUPPLIES	FABRICATE CUTTING EDGE/PARK	s 000000	79.0
1-1171	A & B BUSINE	SS SOLUTION					
		I-IN1315814	101-4520-426	SUPPLIES	CONTRACT BASE RATE/PARKS	000000	163.57
1-3094	BOMGAARS						
1 3034		I-11/16/25 STATEMENT	101-4520-426	SUPPLIES	BULK SEED-SNOW SHOVELS/PARK	s 000000	144.76
1-3314	CENTURY BUSI		101-4520-426	SUPPLIES	PARKS	000000	34.85
1-3977	ACE HARDWARE		101 4500 405		MEDM DING ( AMC 10 1/44/DAD		6.0
			101-4520-425 101-4520-425	REPAIRS	TERM RING 6 AWG 12-1/4"/PAR: UNION-NIPPLE-ELBOW/PARKS	000000	6.2 50.3
1-4592	BUTTE COUNTY		101_4520_425	DEDATOC	CONTROLLER/PARKS	000000	1,666.2
		1 1020033	101 4320 423	KELAIKO	CONTROLLER/TARRO	000000	1,000.2
1-4687	TREE WISE ME						
		I-1621	101-4520-433-05	CIP - WHITEV	N TRIM-REMOVE TREES CREEKSIDE	000000	15,000.00
				DEPARTMENT 5	520 PARKS	TOTAL:	17,161.17
1-0418	BLACK HILLS	PIONEER					
		I-505 - 2025	101-4640-423	PUBLISHING	NOH - VARIANCE-118 MYST.WGN	RD 000000	28.69
1-3314	CENTURY BUSI	NESS PRODUC					
		I-822642	101-4640-426	SUPPLIES	PZ	000000	34.8
		I-823821	101-4640-428	UTILITIES	CANON/TM-305 8/9/25-11/8/25	000000	34.9
				DEPARTMENT (	640 PLANNING AND ZONING	TOTAL:	98.4
							4
				FUND 1	101 GENERAL FUND	TOTAL:	150,025.24

DESCRIPTION

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

FUND : 206 LIBRARY FUND

BUDGET TO USE: CB-CURRENT BUDGET

DEPARTMENT: 550 LIBRARY

Section 4 Item a.

4,160.00

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT

01-4950 BROWN, PATRICIA

I-11/09/25 206-4550-422 PROFESSIONAL CONTRACT SERVICES- 8/5-9/25/25 000000 4,160.00

DEPARTMENT 550 LIBRARY

TOTAL: ------

FUND 206 LIBRARY FUND TOTAL: 4,160.00

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER BUDGET TO USE: CB-CURRENT BUDGET Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-1502	BLACK HILLS	CHEMICAL I-304891	209-4510-426	SUPPLIES	GARB BAGS-TP-ROLL TOWEL-WIPE		1,566.41
01-2645	HAWKINS INC	I-7261254	209-4510-426	SUPPLIES	POOL CHEMICALS/REC CENTER	000000	1,243.41
01-3060	QUIK SIGNS	I-52291	209-4510-422	PROFESSIONAL	16X 20 ORACAL SIGN/REC	000000	54.56
01-3314	CENTURY BUSI	NESS PRODUC I-822642	209-4510-426	SUPPLIES	REC CENTER	000000	34.85
01-4711	AMAZON CAPIT						
		I-14XL-PWDW-HNN3 I-1XJK-QRDJ-76MR	209-4510-426 209-4510-434	SUPPLIES MACHINERY/EQU	SAUNA THERMOMETER/REC J BARBELL WEIGHT SETS/REC	000000	29.97 449.97
				DEPARTMENT 5	510 REC CENTER	TOTAL:	3,379.17
				FUND 2	209 BED & BOOZE FUND	TOTAL:	3,379.17

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

: 211 BID #9 FUND

DEPARTMENT: 630 BID #9 BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT ------01-4576 DEADWOOD CHAMBER - OUTL I-11/21/25 211-4630-423 MARKETING BID #9 FUNDING 000000 40,000.00 DEPARTMENT 630 BID #9 TOTAL: 40,000.00 ------

FUND 211 BID #9

Section 4 Item a.

TOTAL: 40,000.00

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

FUND : 212 BID #8

DEPARTMENT: 630 BID 8 BANK: FNBAP BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESC:	RIPTION	CHECK#	AMOUNT
01-3602	DEADWOOD GAM	MING ASSOCIA I-631	212-4630-422	PROFESSIONAL	BID	#8 CONTRIBUTION	000000	10,000.00
01-4841	MILE UP MARK	ETING SOLUT	212-4630-423	MARKETING	BID	#8 -DEADWOOD TRAILS SIGNS	000000	371.70
				DEPARTMENT 6	30	BID 8	TOTAL:	10,371.70

FUND 212 BID #8 TOTAL: 10,371.70

Section 4 Item a.

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

FUND : 213 BID #1-6

DEPARTMENT: 630 BID

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT ------

01-0475 DEADWOOD CHAMBER & VISI

I-11-24-25 213-4630-423 MARKETING BILL LIST FOR 11/24/25-BID 1-6 000000 25,000.00

TOTAL: DEPARTMENT 630 BID 25,000.00 ------

FUND 213 BID #1-6 TOTAL: 25,000.00

Section 4 Item a.

9:42 AM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

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

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3558	DEADWOOD HIS			VISITOR MGMT 2026 CALENDAR PRODUCE/PRINTED	000000	2,829.17
01-5494	TOURISM COAL		215-4572-235	VISITOR MGMT 2025 HP MEMBERSHIP	000000	110.00
				DEPARTMENT 572 HP VISITOR MGMT AND INFORT	'OTAL:	2,939.17
01-0951	DEADWOOD ALI	VE I-1309-25	215-4573-345	HIST. INTERP. PAYMENT NOVEMBER 2025	000000	4,000.00
01-0977	UNIVERSITY C	OF SOUTH DAK I-15-187	215-4573-340	HIST. INTERP. ARCHIVE PROJ-ALL ROADS TO DWD	000000	42.50
01-1890	ADAMS MUSEUM	1 & HOUSE, I I-111225	215-4573-310	HIST. INTERP. CONSERVATION/INTERN/MARKETING	000000	95,000.00
01-2022	BOEN, RENEE	I-11132025.01	215-4573-335	HIST. INTERP. CLOWSER SADDLE/DHI/HP PROJECT	000000	1,000.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATION	OTAL:	100,042.50
01-0553	MONTANA DAKO		215-4575-505-05	142 SHERMAN S SENIOR CENTER 142 SHERMAN	000000	46.11
01-0776	ALBERTSON EN	•	215-4575-515 215-4575-515 215-4575-515	GRANT/LOAN RE 114 MCGOVERN HILL RW GRANT/LOAN RE 57 VAN BUREN RW GRANT/LOAN RE 18 JEFFERSON RW	000000 000000 000000	400.00 657.40 3,975.96
01-3872	STUEN CONSTR	RUCTION, LLC I-2720	215-4575-505-04	85 CHARLES ST FILL DIRT AT 85 CHARLES	000000	520.00
01-4739	WATERS HARDW		215-4575-525	GRANT/LOAN PA 37 DENVER	000000	52.99
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOAT	'OTAL:	5,652.46
01-3060	QUIK SIGNS			PROFES. SERV. PECKS GARDEN UTILITY WRAPS	000000	715.57
				DEPARTMENT 576 HP PROFESSIONAL SERVICES T	OTAL:	715.57
01-0418	BLACK HILLS	PIONEER		CAPITAL ASSET BID NOTICE-18 JEFFERSON R.WALI	. 000000	33.83

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION
DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

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Section 4 Item a.

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME			SCRIPTION	CHECK#	AMOUNT
01-4687	TREE WISE							
		I-1612	215-4577-775	CAPITAL ASS	ET WA	TER ST. TREE REMOVAL/HAUI	000000	3,600.00
01-4711	AMAZON CAP	ITAL SERVICES						
		I-1PGL-QCK9-GRR3	215-4577-715	CAPITAL ASS	ET CRA	AWL SPACE DEHUMIDIFIER/H	ISTO 000000	399.90
01-5498	DERKSEN FL	OORS INC						
		I-4527	215-4577-715	CAPITAL ASS	ET RE	COAT FLOORS/HISTORY	000000	4,500.00
				DEPARTMENT	577	HP FIXED CAPITAL ASSETS	S OTOTAL:	8,533.73
01-1003	VERIZON WI							
		I-6128168492	215-4641-428	UTILITIES	CI	IY ARCHIVIST/HP	000000	40.01
01-3314	CENTURY BU	SINESS PRODUC						
		I-822642	215-4641-428	UTILITIES	HP		000000	34.86
01-4711	AMAZON CAP	ITAL SERVICES						
		I-1K76-QX67-DYV1	215-4641-426	SUPPLIES	HP,	PZ OFFICE SUPPLIES	000000	205.10
		I-1TNC-3R64-C6JY	215-4641-426	SUPPLIES	SE	LF INKING STAMPS/HP	000000	19.80
				DEPARTMENT	641	OFFICE HIST. PRES.	TOTAL:	299.77
				FUND	215	HISTORIC PRESERVATION	TOTAL:	118,183.20

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

: 216 REVOLVING LOAN

FUND DEPARTMENT: 653 REVOLVING LOAN

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

Section 4 Item a.

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT ------01-1496 LAWRENCE CO. REGISTER O I-102325 216-4653-960 CLOSING CO REC FEE 1 FOREST BERG 0000000 I-112025 216-4653-962-05 FACADE EASEME 685 MAIN REC FEE FACADE PROG 000000 30.00 30.00 01-4032 LIVENGOOD BLUES I-250181 216-4653-962-01 SPECIAL NEEDS 822 MAIN WRIGHT 8,800.00 000000 8,860.00 DEPARTMENT 653 REVOLVING LOAN TOTAL: ------

> FUND 216 REVOLVING LOAN TOTAL: 8,860.00

42 AM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

FUND : 602 WATER FUND DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
 01-0828	USA BLUEBOC	:========: :K	=======================================				
		I-INV00885612	602-4330-426	SUPPLIES	SPRING STEEL HYD MARKER/WTR	000000	390.41
		I-INV00885675	602-4330-425	REPAIRS	HYD FLAG KIT-LIQ FILL GAUGE/W	г 000000	456.80
01-1003	VERIZON WIR	RELESS					
		I-6128168492	602-4330-422	PROFESSIONAL	PLUMA TANKS/WATER	000000	40.01
		I-6128168492	602-4330-422	PROFESSIONAL	MCGOVERN DENVER DWD HILL/WTR	000000	120.03
		I-6128168492	602-4330-422	PROFESSIONAL	LEE OFFICE PLUMA E MAIN/WATER	000000	160.06
		I-6128168492	602-4330-422	PROFESSIONAL	ON CALL PHONE/WATER	000000	39.73
		I-6128168492	602-4330-422	PROFESSIONAL	ON CALL PHONE/PARKS	000000	39.73
01-1171	A & B BUSIN	ESS SOLUTION					
		I-IN1315813	602-4330-426	SUPPLIES	CONTRACT BASE RATE/WATER	000000	83.14
01-1404	SD WATER &	WASTEWATER A					
		I-2026 MEMBER RENEW	602-4330-422	PROFESSIONAL	2026 MEMBER RENEWAL PERCY	000000	10.00
		I-2026 MEMBER RENEW	602-4330-422	PROFESSIONAL	2026 MEMBER RENEWAL MURPHY	000000	10.00
		I-2026 MEMBER RENEW	602-4330-422	PROFESSIONAL	2026 MEMBER RENEWAL JASSMAN	000000	10.00
01-1594	WESTERN DAK	OTA TECH					
		I-CE2025-095	602-4330-427	TRAVEL	CL B AUTO CDL TRAIN O. WEILER	000000	800.00
01-3314	CENTURY BUS	INESS PRODUC					
		I-822642	602-4330-426	SUPPLIES	WATER	000000	34.85
01-4345	ULINE						
		I-199967124	602-4330-426	SUPPLIES	(3) REFLECT BOLLARD SLV/WATER	000000	167.10
01-5457	UNDERGROUND	CONSTRUCTIO					
		I-PAYAPP #5 11/10/25	602-4330-433-01	CIP-HIWAY 85	PAYAPP #5 HWY 85 DRINK WTR EX	2 000000	196,825.74
01-5491	WEILER, OLI	VIA					
		I-11-19-25	602-4330-422	PROFESSIONAL	REIMBS.CDL & WATER CERTIF.	000000	104.50
				DEPARTMENT 3	330 WATER	FOTAL:	199,292.10
				FUND 6	502 WATER FUND	FOTAL:	199,292.10

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

FUND DEPARTMENT: 580 HISTORIC CEMETERIES

: 607 HISTORIC CEMETERIES BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT ------01-3558 DEADWOOD HISTORY, INC. I-32870 607-4580-426 SUPPLIES TRUE WEST CO-OP AD JAN-FEB/MM 000000 475.00 DEPARTMENT 580 HISTORIC CEMETERIES 475.00 TOTAL:

------

FUND 607 HISTORIC CEMETERIES TOTAL: 475.00

Section 4 Item a.

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION DEPARTMENT: 360 PARKING/TRANSPORTATION

Section 4 Item a.

BANK: FNBAP

PAGE: 16

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME		G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01 <b>-</b> 1003	VERIZON WIR	ELESS	==========			=======	
		I-6128168492	610-4360-422	PROFESSIONAL	PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-6128168492	610-4360-422	PROFESSIONAL	(3) PARKING ENFORCEMT SYS/	P&T 000000	119.19
01-4711	AMAZON CAPI	TAL SERVICES					
		I-1W4P-VVLY-H1CF	610-4360-426	SUPPLIES	BIND COMBS-COVERS-PVC/P&T	000000	60.41
				DEPARTMENT (	360 PARKING/TRANSPORTATION	TOTAL:	219.61
 01-0186	ALPINE IMPR						
		I-ALP2251	610-4361-426	SUPPLIES	T-SHIRTS LONG-SHORT/TROLLEY	7 000000	138.00
01-0545	LYNN'S DAKC	TA MART					
		I-11/17/25 STATEMENT	610-4361-426	SUPPLIES	BOTTLED WATER/TROLLEY	000000	23.96
01-5467	BLACK HILLS	MOBILITY LL					
		I-11627	610-4361-422	PROFESSIONAL	SERVICE-REPAIR LIFTS/TROLL	EY 000000	911.00
				DED ADMINISTRA	361 MDOLLDW DEDARMOND	moma r	1 070 06
				DEPARTMENT .	361 TROLLEY DEPARTMENT	TOTAL:	1,072.96
				FUND (	510 PARKING/TRANSPORTATION	TOTAL:	1,292.57

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

DEPARTMENT: 000 NON-DEPARTMENTAL

FUND : 719 TIF #10 TRU HOTEL BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT ------01-3362 FIRST INTERSTATE BANK I-11/3/25#8200017357 719-4000-429 OTHER #8200017357 - TIF #10 000000 3,508.93 TOTAL: DEPARTMENT 000 NON-DEPARTMENTAL 3,508.93 ------

FUND 719 TIF #10 TRU HOTEL TOTAL: 3,508.93

Section 4 Item a.

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

FUND

: 721 TIF #9 OPTIMA DEPARTMENT: 000 NON-DEPARTMENTAL BUDGET TO USE: CB-CURRENT BUDGET Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUN'I'
01-3673	TITBERTY NAT	TONAT, BANK				

I-11/3/25#60004256 721-4000-429 OTHER #60004256 - TIF #9 000000 468.84

DEPARTMENT 000 NON-DEPARTMENTAL 468.84 TOTAL: ------

> FUND 721 TIF #9 OPTIMA TOTAL: 468.84

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL BUDGET TO USE: CB-CURRENT BUDGET Section 4 Item a.

BANK: FNBAP

FUND 722 SALES TAX AGENCY TOTAL: 4,382.55

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF	F REVENUE I-OCT-112125	722-2190	AMOUNTS HELD	SALES TAX DUE FOR OCT '25	000000	4,382.55
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	4,382.55

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

: 726 TIF #11 DEADWOOD HOTELS FUND

DEPARTMENT: 000 NONDEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT \_\_\_\_\_\_

01-5033 PACTOLA

I-11/3-#700109307004 726-4000-429 OTHER #700109307004 - TIF #11 000000 60,809.81

------

FUND 726 TIF #11 DEADWOOD HOTELS TOTAL: 60,809.81

TOTAL:

DEPARTMENT 000 NONDEPARTMENTAL

Section 4 Item a.

60,809.81

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

FUND : 727 TIF #12 - SECOND STAGE

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT ------

01-3362 FIRST INTERSTATE BANK

I-111/3/25#170003335 727-4000-429 OTHER #170003335 - TIF #12 000000 33,781.65

------

FUND 727 TIF #12 - SECOND STAGE TOTAL: 33,781.65

DEPARTMENT 000 NON-DEPARTMENTAL

Section 4 Item a.

33,781.65

TOTAL:

PACKET: 07293 COMBINED - 12/2/25

VENDOR SET: 01

FUND : 728 TIF # 13 - WJP HOLDINGS

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT ------01-5357 SD HOUSING DEVELOPMENT I-11/3/25#CHDP201075 728-4000-429 OTHER #CHDP201075 - TIF #13 000000 38,317.65 DEPARTMENT 000 NON-DEPARTMENTAL TOTAL: 38,317.65

FUND 728 TIF # 13 - WJP HOLDINGS TOTAL: 38,317.65

REPORT GRAND TOTAL: 702,308.41

Section 4 Item a.

### COMBINED VOTING AGREEMENT

June 2, 2026

It is agreed this	day of	, 2025 by and between the Lead-
Deadwood School Di	strict #40-1, the City of	of Central City, the City of Deadwood, the
City of Lead, the City	y of Whitewood and th	he Lead-Deadwood Sanitary District as
follows:	-	-

#### **PURPOSE:**

It is the purpose of the agreement for the parties to have joint elections on the traditional municipal election date, following the date of this agreement, so that the costs of separate elections can be reduced and better voter turnout encouraged.

### **PUBLICATION OF NOTICES;**

Each Entity shall be responsible for writing the notices of vacancies and filing of petitions, notice of voter registration, and notice of annual election and for submitting these to their respective legal newspaper for publication as required in South Dakota Statues.

Should two or more entities use the same legal newspaper, those entities may coordinate the publications. Thus one notice may suffice for all entities using a particular legal newspaper instead of separate notices. Those entities involved with a coordinated publication will mutually agree as to whom shall write the notices.

#### **COST SHARING:**

The parties to this agreement shall share the costs of the joint election as set forth herein.

The cost of the Publications shall be prorated by those entities involved with a particular publication.

The cities of Deadwood and Lead shall pay the judges within their respective cities. The Lead-Deadwood School and the Sanitary District shall reimburse the cities for the judges pay, including Social Security, that are used during the combined elections in the city. The school shall reimburse each city for one (1) judge in each voting precinct/ward. The Sanitary District shall reimburse each city for one (1) judge. The City of Whitewood shall pay for the judges in their city.

In the event Central City has an election, the Lead-Deadwood School and Sanitary District, each, shall pay for a judge at Central City. Central City shall pay for one (1) Superintendent.

The rate of pay of reimbursement shall be at the rate of One Hundred Ninety Dollars (\$190.00) per day for Judges and Clerks and Two Hundred Fifteen Dollars (\$215.00) per day for the Superintendent. In addition, each of the election officials and workers who participate in an election school prior to any election shall be compensated an additional \$20.00. Should circumstances beyond the control of the

### COMBINED VOTING AGREEMENT

June 2, 2026

election officials cause the rate of pay to fall below the Federal Minimum Wage, these rates of pay may be adjusted accordingly.

The Costs of the Lawrence County Auditor in helping to set up the election materials and procedures, and the cost of counting the ballots and all other supplies and materials shall be divided on an equitable basis between the governmental entities involved in the election.

If one or more governmental agencies do not need to have an election at the designated time, then the remaining governmental entities shall share the costs of the election on an equitable basis.

#### **JUDGES:**

Each City shall appoint the judges and the polling places to be used within the respective City, and the School and the Sanitary District shall agree to the judges and polling places selected. In Central City, the School shall appoint the judges and polling place and the Sanitary District shall agree to the judges and polling place selected. In the event one entity does not have an election, the other entity reserves the right to name their own judges and polling places.

#### **POLL BOOKS:**

In the precincts/wards where a combination of city and rural electors will be voting, but in separate elections, there shall be one (1) poll book used.

In the precincts/wards where a combination of School and Sanitary District electors will be voting, the entity completing their canvas first, will make copies of the Poll Book and forward the copies of the Poll Book to the other entities for their canvas.

#### **CANVASSING THE VOTE:**

The Cities, School and Sanitary District shall each canvas the election results according to the applicable laws governing each entity.

#### **ABSENTEE BALLOTS:**

Absentee ballots shall be available at the office of the School District or the City. The School District and the Cities shall set up protective measures so that no voter can vote absentee more than once.

#### **ELECTION SUPPLIES, PROCEDURES, ETC:**

All supplies for the election, such as ballots, etc., shall be purchased by each individual governmental entity.

## COMBINED VOTING AGREEMENT

June 2, 2026

The Cities, School, Sanitary District and Lead Fire Protection District shall consult with each other and work out any procedural or substantive problems and difficulties that any entity might have regarding the joint election effort.

	LEAD-DEADWOOD SCHOOL DISTRICT #40-1
	By:
Attest:	Its:
	CITY OF CENTRAL CITY
	By:
Attest:	Its:
	CITY OF DEADWOOD
	By:
Attest:	Its:
	CITY OF LEAD
	By:
Attest:	Its:
	CITY OF WHTEWOOD
	By:
Attest:	Its:

Section 6 Item g.

# COMBINED VOTING AGREEMENT

# June 2, 2026 LEAD-DEADWOOD SANITARY DISTRICT #1

	By:	
144 octs	Its:	

**Attest:** 

Section 6 Item h.



#### SOUTH DAKOTA DEPARTMENT OF REVENUE

445 East Capitol Avenue • Pierre, SD 57501 (605) 773-3311 • dor.sd.gov

November 20, 2025

City of Deadwood 102 Sherman Street Deadwood, SD 57732

**RE: Lease Agreement** 

To Whom It May Concern:

In reference to the lease agreement the City of Deadwood and the South Dakota Commission on Gaming have in relation to 3 ½ Siever Street that was signed by Mayor David Ruth Jr. on November 18, 2024, Section 2.1 states the tenant has the ability to renew the lease for an additional year at the same rate with written notice. Please accept this as the Commission on Gaming's written notice that we wish to extend the lease for an additional year at the same rate.

Sincerely,

Michael S. Houdyshell

Secretary

S.D. Department of Revenue



Salesperson



## Purchase Sales Order

**Order Date** 

Section 6 Item i.

Order Number		
Date	11/10/2025	
Account Number		
Customer Segment	Regular	

**Requested Delivery Date** 

SOUTH DAKOTA >>> IOWA >>> NEBRASKA VISIT cbpnow.com >>> CALL 1.800.529.1950

**Terms** 

PHONE #: (605) 578-2600 Email: rmcgrath@cityofdeadwood.com

BILL TO: City of Deadwood Finance SHIP TO: City of Deadwood Finance

108 Sherman St 108 Sherman St

Deadwood, SD 57732 Deadwood, SD 57732

Kevin Jei	rgenson	Lease			11/10/2025		
Quantity		Item#		Description		Unit Price	Amount
1	MZ3501ci		Kyocera T	ASKalfa MZ3501ci			\$120.33/r
1	512FLASH		Flash Drive	e for Backups			
1	TK-8467Y		Yellow Tor	ner Approx. 20K Yield @ 5% Co	overage		
1	PF-7150		Dual 1,500	Sheet Paper Trays - Letter			
1	UG-52		MZ3501ci	Product Identifier			
1	TK-8467C		Cyan Tone	r Approx. 20K Yield @ 5% Cov	erage		
1	FAX12		FAX12 Fax System 12				
1	PP15		15 Amp Su	15 Amp Surge Protector			
1	TK-8467M		Magenta 1	Magenta Toner Approx. 20K Yield @ 5% Coverage			
1	IB-37		Wireless L	Wireless LAN/Interface (2.4GHz/5GHz multi-band) <3>			
1	TK-8467K		Black Tone	Black Toner Approx. 30K Yield @ 5% Coverage			
1	DP-7160		320 Sheet	DSDP			
tes						SUBTOTAL	\$120.33/n
						SALES TAX (est)	
						TOTAL	

**Customer PO#** 

A 3% fee applies when using a credit card for payment.

L	ease Information	Software Support Agreement
Lease Company	CBL	Billing Cycle
Lease Term	60	Amount
Lease Type (FMV or \$1)	FMV	BG Category

The Customer agrees to purchase/lease the above listed equipment and/or software at the above listed amount. The Customer also acknowledges that he/she has read this agreement, understands and agrees to be bound by its terms, certify that he/she is authorized to sign and further agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals oral or written and all other communications and prior agreements between the parties relating to the subject matter of this agreement. The terms of this agreement may not be amended, modified or rescinded except by a written instrument signed by both parties.

ACCEPTANCE				
	CUSTOMER		DEALER	
Signature		Signature _		
Printed Name		Printed Name		
Title		Date		
Date		_		



# Purchase Sales Order

# SOUTH DAKOTA >>> IOWA >>> NEBRASKA VISIT cbpnow.com >>> CALL 1.800.529.1950

The following terms and conditions shall apply to any equipment/software sold or maintenance services provided to Customer under this Agreement:

- 1. Acceptance. The product(s) will be deemed to have been accepted on the date of delivery.
- 2. Title and Security Interest. Century Business Products (CBP) shall retain title to the Equipment/Software listed on the previous page until purchase price is paid in full. Until tit to Customer, CBP shall have a purchase money security interest in the Equipment/Software, including all additions and replacements thereto and the proceeds thereof, to secure performance of all such obligations of Customer. Customer shall keep the Equipment/Software in good order and repair/maintain until the purchase price has been paid in full an promptly pay all taxes and assessments upon the Equipment/Software or use of the Equipment/Software.
- 3. Risk of Loss. Risk of loss or damage to the Equipment/Software shall pass to Customer upon delivery of the Equipment/Software (regardless of whether the purchase price has in full. Confiscation or destruction of, or damage to, the Equipment/Software shall not in any way effect the liability of Customer to pay the purchase price in full.
- **4. Payment.** Customer agrees to pay the purchase price for the Equipment/Software listed on the reverse side. The purchase shall be due thirty (30) days from installation. There added to the prices shown above and Customer agrees to pay the amount of any taxes resulting from this Agreement or any activities hereunder.

If the Customer fails to pay any charges when due and payable, Customer agrees that CBP will have the right and Customer will pay a late payment charge of 1.5% per month, but excess of the lawful maximum, on the unpaid balance.

- **5. Cancellation.** Customer may, prior to the installation date requested in this Agreement, cancel installation of any equipment/software, provided that CBP receives written notic thirty (30) days before such installation date.
- 6. Termination. CBP shall have the right to terminate this Agreement upon the occurrence of any one of the following:
- a. Customer assigns this Agreement, or any of its rights hereunder, without the prior written consent of CBP, such consent not to be unreasonably withheld. The word 'assign' incl without limiting the generality thereof, the transfer of a majority interest in Customer, or
- b. Customer shall neglect or fail to perform or observe any of its existing or future obligations to CBP, including without limiting the generality thereof, the timely payment of any CBP, or
- c. If any assignment is made of Customer's business for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of property, or if Customer is adjudicated as bankrupt.
- 7. Notices. All notices given by either party to the other under this Agreement shall be in writing.
- **8.** Damages. In no event shall CBP be liable for special, indirect or consequential damages in connection with or arising out of the furnishing, performance or use of any product c this agreement.
- 9. Governing Law. This contract shall be governed by and construed according to the laws of the State of South Dakota.
- **10. Modifications.** This contract may not be modified or terminated orally, and no modifications or termination nor any claimed waiver of any of the provisions hereof shall be bit unless in writing and signed by the party against whom such modification, termination or waiver is sought to be enforced.
- 11. Assignment. This Agreement is not assignable by Customer without written permission from CBP, such permission not to be unreasonably withheld, and any attempt by Customer without such permission shall be void.
- 12. Miscellaneous. This Agreement constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and communications between the parties relating to the subject matter of this Agreement, any prior course of dealing, custom or usage of trade or course of performance notwithsta

Customer represents that Customer is not relying on any oral or written representations or warranties not contained in this written Agreement. In the event Customer uses Custo purchase order form in connection with the ordering of the Equipment/Software, such order will be governed by the terms of this Agreement and any provision of such order for any manner differs from or is in addition to the provisions of this Agreement shall be of no force or effect. CBP's acceptance of such order is expressly made conditional on Custor assent to the terms of this Agreement. Any acknowledgments by Customer of this Agreement shall be limited to the terms of this Agreement, and any provision in such acknowle which in any manner differs from or is in addition to the provisions of this Agreement shall be of no force or effect.

All drawings, designs and techniques and improvements (whether patentable or unpatentable) made or conceived by CBP or its agents or employees in the fulfillment of this sale shall be the property of CBP and Customer agrees not to use for its own benefit or disclose to or use for the benefit of any other person any of such property.

Customer acknowledges that it has read this Agreement, and understands and agrees to all terms and conditions stated herein.



Signed x x

## **LEASE AGREEMENT**

greement No.	
Customer No.	Section 6 Item i.

LESSEE:	SUPPLIER:
Legal Name City of Deadwood Finance	Name Century Business Products, Inc.
Billing Address 108 Sherman St	Address PO Box 1838
City, State, Zip Deadwood, SD 57732	Address 1011 E 15th Street
Phone (605) 578-2600 Tax ID	City <b>Sioux Falls</b> State <b>SD</b> Zip <b>57101</b>
Equipment Location (if other than Billing Address)	Phone <b>605/335-7367</b> Web <u>www.cbpinc.biz</u> Fax <b>605/335-3551</b>
EQUIPMENT DESCRIPTION:	
Make and Model	Serial Number
SEE LEASE AGREEMENT ADDENDUM FO	DR ADDITIONAL EQUIPMENT (if applicable)
TRANSACTION TERMS:	PAYMENT OPTIONS:
Lease Payment \$120.33 Term 60 Months	Check Send your check to: PO Box 1838, Sioux Falls, SD 57101
Lease Payment \$120.33 Term 60 Months  (Plus Applicable Taxes)	☐ ACH Type: ☐ Checking ☐ Savings
The following additional payments are due on the date this Lease  SECURITY DEPOSIT NONE ADVANCE PMT \$ NONE	The undersigned hereby authorizes Century Business Leasing to electronically draft, via ACH, the amount indicated in this Lease Agreement from my (our) checking / savings accounts at the Bank listed below. This authority will continue until the Lease Agreement Transaction Terms have been satisfied. The Undersigned hereby certifies that they are duly authorized to execute this form on behalf of the above listed Lessee.  Authorized Signature:
PURCHASE OPTION AT END OF TERM:	Bank Name:
Fair Market S1 00 Buyout	Routing Number:
Value Buyout \$1.00 Buyout	Account #:
NOTES:	
	INVOICE OPTIONS:
	E-mail Invoice rmcgrath@cityofdeadwood.com
	Mail Invoice (E-mail Address)
ACCEPTED BY LESSEE:	
the Lessee, is in good operating condition and is accepted by Lessee for all purposes of t Lessee authorized Century Business Leasing, Inc. to pay the Equipment purchase price t	to the applicable vendor(s).
Print Name: X	Title:
Lessee Authorized Signature E-Mail Address:	Date:
PERSONAL GUARANTY:	
The undersigned guarantors jointly and severally unconditionally guarantee the promptoregoing Lease Agreement and all existing and future liabilities of the Lease to the Lessor shall not be required, first to (a) give guarantors notice at Lessee's default; (b) rediminishing this continuing guaranty. This is a guarantee of payment and not of collect execution of this guarantee is a material part of the consideration upon which Lessor an inducement to the Lessor to consummate the Lease Agreement.	ssor of every nature whatsoever. To enforce the liability of the guarantors hereunder. repossess the equipment or the terms of this Lease Agreement without defeating or tion. Impairment of collateral is not a defense. The Guarantors acknowledge that
Signed x X Print Name:	Date:
ACCEPTED BY CENTURY BUSINESS LEASING, INC.:	

Title:

CFO

Date:

Section	~	1+am	
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#### LEASE AGREEMENT

Agreement No.	Section 6 Item I.
Customer No.	

#### 1. TERMS AND CONDITIONS

In this agreement ("Lease"), "we", "our", and "us" refers to Century Business Leasing, Inc. as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

- 2. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date we accept/book the Lease ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date ("Base Term Commencement Date"), as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month until paid in full. The Base Term Commencement Date shall be the start of the Base Term of the Lease.
- **3. DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. Upon delivery and installation of the Equipment you agree to confirm to us in writing or by telephone verification your unconditional acceptance of the Equipment for purposes of this Lease. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will keep the Equipment at the above location and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.
- **4. INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
- 5. RETURN OF EQUIPMENT: Within ten (10) days following expiration of the term of this Lease, unless Lessee exercises its option, if any, to purchase the Equipment, Lessee will, at its expense, deliver such items of Equipment to Lessor's premises, or such other premises designated by Lessor in writing, for such disposition as Lessor may determine. The risk of loss shall remain with Lessee until the Equipment is so delivered to Lessor in the same manner. All Equipment so returned by Lessee to Lessor will be in the same condition as when originally delivered to Lessee, reasonable wear and tear resulting from authorized use thereof alone expected. Lessee shall continue to pay Lessor rent for any period of delay in redelivering the Equipment but notwithstanding this rental obligation, the Lease term does not continue and Lessee shall not acquire any additional rights in the Equipment.
- 6. LATE CHARGES: Any sums advanced by the Lessor until the preceding paragraph, from the date of such advance, shall bear interest at the maximum lawful contract rate applicable to Lessee under the laws of the state where the Equipment is located. Lessor may impose on each delinquent rental payment or other payment required under this Lease, a monthly late charge of \$5.00 or five percent (5%) of the amount of the rental delinquent, whichever is greater, but in no case more than the maximum lawful late payment charge. A rental payment or other payment required under this lease shall be considered delinquent ten (10) days after due date as directed in writing.
- 7. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSBILE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
- **8. INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with insurance, we may: (a) purchase such insurance and charge you the cost plus a fee, or (b) charge you with a monthly risk fee of 0.25% of the original Equipment cost, but in either case, you shall not be relieved of any obligations under this Lease.
- 9. OWNERSHIP AND TAXES: We own the Equipment and/or Software. You will pay, when due, all taxes, fines and penalties relating to the purchase, use leasing and/or ownership of the Equipment. For administrative purposes, unless we otherwise direct in writing, you will list Lessee as the owner of the Equipment for property tax purposes and file and pay when due any property taxes relating to the Equipment directly to the taxing authority and provide us with evidence of compliance. If we pay any taxes, fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You authorize us to file UCC financing statements and other documents we deem necessary to confirm our interest in the Equipment.
- 10. DEFAULT: If you or any guarantor do not pay us any amount within twenty (20) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 4%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.
- 11. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
- 12. ARTICLE 2A: You agree this Lease is a "financial lease" as defined in Article 2A of the Uniform Commercial Code. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.
- 13. CHOICE OF LAW: This Lease has been made and executed in Sioux Falls, South Dakota and in any action proceeding, or appeal on any matter related to or arising out of this Lease, the Lessor, Lessee and any Guarantor hereby consent to the personal jurisdiction of the State of South Dakota, and the Lessee and any Guarantor hereby agree that the Circuit Court for the Second Judicial Circuit, Minnehaha County, South Dakota shall be the exclusive jurisdiction for litigation involving any dispute concerning this Lease. Lessee consents to venue in and the jurisdiction of the South Dakota Circuit Court Second Judicial Circuit, Minnehaha County, South Dakota and expressly waives Lessee's or Guarantor's right to remove any action to federal court. Lessee agrees that South Dakota law, without regard to its choice of law provisions, shall govern the interpretation and enforcement of this lease and all other matters, claims and defenses related thereto.
- **14. ENTIRE AGREEMENT:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. A fax of the Lease with fax signatures may be treated as an original and will be admissible as evidence.
- 15. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquires that we deem necessary.

  16. IRREVOCABLE COMMERCIAL LEASE: This Lease is irrevocable by the Lesses for its full term and the rept payable shall not about a byte by reason of repossession.
- **16. IRREVOCABLE COMMERCIAL LEASE:** This Lease is irrevocable by the Lessee for its full term and the rent payable shall not abate by reason of repossession of the Equipment by Lessor or otherwise. Lessee warrants and represents that Lessee is leasing the Equipment for business and/or commercial purposes, and not for personal, family or household purposes.
- 17. WAIVER: To the extent permitted by law. Lessee waives any and all rights and remedies conferred upon a Lessee by SDCL § 57A-2A-508 through 57A-2A-522, including, without limitation, Lessee's rights to (a) cancel or repudiate the Lease, (b) reject or revoke acceptance of the leased property, (c) recover damages from Lessor for breach of warranty or for any other reason, (d) claim a security interest in any rejected property in the Lessee's possession or control, (e) deduct from rental payments all or any part of the claimed damages resulting from the Lessor's default under the Lease, (f) accept partial delivery of the leased property, (g) "cover" by making any purchase or lease of other property in substitution for property due from the Lessor, (h) recover from Lessor any general, special, incidental or consequential damages, for any reason whatsoever, and (i) specific performance, replevin or the like or any of the leased property. To the extent permitted by law, Lessee also waives any rights now or later conferred by statute or otherwise that may require Lessor to sell, re-lease or otherwise use or dispose of any of the leased property in mitigation of Lessor's damages as set forth in this agreement, or that may otherwise limit or modify any of Lessor's rights or remedies under the initial Lease.





# **MAINTENANCE AGRE**

Section 6 Item i.

SOUTH DAKOTA >>> IOWA >>> NEBRASKA
VISIT cbpnow.com >>> CALL 1.800.529.1950
S

Agreement Start Date:
Account Number:
Service Term:
12 Months
Sales Representative:
ADAM SMITH

BILL TO:

City of Deadwood Finance 108 Sherman St Deadwood, SD 57732 SHIP TO:

City of Deadwood Finance 108 Sherman St Deadwood, SD 57732

		Deadwood, S	DD 37732					Deadwood	, 30 37/32
Meter Co	ntact Phone:	(60	5) 578-2600		Meter Co	ontact Email:	rmc	grath@cityo	fdeadwood.com
Equip ID	Model	Serial I	Number	Meter Type	Start Meter	Base Charge	Copy/Print Allowance	Overage Charge	Meter Details
	MZ3501ci			BK		\$0.00	0	\$0.011	
				T1			0	\$0.0475	Tier 1 = 0-4% Color Fill
				T2			0	\$0.0675	Tier 2 = 4-7% Color Fill
				Т3			0	\$0.0875	Tier 3 = 7+% Color Fill
					Contract De	tails			
		Billing C	ycle				Agr	eement Cover	age
Base Billing			Overage Billing			Contract Plans			
<b>✓</b>	Monthly		<b>✓</b>	Monthly			Includes parts, lab included.	or, mileage, drum	s and toner. Paper and staples not
							iliciuueu.		
	Quarterly			Quarterl	У				
	Annual			Annual					
				Netw	ork Support A	Agreement			
Customer a	agrees to pay an ac	lditional <b>\$15.00 pe</b>	r month per device	e (MFP/prin	ter) for remote (p	hone and online) N	Network Support fo	r the devices cove	red under this Agreement. Network
Support Services	are conducted in a	ccordance with the	e Terms and Condit	ions set for	th in this Agreeme	ent and stated here	ein and on the reve	rse side of hereof.	
Numb	er of devices co	vered	0	Total m	onthly charge	\$0.00	Accept	ance	
	MFP networ	k related calls will	be billed to the cu	stomer at a	rate of \$160/hou	ır if the Network S	upport Agreement	option(above) is	Customer Initials
						oner Informa			
Customer acknow	vledges that they h	ave been sufficient						Misfeed Removal	Main Charge/Transfer Grid/Slit
•					•		• • •		ntract price (unless otherwise
			delivery, a minimung that may arise d				ount may be increa	sed due to travel o	listances. Customer understands
			,						Customer initials
						ent Coverage			
,	, ,				•				n the terms and conditions set forth renew in increments of one year
		-	-	•	•	•	•		ne back side of this Agreement are
	nitialed by an office								-
					ustomer Acce	ptance			
By signing this ag Authorized Signat		the terms and co	nditions on page tv	vo of this ag Printed Na			Title		Date
	<del>-</del>								<del>-</del>
			C	entury B	usiness Produ	ıcts Acceptanc	:e		
Authorized Signat	ture			Printed Na	ame		Title		Date

Section 6 Item i.

1. General Scope of Coverage: This Agreement covers adjustments, repair and replacement of parts as required by normal use of the equipment, subject to the exceptions in and in accordaterms and conditions. This Agreement does not cover charges for installation of equipment or de-installation of equipment if it is moved by Customer. Damage to the equipment or its parts a caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard paper or substandard supplies or other causes beyond the control of Products, Inc. (CBP) are not covered by this Agreement and may subject Customer to a surcharge or to cancellation of this Agreement. In addition, CBP may terminate the Agreement if the equipment is modified, damaged, altered or serviced by personnel other than CBP Authorized Personnel, or if parts, accessories or components not meeting machine specifications are fitted to the equipment. This Agreement does not cover charges for MFP Network related issues other than described in paragraph 3.

- 2. Service Calls: Service calls under this Agreement will be made during normal business hours, 8 a.m. to 5 p.m. Monday through Friday, at the installation address shown on the reverse side of this Agreement. Travel and labor time for service calls after normal business hours, on weekends and on holidays, if and when available, will be charged at the published overtime rates in effect at the time the service call is made. CBP representatives will not handle, disconnect or repair unauthorized attachments or components; Customer is responsible for disconnecting and reconnecting unauthorized attachments or components. Customer hereby indemnifies and holds CBP and its Representatives harmless for damages to or from any unauthorized parts, components, accessories or equipment resulting from service performed on CBP equipment Labor performed during a service call includes cleaning and maintenance of the equipment and the adjustment, repair or replacement of parts described below.
- 3. MFP Network Support Service Labor: If this option has been selected and paid for by the customer it includes all network labor directly related to the equipment listed on this agreement. "Network Service Labor" shall be defined as the following relating to scanning, printing, or other networked functions of the equipment: installing/updating drivers for existing and new workstations, resolve network related printing and scanning issues, resolve IP address conflicts, set-up/update job accounting or job boxes and troubleshooting as it relates to errors caused by the equipment (not the customer's network). Any services performed outside of the limits of the definitions above will be chargeable to the Customer at a rate of \$160/hour.
- 4. Repair and Replacement of Parts: All parts necessary to the operation of the equipment, due to normal wear and tear, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement. Freight, handling and fuel charges are INCLUDED in this Agreement.
- 5. Reconditioning: Rebuilding or major overhauls are not covered by this Agreement. In addition, when in its sole discretion CBP determines that a reconditioning is necessary, as a result of expected wear and tear of materials and age factors caused by normal office environment usage, in order to keep the equipment in working condition, CBP will submit to the Customer an estimate of needed repairs and their cost which will be in addition to the charge payable under this Agreement. If the Customer does not authorize such reconditioning, CBP may discontinue service of the equipment under this Agreement (refunding the unused portion of the maintenance charge) or may refuse to renew this Agreement upon its expiration. Thereafter, the CBP representative may make service available on a "Per Call" basis at the published rates in effect at the time of service.
- 6. Use of CBP Supplies: If the Customer uses other than CBP supplies and if such supplies are defective or unacceptable for use in CBP machines and cause abnormally frequent service calls or service problems, then CBP may, at its option, assess a surcharge or terminate this Agreement. In this event, the customer may be offered service on a Per Call basis based upon published rates.
- 7. Supply Inclusive Contracts: If supplies are included in the service provided under this Agreement, CBP will supply toner/ink. The agreement does not include consumable supply items such as paper and staples unless otherwise indicated on the front of this Agreement. Freight, handling and fuel charges are INCLUDED in this Agreement. Upon termination or cancelation of a supplies inclusive contract, customer must return any unused supply items provided by CBP under the agreement
- 8. Electrical: In order to insure optimum performance by the CBP equipment, it is recommended that specific models be plugged into a dedicated line, which must comply with manufacturer electrical specifications. These power standards are required by manufacturer specifications.
- 9. Charges: The initial non-refundable charge for maintenance under this Agreement shall be the amount set forth on the reverse side of this Agreement. The annual maintenance charge with respect to any renewal term, or second or third term of a multi-term agreement, will be the charge in effect at the time of renewal. CBP reserves the right to increase the Base Charge and Overage Charge of this agreement upon renewal or annually for a multi-year agreement. Customer shall pay all charges within 30 days of invoice date. Customer agrees to pay all court costs and any reasonable attorney's fees required by CBP to collect payment on this agreement. Interest will be charged at 1 ½ % per month on any unpaid balance. CBP reserves the right to withhold service or cancel this Agreement if a customer's account is over thirty (30) days delinquent. If equipment is moved beyond CBP's service territory, CBP reserves the right to cancel, or the Customer agrees to pay a fair and reasonable up-charge for the continued service, taking into account the distance to Customer's new location and the published rates of CBP for service on a "Per Call" basis.
- 10. Cancellation: This Agreement becomes effective upon the date indicated in the "Agreement Start Date" space, and shall continue for the term as specified on the face of this Agreement. This Agreement will automatically renew in increments of 12 months after the initial term has been reached. Customer may cancel by providing CBP a written intent to cancel 30 days prior to the end of the current term.
- 11. Event of Default and Termination: The occurrence of the following shall constitute an Event of Default: the Customer fails to pay any portion of the charges for maintenance as provided under the Agreement when due or Customer fails to duly perform any covenant, conditions, or term of this Agreement Upon the Event of Default, CBP may; (i) refuse to service the equipment, (ii) furnish service on C.O.D. "Per Call" basis based upon published rates in effect at the time of service; (iii) terminate this Agreement. Within 60 days of the expiration or termination of this Agreement, CBP shall submit to Customer an itemized invoice for any fees or expenses, including any Per Call fees, accrued under this Agreement. In the event customer terminates prior to the expiration of the current term of this agreement without cause, or in the event CBP terminates this agreement prior to the end of the term due to Customer's material breach, CBP will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not a penalty. Early termination charges are the greater of the following: a) billing period base charge times remaining billing periods remaining in the term, divided by two or b) average of the prior three billing periods' maintenance billing times the number of billing periods remaining in the term divided by two.
- 12. Indemnity: Customer shall indemnify, save and hold CBP, its affiliates, officers, directors, shareholders, employees, agents and representatives and their successors and assigns harmless from and against any liability, loss, cost, expense or damage whatsoever caused by reason of any breach of this Agreement by Customer or by reason of any injury whether to body, property, business, character or reputation sustained by CBP Parties or to any other person by reason of any act, neglect, omission or default by Customer. Customer shall defend any action to which this indemnity shall apply. In the event Customer fails to defend such action CBP may do so and recover from Customer in addition, all costs and expenses, including, without limitation, attorney's fees and disbursements, incurred by CBP in connection with actions taken by CBP or its representatives (i) to enforce any provision of this Agreement; (ii) to affect any payments or collections provided for herein; (iii) to institute, maintain, preserve enforce, and foreclose on CBP's security interest in or lien on the goods, whether through judicial proceedings or otherwise: or (IV) to defend or prosecute any proceedings arising out of or relating to any CBP transactions with Customer. The foregoing provisions of this Paragraph shall survive the termination or expiration of this Agreement
- 13. Full Agreement: This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and may not be added to, modified, supplemented or waived in any way except in writing signed by both parties (other than pricing changes provided for herein).
- 14. Successors and Assigns; Termination: This Agreement shall be binding on the parties hereto, their heirs, successors, and assigns. However, Customer may not assign this Agreement without the consent of CBP.
- 15. Separability of Provisions: Each provision of this Agreement shall be considered separable, and, if for any reason any provision that is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.
- 16. Jurisdiction: This Agreement shall be governed by and construed according to the laws of the State of South Dakota applicable to agreements wholly negotiated, executed and performed in the State of South Dakota
- 17. Hold Harmless: In no event shall CBP be liable for any damages whatsoever, including without limitation, special, incidental, consequential, or indirect damages for personal injury, loss of business profits, business interruption, and loss of business information arising out of or an inability to use this product. CBP is not liable for any claim made by a third party or made by Customer for a third party.
- 18. Force Majeure: CBP shall not be liable to Customer for any failure or delay caused by events beyond CBP's control, including, without limitation, Customers failure to furnish necessary information; sabotage; failure or delays in transportation or communication; boycotts; embargoes; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials, machinery, or equipment; technical failures; fire; storm; flood; earthquake; explosion; acts of the public enemy; war; riot; public disorder; epidemic; quarantine restrictions; acts of God; acts of any government or any quasi-governmental authority, instrumentally or agency.
- 19. NO WARRANTY: CBP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TECHNICAL COMPATABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.CUSTOMER AGREES THAT CBP IS NOT RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, THE LOSS OF USE OF THE EQUIPMENT.
- 20. Insurance: Customer shall obtain and maintain, at its own expense, insurance relating to claims for injury and/or property damage (including commercial general liability insurance) based on its use of the equipment, goods and machinery.

Prepared by: Quentin L. Riggins Gunderson, Palmer, Nelson, & Ashmore, LLP PO Box 8045 Rapid City, SD 57709 605-342-1078

#### TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into by and between **JENSMOOK**, **LLC** of 10 Lee Street, Deadwood, South Dakota 57732, herein after referred to as "**GRANTOR**," and **City of Deadwood**, a South Dakota municipality of 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "**GRANTEE**".

The real estate subject to this Temporary Construction Easement is legally described as follows:

Tracts A & B, being all of Lots 2, 3, 4 & 5 and a portion of Lots 1, 6 & 7 and vacated alley in Block 29, O.T., City of Deadwood, SW ¼ of Section 23, T5N, R3E, B.H.M., Lawrence County, South Dakota.

This easement shall include the right of ingress and egress over lands of Grantor to access the boundary of the property that surrounds the parking lot; and the right to use so much of the adjoining premises of Grantor during the construction and installation of a fence along the border of the property, and storage of construction equipment as may be required to permit the operation of construction machinery and equipment. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof and restore Grantor's property to its original condition or better, as of the date of this document.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting themselves, their heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction of the fence, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.

The fence, once completed, shall be maintained and kept in good repair by Grantor, their heirs and assigns, at their sole labor and expense.

The right, privilege, and easement granted by this Temporary Construction Easement will expire upon completion and inspection of construction, and the performance of the City of Deadwood as set out in this instrument, whichever is first.

Dated this day of	, 2025.
	GRANTOR JENSMOOK LLC
	By:
ACKNOWLEDGEMENT	Its:
STATE OF SOUTH DAKOTA ) SS ) COUNTY OF )	
	, 2025, before me personally appeared ho are described in, and who executed the within xecuted the same.
WITNESS my hand and official seal.	
(SEAL)	
N	Votary Public
N	My Commission Expires:

	GRANTEE
	CITY OF DEADWOOD
	Alea Struble, Mayor
STATE OF SOUTH DAKOTA ) SS )	
COUNTY OF LAWRENCE )	
On this	in the man 2025, he feet me man alle
	, in the year 2025, before me personally wood, to be the person who is described herein, and who edges to me that she executed the same
executed the within instrument and deknown	bages to me that she executed the same.
ATTEST	
Jessicca McKeown	
Finance Officer	

Prepared by: Quentin L. Riggins Gunderson, Palmer, Nelson, & Ashmore, LLP PO Box 8045 Rapid City, SD 57709 605-342-1078

#### TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into by and between **Twin City Fruit**, **LLC** of 205 6<sup>th</sup> Avenue SE, Suite 300, Aberdeen, South Dakota 57401, herein after referred to as "**GRANTOR**," and **City of Deadwood**, a South Dakota municipality of 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "**GRANTEE**".

The real estate subject to this Temporary Construction Easement is legally described as follows:

Tract A of Block 30, O.T. Deadwood; formerly Lots 36 thru 49, O.T. Deadwood, and Lot R-6B of the Deadwood Railroad Property, all of Block 30, City of Deadwood, Lawrence County, South Dakota.

This easement shall include the right of ingress and egress over lands of Grantor to access the boundary of the property that faces Sherman Street; and the right to use so much of the adjoining premises of Grantor during the construction and installation of a fence along the border of the property, and storage of construction equipment as may be required to permit the operation of construction machinery and equipment. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof and restore Grantor's property to its original condition or better, as of the date of this document.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting themselves, their heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction of the fence, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.

The fence, once completed, shall be maintained and kept in good repair by Grantor, their heirs and assigns, at their sole labor and expense.

The right, privilege, and easement granted by this Temporary Construction Easement will expire upon completion and inspection of construction, and the performance of the City of Deadwood as set out in this instrument, whichever is first.

Dated this day of	_ , 2025.
	GRANTOR TWIN CITY FRUIT LLC
	By:
ACKNOWLEDGEMENT	Its:
STATE OF SOUTH DAKOTA ) SS ) COUNTY OF )	
On this day of to be the persons instrument and acknowledge to me that they	, 2025, before me personally appeared who are described in, and who executed the within executed the same.
WITNESS my hand and official seal.	
(SEAL)	
	Notary Public
	My Commission Expires:

	GRANTEE CITY OF DEADWOOD
	Alea Struble, Mayor
	, ,
STATE OF SOUTH DAKOTA ) SS ) COUNTY OF LAWRENCE )	
On this day of appeared Alea Struble, Mayor, City of Deadwood executed the within instrument and acknowledge	, in the year 2025, before me personally d, to be the person who is described herein, and who es to me that she executed the same.
ATTEST	
Jessicca McKeown Finance Officer	

Prepared by: Quentin L. Riggins Gunderson, Palmer, Nelson, & Ashmore, LLP PO Box 8045 Rapid City, SD 57709 605-342-1078

#### TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into by and between **DBUH**, **LLC** of 2510 31<sup>st</sup> Street, Yankton, South Dakota 57078, herein after referred to as "**GRANTOR**," and **City of Deadwood**, a South Dakota municipality of 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "**GRANTEE**".

The real estate subject to this Temporary Construction Easement is legally described as follows:

Lot R-6A a subdivision of Lot R-6 of the Deadwood Railroad Property, located in a portion of Lots 50, 51, 52 & 53, Block 30, Original Townsite and a portion of Outlots 1 & 2, City of Deadwood, located in the SE ¼ of Section 23, T5N, R3E, B.H.M., Lawrence County, South Dakota.

This easement shall include the right of ingress and egress over lands of Grantor to access the boundary of the property that faces Sherman Street; and the right to use so much of the adjoining premises of Grantor during the construction and installation of a fence along the border of the property, and storage of construction equipment as may be required to permit the operation of construction machinery and equipment. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof and restore Grantor's property to its original condition or better, as of the date of this document.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting themselves, their heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction of the fence, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.

The fence, once completed, shall be maintained and kept in good repair by Grantor, their heirs and assigns, at their sole labor and expense.

The right, privilege, and easement granted by this Temporary Construction Easement will expire upon completion and inspection of construction, and the performance of the City of

Deadwood as set out in this instrument, w	whichever is first.
Dated this day of	, 2025.
	GRANTOR DBUH LLC
	By:
<u>ACKNOWLEDGEMENT</u>	Its:
STATE OF SOUTH DAKOTA ) SS ) COUNTY OF )	
On this day of to be the person instrument and acknowledge to me that the	, 2025, before me personally appeared as who are described in, and who executed the within ey executed the same.
WITNESS my hand and official sea	al.
(SEAL)	
	Notary Public
	My Commission Expires:

	GRANTEE
	CITY OF DEADWOOD
	Alea Struble, Mayor
STATE OF SOUTH DAKOTA ) SS )	
COUNTY OF LAWRENCE )	
COUNTY OF ENWICE )	
On this day of	, in the year 2025, before me personally
appeared Alea Struble, Mayor, City of Deady	wood, to be the person who is described herein, and who
executed the within instrument and acknowl	edges to me that she executed the same.
ATTEST	
Jessicca McKeown	
Finance Officer	

\$4,276.00

# HP Elite Mini 800s

Quote Number: Q75566

Prepared for Deadwood City Of-Finance

By Chris Bernard | ChrisBernard@goldenwest.com Valid until Thursday, December 4, 2025

Product

Quantity

Price Amount

HP Elite Mini 800 G9 Desktop
Computer - Intel Core i7 12th Gen
i7-12700T - vPro Technology - 16
GB - 512 GB SSD - Mini PC

Customer will pick up the pre-configured units.

\$2,160.00

# Delivery Address 🗷

102 Sherman St Deadwood, South Dakota 57732 United States

Subtotal	\$6,436.00
Shipping	\$20.00
Tax	\$0.00
Total	\$6,456.00
I have read and agree to Gold	den West Technologies Terms of Service
Acc	ept quote
Dec	line quote

54



**Paris Supply** 

QUOTE NUMBER: PRINT DATE:

101760 11/19/2025

124 Frazier Court - Unit #1 Georgetown, KY 40324 USA Phone: 859-567-0130

www.parissupply.com

#### **Ship from**

Paris Supply 124 Frazier Court Georgetown, KY 40324 USA

#### Ship to

City of Deadwood 102 Sherman St Deadwood, SD 57732 USA

Product ID	Description	Qty	Unit price	Subtotal
5531001	8 Foot DumperDogg® Steel Dump Insert	1	4,589.95	4,589.95
5531010	Black Steel Bolt-On Cab Guard for DumperDogg®	1	529.95	529.95
5531020	Black Steel Side-Wall Extension Kit for DumperDogg®	1	169.95	169.95
	FREE Freight	1		0.00
	Customer to provide tax exempt certificate upon order approval. Terms: Net 30	1		0.00
				5,289.85



People Committed to Quality Since 1936



**MANUFACTURING & DISTRIBUTION** 

18300 Central Avenue Carson, CA 90746-4008

Phone (800) 562-5377 Int'l Phone (323) 846-6700 Fax (800) 562-5399 Int'l Fax (323) 846-6800 quotes@lockers.com www.lockers.com

## **Locker Quotation**

Section 6 Item o.

Attention: JERAMY RUSSELL

20991 / RECREATION AND AQUATIC Reference:

*Customer #:* 237702 *Type:* 1 Date: 09/24/25

Thank you for the opportunity to submit this proposal.

#### **CUSTOMER:**

CITY OF DEADWOOD JERAMY RUSSELL 105 SHERMAN STREET DEADWOOD, SD 57732

PH: (605) 578-3729

#### SHIP TO:

CITY OF DEADWOOD JERAMY RUSSELL

DEADWOOD, SD 57732-1316

QTY.	MODEL#	DESCRIPTION (Give color, options or specification when required)	UNIT PRICE	TOTAL
16	31365MAH	DESIGNER WOOD LOCKER-SINGLE TIER-3 WIDE-6 FEET HIGH-15" DEEP-MAHOGANY	\$0.00	\$0.00
9	31165MAH	DESIGNER WOOD LOCKER-SINGLE TIER-1 WIDE-6 FEET HIGH-15" DEEP-MAHOGANY	\$0.00	\$0.00
4	32365MAH	DESIGNER WOOD LOCKER-DOUBLE TIER-3 WIDE-6 FEET HIGH-15" DEEP-MAHOGANY	\$0.00	\$0.00
8	32165MAH	DESIGNER WOOD LOCKER-DOUBLE TIER-1 WIDE-6 FEET HIGH-15" DEEP-MAHOGANY	\$0.00	\$0.00
9	33330MAH	SIDE PANEL-FOR 6 FEET HIGH-15" DEEP DESIGNER WOOD LOCKER-WITHOUT SLOPING HOOD-MAHOGANY	\$0.00	\$0.00
11	33347MAH	FLAT TOP FILLER-IN-LINE-FOR 15" DEEP DESIGNER WOOD LOCKER-MAHOGANY	\$0.00	\$0.00
6	33369MAH	FRONT FILLER-VERTICAL-9" WIDE FOR DESIGNER WOOD LOCKER-MAHOGANY	\$0.00	\$0.00
5	33367MAH	FRONT FILLER-VERTICAL-15" WIDE FOR DESIGNER WOOD LOCKER-MAHOGANY	\$0.00	\$0.00
See Loc	kers.com website for p	product specifications, terms and conditions. Quote valid for 30 days.	Sales Amt:	\$17,290.00
ТОТА	L:57 SNGL TIEI	R LOCKER COMPARTMENTS	Subtotal:	\$17,290.00
40 DB	L TIER LOCKE	R COMPARTMENTS	Sales Tax:	\$0.00
			Shipping:	\$4,200.00
		Submitted By MARIO GALLINAR	Total:	\$21,490.00
	To o	order, please complete the information below and submit to Salsbury Industries.		

IETH	IOD OF PAYMENT			
	Check or Money Order Enclosed		Total Order \$	
	Net 30 Days PO# (upon approved credit)			
	Credit Card Number	Expiration Date		-
	Cardholder Name	Authorized Signature _		5



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18300 Central Avenue

Carson, CA 90746-4008

Phone (800) 562-5377 Int'l Phone (323) 846-6700 Fax (800) 562-5399 Int'l Fax (323) 846-6800 quotes@lockers.com www.lockers.com

### **Locker Quotation**

Section 6 Item o.

Attention: JERAMY RUSSELL

Reference: 20991 / RECREATION AND AQUATIC

Customer #: 237702 Type: 1 Date: 09/24/25

Total:

\$21,490.00

Thank you for the opportunity to submit this proposal.

#### SHIP TO:

CITY OF DEADWOOD JERAMY RUSSELL

-

DEADWOOD, SD 57732-1316

#### CUSTOMER:

CITY OF DEADWOOD JERAMY RUSSELL 105 SHERMAN STREET DEADWOOD, SD 57732

PH: (605) 578-3729

QTY.	MODEL#	DESCRIPTION (Give color, options or specification when required)	UNIT PRICE	TOTAL
6	33337MAH	FLAT TOP FILLER-CORNER-FOR 15" DEEP DESIGNER WOOD LOCKER-MAHOGANY	\$0.00	\$0.00
6	33364	FRONT FILLER-VERTICAL-CORNER-FOR DESIGNER WOOD LOCKERS-BLAC	K \$0.00	\$0.00
97	33360	CUSTOM ENGRAVED NUMBER PLATE-FOR DESIGNER WOOD LOCKER DR	\$0.00	\$0.00
1	*	CONFIRM COLOR: GRY, BLU, BLK, MAP, CHE, MAH. QUOTED MAH	\$0.00	\$0.00
1	699	PRICE PER QUOTE - PROMOTIONAL PRICING	\$17,290.00	\$17,290.00

Sales Amt: \$17,290.00

TOTAL:57 SNGL TIER LOCKER COMPARTMENTS
40 DBL TIER LOCKER COMPARTMENTS
50.00

Sales Tax: \$0.00

Shipping: \$4,200.00

Submitted By MARIO GALLINAR

To order, please complete the information below and submit to Salsbury Industries.

ЛЕТН	OD OF PAYMENT			
	Check or Money Order Enclosed		Total Order \$	
	Net 30 Days PO# (upon approved credit)			
	Credit Card Number	Expiration Date		_
	Cardholder Name	Authorized Signature		5



#### **SALES QUOTE**

Quote Issued: 11/24/2025 Quote No. 7998504 Account No. 3272241

<u>Click Here To Place an Order Online</u>\*Pricing valid for 7 days from quote issue date. Subject to change based on product availability and/or market conditions.

#### **CUSTOMER INFORMATION**

**Account Name:** City of Deadwood - SD

Name: Jeramy Russell Address: 105 SHERMAN ST

DEADWOOD SOUTH DAKOTA 57732 Email: jeramy@cityofdeadwood.com

Phone: (605) 578-3729

Part#	Description	Shipping	Qty	Price	Extended
SPECIAL ITEM 1626465	SALSBURY 12"W SINGLE TIER DESIGNER WOOD LOCKER - 1 WIDE X 6'H X 15"D - MAHOGANY - HASPS *   *  Country of Origin:	TRUCK	9	\$247.75	\$2,229.75
SPECIAL ITEM1626464	SALSBURY 12"W SINGLE TIER DESIGNER WOOD LOCKER - 3 WIDE X 6'H X 15"D - MAHOGANY - HASPS *   *  Country of Origin:	TRUCK	16	\$681.32	\$10,901.12
SPECIAL ITEM1626466	SALSBURY 12"W DOUBLE TIER DESIGNER WOOD LOCKER - 3 WIDE X 6'H X 15"D - MAHOGANY - HASPS *   *	TRUCK	4	\$765.38	\$3,061.52

	Country of Origin :				
SPECIAL ITEM 1626467	SALSBURY 12"W DOUBLE TIER DESIGNER WOOD LOCKER - 1 WIDE X 6'H X 15"D - MAHOGANY - HASPS *   *	TRUCK	8	\$283.15	\$2,265.20
SPECIAL ITEM 1626468	Country of Origin:  SALSBURY FRONT FILLER - VERTICAL - 15"W FOR DESIGNER WOOD LOCKER - MAHOGANY *   *  Country of Origin:	TRUCK	5	\$137.15	\$685.75
SPECIAL ITEM <mark>1265031</mark>	1265031 SALSBURY FRONT FILLER - VERTICAL - 9"W FOR DESIGNER WOOD LOCKER - MAHOGANY *   *  Country of Origin:	TRUCK	9	\$110.00	\$990.00
SPECIAL ITEM1285491	SALSBURY FRONT FILLER - VERTICAL - CORNER - FOR DESIGNER WOOD LOCKERS - BLACK *   *  Country of Origin:	TRUCK	6	\$58.00	\$348.00
SPECIAL ITEM <mark>1511095</mark>	SALSBURY FLAT TOP FILLER - CORNER - FOR 15"D DESIGNER WOOD LOCKER €"  MAHOGANY *   *  Country of Origin:	TRUCK	6	\$71.00	\$426.00
SPECIAL ITEM1508592	SALSBURY SIDE PANEL - FOR 6'H - 15"D DESIGNER WOOD LOCKER - WITHOUT SLOPING HOOD - MAHOGANY *   *  Country of Origin:	TRUCK	9	\$122.00	\$1,098.00
SPECIAL ITEM1282187	SALSBURY CUSTOM ENGRAVED NUMBER PLATE - FOR DESIGNER WOOD LOCKER DOOR *   *  Country of Origin :	UPS GROUND	100	\$2.64	\$264.00

SPECIAL ITEM 1626550	SALSBURY FLAT TOP FILLER - IN-LINE - 15"W - FOR 15"D DESIGNER WOOD LOCKER - MAHOGANY *   *	TRUCK	11	\$55.00	\$605.00
	Country of Origin:				
Notes		Item	Total:	\$22,874.34	
STATE OF SOUTH DAKOTA CONTRACT 17913 FACILITIES MRO AND INDUSTRIAL SUPPLIES. *NOT APPLICABLE TO		TARLE TO	Tax:		
		Ship	ping:	\$2700.00	
			**To	tal:	\$25,674.34

\*

PLEASE NOTE: This Item is Not Returnable.

•

PLEASE NOTE: This Item is Not Cancellable.

\*\*

Applicable taxes and shipping charges will be added to invoice.

<u>Please be sure to review our terms and conditions, Shipping terms and conditions.</u>

Thank you for the opportunity to help with your needs. To place your order or further assistance please contact me.

Name:THOMAS MURATORI Address:11 HARBOR PARK DRIVE PORT WASHINGTON, NY 11050 Email:tmuratori@globalindustrial.com Phone: (516) 608-7423

Phone: (516) 608-7423 Fax: (516) 608-7552

11 Harbor Park Drive, Port Washington, N.Y. 11050 | Copyright © 2025 by Global Industrial. All Rights Reserved.

#### Help | Contact Us

This order is subject to Global Industrial's Terms & Conditions of Sale. Global Industrial objects to any other additional or different terms in your purchase order or acceptance

Section 6 Item q.

# OFFICE OF PLANNING, ZONING AND HISTORIC PRESERVATION

108 Sherman Street Telephone (605) 578-2082 Fax (605) 578-2084



#### Kevin Kuchenbecker Historic Preservation Officer

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

#### MEMORANDUM

**Date:** November 20, 2025

**To:** Deadwood City Commission

**From:** Kevin Kuchenbecker, Historic Preservation Officer **Re:** Printing of 2026 Community Calendar Cost Increase

The City Commission approved the quote from TDG Agency to print the 2026 Calendar at their October 13, 2025 meeting. Due to additional edits to the calendar before printing the original quote of \$5,400.00 was increased to \$5,658.34. The Historic Preservation half of the printing cost will now be \$2,829.17 to be paid out of the Public Education line item.

**Recommended Motion:** Move to increase Historic Preservation portion of the printing cost of the 2026 calendar from \$2,700.00 to \$2,829.17.00 to be paid out of the Public Education line item.

# DEADWOOD LITCTORV

150 Sherman St. Deadwood, SD 57732

Date	Invoice #
11/18/2025	32871

#### Bill To

Deadwood Historic Preservation Commission

ATTN: Kevin Kuchenbecker

108 Sherman St.

Deadwood, SD 57732

Description		Amount	
Reimburse for 2026 Calendar produced and printed by TDG- Invoice #18978			
	Total	\$2,829.17	
Any questions regarding this invoice may be directed to: April Hoover			



TDG Communications
PO Box 591
Deadwood, SD 57732
+16057227111
tera@tdg.agency

Invoice# 18978

BILL TO
DHI
Deadwood History Inc.
PO Box 252
Deadwood, SD 57732

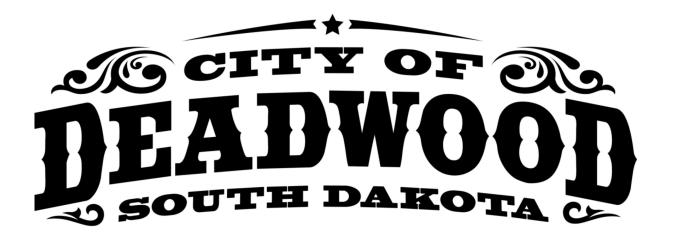
DATE 11/17/2025 PLEASE PAY \$0.00

DUE DATE 12/07/2025

DATE	ACTIVITY	DESCRIPTION	QTY/HRS	RATE	AMOUNT
	Artwork/Compu	Artwork/Computer Production- 2026 Deadwood Calendar	8	100.00	800.00T
	Services - Vendor Printing	Printing - 2026 Deadwood Calendar 2500 qty	1	4,528.00	4,528.00T
Credit Card Pr	rocessing	BTOTAL			5,328.00 330.34
Payments \$1 Payments \$1, Fee will be as		DE. TOTAL PAYMENT			5,658.34 5,658.34
Pay invoice		TOTAL DUE			\$0.00

THANK YOU.

Approved 2700.00 10/13/25 Public Education



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

Winter's Fat Classic 2026

#### Instructions:

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

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	EVENT INFORM	<b>NATION</b>		
Type of Event:  Run Walk Bik  Street Fair Triathlon Oth  WINTER'S FAT CLASSIC  Event Title:	er	Bike Race [	Parade	Concert
Event Date(s): FEB 14, 2026 (month, day, year)		ipated Attendan	150 ce:	
(month, day, year)	day, year) 120 <b>(# of <u>Participants</u></b>			
Actual Event Hours: (from):	tor's Center and De	eadwood Mickel		
Location / Staging Area:	 I/26		 1600	
Set up/assembly/construction Date:  Please describe the scope of your setup /				AM / PM
Dismantle Date:  List any street(s) requiring closure as a reand time of re-opening:  Deadwood Main Street on 02/14/26 fro  Any request involving 25 or less mote Deadwood Street.  Any request involving 25-50 motor with will not require street closure.  Any request involving 50 or more velocities or more velocities.	esult of this event. In m 1630 to 1745 or or vehicles will utilize Dehicles (not including micles (which would req	until all riders had eadwood Street an notorcycles) - will p	ne(s), day, date ave reached th ad will be barricad ark on the north s	and time of closing ne trailhead.  led at both ends of side of Main Street,
APPLICANT AND SPO	ONSORING ORG	GANIZATION	I INFORMA	TION
Commercial (for profit)  Sponsoring Organization:  Chief Officer of Organization (NAME):  Winter's Fat C	Classic, LLC bert Cota		Noncommer	cial (nonprofit)
Robert Cota Applicant (NAME):		_ Business Phon	605 639 e: ( )	9-1309
232 W Michigan St Address:	Spearfis		SD SD	57783
605 639-1309	Evening Phone: (	(city)	(state) Fax #: (	(zip code)
Please list any professional event organia	zer or event service	<b>provider</b> hired b	y you that is au	thorized to work on

your behalf to produce this event.

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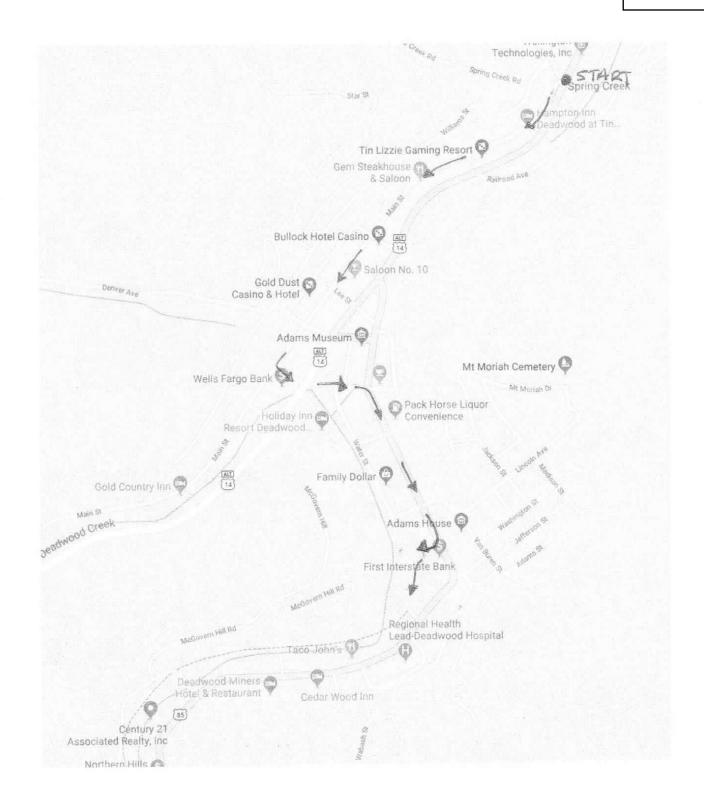
Na	me: _			
Ad	dress:			
		(city)	(state)	(zip code)
Contact pers	on " <b>o</b> ı	Robert Cota  site" day of event or facility use	605- Pager/Cell #:	639-1309
(Note: This	pers	on must be in attendance for the duration of the event and i	mmediately availab	le to city officials)
REQUIRED:		Attach a written communication from the Chief Officer of applicant or professional event organizer to apply for this S	-	
		FEES / PROCEEDS / REPORTIN	IG	
NO V	YES	Is your organization a "Tax Exempt, nonprofit" organization your IRS 501C Tax Exemption Letter to this Special Event Percentifying your current tax exempt, nonprofit status).	· ·	• •
	V	Are admission, entry, vendor or participant fees required? I and provide amount(s).:	f <b>YES</b> , please explai	n the purpose
		A fee was paid prior to event start to participate in the	race.	

# 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:

We would like the race to begin at the Deadwood Arch by the visitor's center in Deadwood, SD at 5:00pm. We will only have bicycles and a few volunteers with vehicles within the roundabout of the parking area. From the arch, racers will have a police escort onto historic Main Street towards the Mickelson Trailhead parking lot. Riders will take Main St and then turn left onto Pine St. They will turn right onto CanAm Hwy, then right just before First Interstate Bank into the main entrance for the Michelson Trailhead (we want to avoid going onto Water St as participants had flat tires navigating that area and were not allowed to continue the race). Riders will then ride across the parking lot to the trailhead where racing begins. They will also finish on the Mickelson Trailhead west of the Comfort Inn & Suites. There will be volunteers, racers' family and friends, and minimal vehicles at the finish line.

Updated 12/2017



# **OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

NO V	YES	Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please provide your liquor liability insurance information to the last page of this application.
V		Will items or services be sold at the event? If <b>YES</b> , please describe:
NO	YES	Does this event involve a moving route of any kind along streets, sidewalks or highways? If <b>YES</b> attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.
V		Does this event involve a fixed venue site? If <b>YES</b> , attach a detailed site map showing all streets impacted by the event.
		e route map required above, please attach a diagram showing the overall lay-out and set-up following items:
>	Alcohol	ic and Non-alcoholic Concession and / or Beer Garden Areas.
>	Food Co	oncession 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 Aic	Facilities and Ambulance locations.
>	Tables a	and Chairs.
>	Fencing	, Barriers and / or Barricades.
>	Genera	cor Locations and / or Source of Electricity.
>	Canopie	es or Tent Locations.
>	Booths,	Exhibits, Displays or Enclosures.
>	Scaffold	ling, Bleachers, Platforms, Stages, Grandstands or Related Structures.
>	Vehicles	s and / or Trailers.
>	Trash Co	ontainers and Dumpsters.

Updated 12/2017

(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 Describe your plan for clean-up and removal of w			cility:		
We will have volunteers to help with cleanup	at the start/finish lines	ş.			
Other Related Event Components not co	vered above.				
SAFETY / SE	CURITY / ACCESS	SIBILITY			
Please describe your procedures for both <b>Crowd</b> We will have ~50 spectators or less at the stathe finish line. They will be confined to these	art of the race and pos		ittently at		
Please describe your Accessibility Plan for access Both the Welcome Center and the Michelson	at your event by indivic Trailhead are access	uals with disabilities: ible for individuals with disabili	ities.		
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 <b>YES</b> , please list:	, -				
Security Organization:					
Security Organization Address:					
(city)	(state)	(zip code)			
Security Director (Name):	Business phone:				
Is this a night event? If <b>YES</b> , plot to ensure the safety of the participants and spect		nt and surrounding area will be ill	luminated		
The City of Deadwood is well lit, including the	e trailhead. All racers	are required to wear front head	d lighting.		
Please indicate what arrangements you have made	de for providing <b>First Ai</b>	d Staffing and Equipment?			
Number Ambulance(s) – How	v provided?				
Number Emergency Medical	Technicians – How prov	vided?			

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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: rc

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: rc

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

Please describe your plans to notify all residents, businesses and churches impacted by the event: The event will be listed on the Calendar of Upcoming Events in the City of Deadwood.

**ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES** 

V

NO	YES	
V		Are there any <b>musical entertainment</b> features related to your event or facilities rental? If <b>YES</b> , please state the number of bands and type of music.
Numbe	er of Stag	es: Number of Bands:
Type o	f Music:	
V		Will <b>sound amplification</b> be used?  If <b>YES</b> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
V		Will <b>sound checks</b> be conducted prior to the event?  If <u>YES</u> , please indicate: Start Time: AM / PM – Finish Time: AM / PM  Please describe the sound equipment that will be used for your event:

permit (issued by the State Fire Marshall's office) to this application.

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Will any fireworks, rockets or other pyrotechnics be used? If YES, please attach a copy of your

<u>~</u>	Ш	Will any signs, banners, dec	orations or special li	ghting be used?	If <b>YES</b> , please	e describe:	
	.=					=:0.1	
PROMO	OTIO	N / ADVERTISING / N	MARKETING / I	NTERNET IN	NFORMA	TION	
NO	YES						
	V	Will this event be promoted We will promote the race dirtychain.co.					
V		Will there be any live media	a coverage during you	ur event? If <b>YES</b>	, please expl	ain:	
	V	Applicant acknowledges and referral telephone numbers in the City of Deadwood. If provide the Internet addres	on the internet in co you have a home pa	onjunction with t ge and want us t	:he Calendar	of Upcoming Events	
F	Refer all event public inquiries and / or media inquiries for this event to:  Robert Cota  NAME:						
		INSUF	RANCE REQUIR	EMENTS			
					Rick Elle		
Rusiness P	hone	605-642-5873	Policy Number		Policy Ty	vne:	
		N Main St, Suite 10			SD	57783	
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: <u>City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732</u>.

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#### LIQUOR LIABILITY INSURANCE

REQUIRED: This insurance coverage is required if you are planning to sell alcoholic beverages at your event or facilities rental. Name of Insurance Company: Agent's Name: Business Phone: \_\_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_ Address: \_\_\_\_\_ \_\_\_\_ (city) (state) 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. Robert or Wendy Cota Name of Applicant (PRINT): \_\_\_\_\_ Title: \_\_\_\_\_ 10/04/25 (Signature of Professional Event Organizer

or Renter of City-owned Facilities)

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#### CITY OF DEADWOOD ORDINANCE 1437

#### ADOPTING SECTION 10.12.048, UNATTACHED TRAILERS

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

**SECTION 1:** <u>ADOPTION</u> "10.12.048 Unattached Trailers" of the Deadwood Municipal Code is hereby *added* as follows:

#### ADOPTION

10.12.048 Unattached Trailers(Added)

No person shall park or allow to be parked any trailer that is not connected to a vehicle designed to convey it on a public right-of-way or city lots with the following exceptions:

- A. As provided in chapter(s) 12.50 and 5.06;
- B. Parking areas designated for trailer parking by the Parking and Transportation Committee for a period not to exceed seven days;
- C. With a valid permit issued by the Parking and Transportation Director or designee, which may not exceed seven days and shall not be issued on a residential street, and the fee for which is set by resolution of the city commission;
- D. Or with the permission of the Parking and Transportation Director or designee.
- E. No campers parked under the provisions of this chapter may be used for the purpose of camping or sleeping.

**SECTION 2: EFFECTIVE DATE** This Ordinance shall be in full force and effect from December 24, 2025 and after the required approval and publication according to law.

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

#### CITY OF DEADWOOD ORDINANCE 1439

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

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

#### **AMENDMENT**

#### 15.01.060 Fee Schedule

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

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

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

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

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

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

#### CITY OF DEADWOOD ORDINANCE 1440

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

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

#### **AMENDMENT**

#### 3.20.310 Boundaries

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

Ι.

Branch House - 37 Sherman Street

Bullock Hospitality - 633-635 Main Street

Celebrity Hotel - 629 Main Street

Deadwood Gulch Gaming Resort - 304 Cliff Street

Deadwood Miners - 137 Charles Street

Deadwood Mountain Grand - 1906 Deadwood Mtn Dr.

Doubletree By Hilton - 360 Main Street

Dragon Belly LLC/Tucker Inn - 771 Main Street

First Gold Hotel/Travelodge - 270 Main Street

Four Points Hotel - 575 Main Street

Franklin Hotel - 709 Main Street

Gold Country Inn - 801 Main Street

Gold Dust Hotel/Pineview - 23 Lee Street

Hampton Inn at Tin Lizzie - 555 Main Street

Holiday Inn Express - 22 Lee Street

Iron Horse Inn - 27 Deadwood Street

Landmark Hotel and Casino - 53 Sherman Street

Lodge at Deadwood - 100 Pine Crest Lane

Nugget Saloon LLC/First Deadwood Cottages - 388 Main Street

Nugget Saloon LLC/First Deadwood Cottages - 390 Main Street

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

Optima, LLC/First Deadwood Cottages - 388 Main Street

Rocksino by Hard Rock - 685 Main Street

SpringHill Suites by Marriott - 322 Main Street

Tru by Hilton - 372 Main Street

2. Non-transient commercial property owners.

Berg Jewelry and Gift - 650 Main Street

Black Hills Novelty, LLC/AG Trucano - 69 Sherman

Deadwood Harley - 681 Main Street

Deadwood Rentals - 36 Water Street

Jacobs Gallery - 670 Main Street

JVK Holdings/Beef Jerky Experience - 596 Main Street

Madame Peacock's - 638 Main Street

Midnight Star - 677 Main Street

Patchstop, LLC - 666 Main Street

Pink Door 629 - 629 Main Street F

Real Properties of Lead Deadwood - 11 Charles Street

Saloon No. 10 - 657 Main Street

The Bank Hotel Deadwood - 696 Main Street

West River Whiskey Company, LLC - 644 Main Street

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

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

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

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

#### ORDINANCE NUMBER 1441 SUPPLEMENTAL BUDGET APPROPRIATION #7 FOR 2025

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

#### **FUND 0101 GENERAL FUND**

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

Source of Revenue: Unexpended Cash

<b>Building Inspection Salaries</b>	\$ 6	5,000.00
Building Inspection OASI	\$	500.00
Building Inspection Retirement	\$	200.00

Source of Revenue: Unexpected Cash

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

Source of Revenue: Unexpected Cash

Police Repairs \$6,000.00

Source of Revenue: Insurance Proceeds less deductible

Finance – Salaries \$60,000.00

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

 Streets Salaries
 \$ 30,000.00

 Street OASI
 \$ 2,300.00

 Streets Retirement
 \$ 1,000.00

**Budget Reallocation from Streets Buildings** 

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

Professional Services \$ 6,000.00

**Budget Reallocation from Library Salaries** 

#### FUND 0209 BED & BOOZE FUND

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

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

Source of Revenue: Additional BID Revenue Received

#### FUND 0610 PARKING & TRANSPORTATION FUND

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

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

Source of Revenue: Property Tax Proceeds

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

CITY OF DEADWOOD

Charlie Struble-Mook, Mayor

ATTEST: Jessicca McKeown, Finance Officer

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

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

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

FINANCE

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees and other designations effective for the 206 year, replaces Resolution 2023-19. All utility rates will be effective January 1, 2026. All other rates will be effective upon passing of resolution.

FINANCE	
Business Licenses:	
New License	\$100.00
Annual Renewal(s)	\$20.00
Special Alcohol License	
NSF charges maximum allo	owed by SDCL 57A-3-421
FIRE DEPARTMENT:	
Fire Report	\$10.00
POLICE DEPARTMENT:	
Police Report	\$10.00
Animal Impound Fees:	
First Impoundment	\$35.00
Second Impoundment	
Third and Subsequent Impoundment	
Animal License:	
Dog or cat, spayed or neutered	\$5.00
Dog or cat, unsprayed or neutered	\$10.00
Golf Cart Permit	
Fleet permits:	
0-2 vehicles per year	\$500.00
3-5 vehicles per year	\$1,000.00
6-10 vehicles per year	\$1,500.00
Annual for each vehicle after 10	\$150.00
6-month permit per vehicle	\$250.00
Daily fleet	SDCL 10.12.011
Pawn Broker	· · · · · · · · · · · · · · · · · · ·
Horse Drawn Vehicles-limited to two	\$150.00
Taxi License:	
Limit five, maximum twenty vehicles	
Each additional Taxi	<del>\$200.00</del>

#### **PLANNING & ZONING:**

Mobile Food & Beverage Vending Permit:	
Application Fee	
Annual (Calendar year) Non-Event	
Events Only (City Recognized Events)	
Mobile Food and Beverage Vending Permit	\$160.00
Signs:	
Banner Fee	\$250.00 per event/per hanner
Sign Permit Fee	* *
Sign I clinit I cc	Ψ200.00
Short Term Rentals (Annually per physical address):	
Vacation Home Establishments	\$250.00 Base Rate plus \$100.00 per bedroom
Bed and Breakfast Establishments	
Specialty Resort Establishments	\$250.00 Base Rate plus \$100.00 per bedroom
Zoning Fees:	<b>4.7</b> 00.00
Change of Zoning	
Conditional Use Permit	
Plat Fee per Lot	\$200.00
Subdivision per lot	\$200.00
Variance	
Vending (temporary) 60-day notice required:	
Outside (14 days)	
Inside (14 days)	\$250.00
Convention Center (January – December)	\$1,500.00
Building & Contractor Fees:	
Contractor License:	
	\$100.00
Renewal license (before February 15 <sup>th</sup> )	
Violation for Contractor operating without a lie	
Demolition Permit	φ250.00
Assessed value of structure	Fee Schedule in chanter 15 01 060
A 100000000 value of structure	15. Defication in chapter 15.01.000

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

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

#### Other inspections and fees:

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

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

#### Grading Fee:

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

2026 Fee Schedule Effective 1/1/2026 Page 3 of 10

#### **CEMETERIES**:

Oakridge:	
Adult Plot, Burial Fees Space, excluding recording fee	\$ <del>300.00</del> \$400.00
For perpetual care (mandatory) excluding tax	
Baby Plot, Burial Fees Space, excluding recording fee	\$200.00
For perpetual care (mandatory) excluding tax	<mark>. \$300.00</mark> \$350.00
Mt. Moriah:	
General Admissions:	
Individuals over 12	\$2.00
Individuals 12 and under	free
Tourist Conveyance License (up to 2 licenses issued):	
Renewal Deposit (Due by February 1 <sup>st</sup> )	\$250.00
Annual License (May 1 to October 31)	\$750.00
Monthly minimum admissions to Mt. Moriah Cemetery (6 months)	\$1,500.00
Mt. Moriah Cemetery Admission for each passenger with Conveyance License	
Individuals over 12	\$2.00
Individuals 12 and under	

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

Membership Rates:	Daily	Monthly	Quarterly	Six month	Annual
Family (Parents & Kids	<del>\$16.00</del>	<del>\$35.00</del>	<del>\$85.00</del>	<del>\$155.00</del>	<del>\$275.00</del>
Grade 12 & Under)	\$17.00	\$37.00	<mark>\$89.00</mark>	\$163.00	\$289.00
Single Adult (19-54)	<del>\$10.00</del>	<del>\$25.00</del>	<del>\$58.00</del>	<del>\$90.00</del>	<del>\$152.00</del>
	<b>\$11.00</b>	<mark>\$26.00</mark>	<mark>\$61.00</mark>	<mark>\$95.00</mark>	<mark>\$160.00</mark>
Child/ <mark>Senior</mark> (0-12 <mark>&amp; 55+)</mark>	\$5.00	<del>\$15.00</del>	<del>\$32.00</del>	<del>\$53.00</del>	<del>\$98.00</del>
		<mark>\$16.00</mark>	<mark>\$34.00</mark>	<mark>\$56.00</mark>	\$103.00
-Student Rate*	\$7.00	<del>\$20.00</del>	<del>\$35.00</del>	<del>\$60.00</del>	<del>\$100.00</del>
High School Student (13-		<b>\$21.00</b>	<b>\$37.00</b>	<mark>\$63.00</mark>	<b>\$105.00</b>
18)					
<del>Senior (55+)</del>	<del>\$5.00</del>	<del>\$15.00</del>	<del>\$32.00</del>	<del>\$53.00</del>	<del>\$98.00</del>
Corporate Family	n/a	<del>\$30.00</del>	<del>\$75.00</del>	<del>\$145.00</del>	<del>\$265.00</del>
		<b>\$32.00</b>	\$79.00	\$152.00	\$278.00
Corporate Adult	n/a	<del>\$20.00</del>	<del>\$48.00</del>	<del>\$75.00</del>	<del>\$128.00</del>
		<b>\$21.00</b>	\$50.00	<mark>\$79.00</mark>	<b>\$134.00</b>
Youth Organization Swim					
Rate *	\$2.00	n/a	n/a	n/a	n/a

Key Cards - \$5.00

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

#### **EVENTS:**

#### **Deadwood Event Complex:**

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

Administrative Fee	\$250.00
Event Complex Cleaning/Trash Removal Fee	\$250.00 Per Day
Cleaning Ferguson Field or Baseball Field Bathrooms	\$125.00 Per Day
Streaming Fee	\$200.00 Per Day If Used
Pyrotech Application Fee	\$100.00
Water Usage fee	\$50.00 per event

#### Special Event:

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

#### **Deadwood Event Complex Ticketed Events on City Property:**

#### **Outlaw Square Ticketed Events on City Property:**

#### **GENERAL:**

#### **ADMINISTRATIVE CITATION\*:**

F	irst Citation	\$100.00 (generally issued after warning)
		\$200.00 (within rolling 12-month period)
		\$300.00 (within rolling 12-month period)

<sup>\*</sup> Does not include matters pursued in court.

<sup>\*</sup> Citations shall be daily.

#### **PARKING**:

	Within	After	After	After
Parking Violations*	15 Days	15 Days	30 Days	45 Days
Parking Meter Violation				
8am-10pm 7 Days/week	\$20.00	\$30.00	\$50.00	\$75.00
Broadway Ramp Violation 24/7	\$25.00	\$35.00	\$60.00	\$100.00
Blocking Driveway	\$35.00	\$45.00	\$70.00	\$110.00
No Parking Area	\$35.00	\$45.00	\$70.00	\$110.00
No Parking - Blocking Crosswalk/Side	walk \$35.00	\$45.00	\$70.00	\$110.00
Recreation Center Parking Only	\$35.00	\$45.00	\$70.00	\$110.00
Yellow Marked Area	\$35.00	\$45.00	\$70.00	\$110.00
Permit Parking Only	\$50.00	\$70.00	\$90.00	\$100.00
Residential Parking Only	\$35.00	\$45.00	\$70.00	\$110.00
Dead Storage Over 24 Hrs.	\$35.00	\$45.00	\$70.00	\$110.00
Snow Removal/Street Cleaning	\$35.00	\$45.00	\$70.00	\$110.00
Parking in Unloading Zone	\$35.00	\$45.00	\$70.00	\$110.00
Motorcycle/Participant Only	\$20.00	\$30.00	\$50.00	\$75.00
Fire Hydrant Encroachment	\$35.00	\$45.00	\$70.00	\$110.00
Red Zone	\$100.00	\$140.00	\$180.00	\$200.00
Parked Against Traffic	\$35.00	\$45.00	\$70.00	\$110.00
Handicapped Parking Only	\$100.00	\$140.00	\$180.00	\$200.00
Mickelson Trail Use Only	\$100.00	\$140.00	\$180.00	\$200.00
Purple Heart Recipient Parking Only	\$100.00	\$140.00	\$180.00	\$200.00
Immobilization Fee	\$200.00	\$220.00	\$250.00	\$300.00
Detached or Unattended Trailer	\$75.00	\$115.00	\$155.00	\$175.00
V:1			ф1	00
Kiosks				
Kiosks Lower Main Street				
Flat Rate Parking lots				
Trailer Parking Permit (All Lots except Tow and Storage Fee	Deadwood Hil	1)	\$10.00 I	or 24 hours
*After 45 Days Violations will be ser			3.00 + \$23.00/1	or 24 nours
After 45 Days Violations witt be ser	и ю а сопесио	n agency		
Broadway Parking Facility:				
Daily Rates:				
October 1 <sup>st</sup> – April 30 <sup>th</sup>			\$5,00 f	for 24 hours
May 1 <sup>st</sup> – September 30 <sup>th</sup>	•••••	• • • • • • • • • • • • • • • • • • • •	\$10.00 f	or 24 hours
Special Event Weekends**				
**Per City Commission Approved A				01 24 H0u18
Ter City Commission Approved Is	mnan Speciai L	zvem Resolution	ı	
Lease Rates:*				
Commercial Daily Rate (7 day m	aximum)			\$15.00/day
Commercial Annual lease 1-25 s	paces		\$12	5.00/month
Daily Space Lease				\$20.00/Day
*26 + spaces will need review ar	nd negotiation b	y the Parking &	& Transportatio	on Committee

Overnight Validation Permit Side Streets Employee Parking Permit Broadway Ramp Permit		\$25.00/month
TROLLEY: Fares Trolley Tokens All day pass Convention pass Private Party Rental: Basic Rental Non-Profit Organization Rental Educational Rental Punch card pass for 12 rides	\$120 for first hour/\$60 \$60 for first hour/\$60 \$60 for first hour/\$60	\$2.00 \$8.00/pass \$5.00/pass each additional hour each additional hour
Group Rates:*  0 – 25 members	group, rides would be unlimited	\$200.00 \$300.00 \$400.00 \$100.00
Paratransit Services:* Deadwood to Deadwood Deadwood to Lead Deadwood to Spearfish. Deadwood to Sturgis/Ft Meade Deadwood to Rapid City *For Deadwood (city limits) residents (exceedings)	No Charge No Charge \$10.00 per trip \$10.00 per trip \$15.00 per trip	Passengers Under 60 \$2.50 per trip \$2.50 per trip \$10.00 per trip \$10.00 per trip \$15.00 per trip
PUBLIC WORKS: Nuisance/Labor Charges: Administrative Fee	) incurred by the City may app	\$150.00/hour/employee \$150.00/hour/employee \$200.00/hour/employee \$150.00/hour/employee \$300.00/hour/employee

Temporary/Portable Water Meters:	
Rental Fee (First Month)	\$100.00
	\$50.00
Water Usage Rate	Billed according to commercial fee schedule below
Replacement Meter	actual cost +10% administration fee
Tent Rental with Approved Special Event:	
	\$200.00
	\$400.00
	\$600.00
UTILITIES: Water:	
	nd charge\$28.40 Monthly
	demand charge\$48.40 Monthly
	ardless of water usage; water usage charged as follows:
for an accounts, whether on or on, reg	articss of water usage, water usage charged as follows.
Water Usage	Water Rate
0 - 4,999 gallons	\$2.10/1,000 gallons
5,000 - 9,999 gallons	\$2.55/1,000 gallons
10,000 - 19,999 gallons	\$3.20/1,000 gallons
20,000 - 49,999 gallons	\$3.85/1,000 gallons
50,000 and over gallons	\$5.00/1,000 gallons

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

Meter Size	Cost
1 inch or less	<del>\$63.00</del> \$68.00
1.5 inch	<del>\$85.00</del> \$95.00
2 inch	<del>\$140.00</del> \$150.00
3 inch	<del>\$215.00</del> \$225.00
4 inch	<del>\$275.00</del> \$285.00
6 inch	<del>\$400.00</del> \$410.00
8 inch	<del>\$550.00</del> \$560.00

#### C with commercial water usage rates as follows:

Water Usage	Water Rate
0 - 9,999 gallons	<del>\$6.15</del> <b>\$6.40</b> /1,000 gallons
10,000 - 49,999 gallons	<del>\$8.25</del> \$8.60/1,000 gallons
50,000 and over gallons	\$9.35 \$9.75/1,000 gallons

#### Waste water:

Residential......\$5.00 per month
Commercial one (1) inch or less meter ........................\$20.00 per month
Commercial meter greater than one (1) inch .....\$40.00 per month plus \$0.0005 per gallon of water
used/per month

#### Garbage/Recycling Service:

Commercial accounts: Responsible for own garbage removal.

#### Sanitary Sewer Tap Fee:

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

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

1" Tap	\$1,500.00
2" Tap	
4" Tap	
6" Tap	
8" Tap	
10" Tap	\$48,000.00

Dated this 1st day of December, 2025.

Charlie Struble-Mook, Mayor

ATTEST:

Jessicca McKeown, Finance Officer

#### **RESOLUTION 2025-28**

### ACCEPTANCE OF IRREVOCABLE OFFER OF DEDICATION OF IMPROVEMENTS

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

All of the roadway lighting, water distribution system pipe, fittings, valves, curb stops, and hydrants; all of the sewer collection main line pipe and manholes; all of the storm sewer collection system pipe and catch basins; located within Dedicated Public Right of Way (Mystery Wagon and Palisades Stone Street) of Palisades Tract of Deadwood Stage Run Addition all located in the SW ½ of Section 14, the SE ¼ of Section 15, the NE ¼ NE ¼ of Section 22, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota as shown on Plat Documents 2025-03433 and 2025-\_\_\_\_\_ recorded with the Lawrence County Register of Deeds

-AND-

Booster Station Lot, Block 4 of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood all located in the SW  $\frac{1}{4}$  of Section 14, the SE  $\frac{1}{4}$  of Section 15, the NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 22 and the N  $\frac{1}{2}$  NW  $\frac{1}{4}$  of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota as shown on Plat Document 2025-\_\_\_\_ recorded with the Lawrence County Register of Deeds

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

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

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

Adopted this 1st day of December 2025.		
	Alea Struble, Mayor	
ATTEST:  Jessicca McKeown, Finance Officer		

# IRREVOCABLE OFFER OF DEDICATION OF IMPROVEMENTS

The owner(s) hereby irrevocably offer for dedication to the City of Deadwood, South Dakota, for the use of the general public in perpetuity, the following described improvements, to wit:

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

-AND-

Booster Station Lot, Block 4 of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood all located in the SW  $^{1}$ 4 of Section 14, the SE  $^{1}$ 4 of Section 15, the NE  $^{1}$ 4 NE  $^{1}$ 4 of Section 22 and the N  $^{1}$ 2 NW  $^{1}$ 4 of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota as shown on Plat Document 2025-\_\_\_\_\_ recorded with the Lawrence County Register of Deeds

#### **CERTIFICATION OF IMPROVEMENTS**

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

OWNER(S)	
CERTIFICATE OF OWNERSHIP	
State of County of	
	do hereby certify that I am (we are) the owner(s) of d that this dedication is offered at my (our) request for

Owner(s)/Dedicator:	
Name (Print)	
Address:	
ACKNOWLEDGEMENT OF OWNERSHIP	
State of	
County of	
On the day of Public, personally appeared	
to me to be the person (s) described in and who executed acknowledged to me that they signed the same.	cuted the foregoing certificate and
delinowiedged to me that they orgined the banic.	
	Notary Public
My Commission Expires:(S E A L)	

### Exhibit A - Resolution 2025-\_\_\_\_\_ Stage Run Phase III



November 14, 2025

Pat Slowey Slowey Construction, Inc. 2510 W 31<sup>st</sup> PO Box 113 Yankton, SD 57078

RE: Summit @ Deadwood Stage Run - Mystery Wagon Rd. & Road A Substantial Walk Through

Deadwood, South Dakota DGR Project No. 674014

#### Pat:

On November 12, 2025, a walk through was performed on this project for the purpose of creating an updated punch list for the Contractor to complete for Mystery Wagon Rd. and Road A portion of the project. During the walk through, the following items were identified to be addressed prior to contract close out.

Attendees: Dana – DGR, Chris – DGR, Bill Pearson, Trent – City, Cory – City, Steven – City, Justin – City, DJ - Woebler, Steve – Woebler, Jake – Woebler.

#### Road A

- 1. End Road A remove conduit pieces and construction debris/trash.
- 2. Compact finished grade behind curb (east side).
- 3. Clean all gate valves/manhole lids.
- 4. Install test station concrete block outs.
- 5. Hookup test tracer wire and test stations to panels.
- 6. Flow test fire hydrants.
- 7. Chris with DGR to verify all manhole inverts are clean.
- 8. Clean asphalt roadway and remove excess asphalt pieces.
- 9. Remove topsoil pile at the southwest corner of Road A & Road B intersection.
- 10. Add cast iron lid/box to sewer cleanout in sidewalk.
- 11. Relocate BHE box to the northwest side of intersection with 6' minimum clearance from back of curb and install bollards per BHE.
- 12. Lot 8 water service appears to be bent. Contractor to excavate and replace if bent.
- 13. Test booster station generator once gas line is connected.
- 14. Remove sediment from Road A/Mystery inlets.
- 15. Video storm main to verify no sediment is present.
- 16. Grout openings, drain and penetrations withing floor of booster.
- 17. Install gas service to booster generator.
- 18. Install concrete driveway for booster station.
- 19. Install valley gutter at Road A/Mystery Wagon Road.
- 20. Install sidewalks and ADA ramps.

Slowey Construction, Inc. November 14, 2025 Page 2

- 21. Clean up construction debris along Road A.
- 22. Replace any non-functional erosion control devices
- 23. Place any erosion control devices not already set.
- 24. Seed all of the required areas per plan.
- 25. Clean sediment from all storm and pipe.
- 26. Install street lighting concrete foundation and lighting.
- 27. Test cathodic and tracer wire system.

#### **Mystery Wagon Road**

- 1. Remove wood forms at intersection of Road A/Mystery Wagon.
- 2. Topsoil and seed/mulch west side of Mystery Wagon Rd.
- 3. Redo manhole asphalt patch at north end of project to provide a minimum of 1" of depth to lid.
- 4. Remove sewer pipe from Lot 115A.
- 5. Remove spare inlet rings from east side lots.
- 6. Remove foam board near north end of project.
- 7. Replace curb and gutter with crack (3 locations, Chris-DGR will mark).
- 8. Remove asphalt debris.
- Compact aggregate base course and asphalt pave drive at south end of Mystery Wagon Rd.
- 10. Install earthen berm at south end of Mystery Wagon Rd.
- 11. Raise fire hydrant at south end of Mystery Wagon Rd. Sta. 212+50
- 12. Pull upper portion of fire hydrant and cap at Sta. 215+00
- 13. Install asphalt berm at south end Mystery Wagon Rd. to direct runoff into inlets.
- 14. Cut down sewer services to grade and cap south of end of asphalt roadway (2 total).
- 15. Install concrete pad at test station boxes.
- 16. Raise and final grade around sanitary sewer manhole S12 at Stage Run Road.
- 17. Gravel 12' wide sanitary sewer road.
- 18. Video storm drain and clean sediment from storm sewer and inlets.
- 19. Clean up trash and construction debris at end of Mystery Wagon Road, return adjacent property to original condition, seed and mulch.
- 20. Install concrete flow fill undermined sidewalk on southside of Myster Wagon Road.
- 21. Test cathodic and tracer wire system.
- 22. Install street lighting concrete foundation and lighting.
- 23. Clean/sweep Mystery Wagon Road
- 24. Place any erosion control devices per plan.
- 25. Install sidewalk/ADA ramps.
- 26. Riprap that was placed on Mystery Wagon Road (Lot 7) for past erosion control needs removed and grade brought up.
- 27. Install road signs for Mystery Wagon Road and Road A.
- 28. Sewer manhole S8 lid on Sanitary 2 Line needs to be replaced with lid that is labeled "sanitary" and not "water".

Slowey Construction, Inc. November 14, 2025 Page 3

It is imperative this punch list is completed in a timely fashion in order to achieve City acceptance. **The list is subject to possible additions until final completion is met.** Please provide notice prior to work being completed and do not hesitate to contact us for more information.

Sincerely,

**DGR** Engineering

Dana Foreman, PE

cc: Summit @ Deadwood Stage Run, LLC

ca RF

#### **RESOLUTION 2025-29**

### ACCEPTANCE OF IRREVOCABLE OFFER OF DEDICATION OF LAND AND/OR IMPROVEMENTS

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

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

-AND-

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

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

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

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

WHEREAS, the City has performed a visual inspection and has reviewed all required construction documentation by the Engineer of record that the improvements

have been constructed in conformance with the plans and specifications approved by the City with the exception of items outlined in Exhibit A.

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

Adopted this 1st day of December, 2025.		
	Alea Struble, Mayor	-
ATTEST:		

# IRREVOCABLE OFFER OF DEDICATION OF LAND AND/OR IMPROVEMENTS

The owner(s) hereby irrevocably offer for dedication to the City of Deadwood, South Dakota, the following legally described land, to wit:

Dedicated Public Right of Way (Mystery Wagon and Palisades Stone Street) and Utility Easements as recorded in Plat Documents Numbered 2025-03433 and 2025-\_\_\_\_\_, all located in the Palisades Tract of Deadwood Stage Run Addition all located in the SW ¼ of Section 14, the SE ¼ of Section 15, the NE ¼ NE ¼ of Section 22, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota

-AND-

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

This dedication is offered for the use of the general public in perpetuity, under the following terms:

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

#### **CERTIFICATION OF IMPROVEMENTS**

The owner(s) hereby certifies that any improvements offered for dedication herein have been constructed in conformance with the design plans and specifications approved by the City with the exception of items outlined in Exhibit A and warrants materials and workmanship of the improvements for a period of one year from the date of acceptance by the City. This period of time will begin with the completion of items outlined in Exhibit A

If at any time the terms of this offer of dedication are not fulfilled by the City, this offer shall be null and void and the property shall revert to the Dedicator.

#### **CERTIFICATE OF OWNERSHIP**

State of	<del>-</del>	
County of		
	/ described hereon ar	LC do hereby certify that I am (we are) and that this dedication is offered at my
Signature of Owner(s)/Dedicator:		
Name (Print)	<del></del>	
Address:	· · · · · · · · · · · · · · · · · · ·	
ACKNOWLEDGEMENT O	F OWNERSHIP	
State of		
County of		
On thea Notary	day of Public,	, 2025, before me, personally appeared
		, known to me to be the regoing certificate and acknowledged to
me that they signed the sar		regoing certificate and acknowledged to
		Notary Public
My Commission Expires: (S E A L)		

### Exhibit A - Resolution 2025-\_\_\_\_\_ Stage Run Phase III



November 14, 2025

Pat Slowey Slowey Construction, Inc. 2510 W 31<sup>st</sup> PO Box 113 Yankton, SD 57078

RE: Summit @ Deadwood Stage Run — Mystery Wagon Rd. & Road A Substantial Walk Through

Deadwood, South Dakota DGR Project No. 674014

#### Pat:

On November 12, 2025, a walk through was performed on this project for the purpose of creating an updated punch list for the Contractor to complete for Mystery Wagon Rd. and Road A portion of the project. During the walk through, the following items were identified to be addressed prior to contract close out.

Attendees: Dana – DGR, Chris – DGR, Bill Pearson, Trent – City, Cory – City, Steven – City, Justin – City, DJ - Woebler, Steve – Woebler, Jake – Woebler.

#### Road A

- 1. End Road A remove conduit pieces and construction debris/trash.
- 2. Compact finished grade behind curb (east side).
- 3. Clean all gate valves/manhole lids.
- 4. Install test station concrete block outs.
- 5. Hookup test tracer wire and test stations to panels.
- 6. Flow test fire hydrants.
- 7. Chris with DGR to verify all manhole inverts are clean.
- 8. Clean asphalt roadway and remove excess asphalt pieces.
- 9. Remove topsoil pile at the southwest corner of Road A & Road B intersection.
- 10. Add cast iron lid/box to sewer cleanout in sidewalk.
- 11. Relocate BHE box to the northwest side of intersection with 6' minimum clearance from back of curb and install bollards per BHE.
- 12. Lot 8 water service appears to be bent. Contractor to excavate and replace if bent.
- 13. Test booster station generator once gas line is connected.
- 14. Remove sediment from Road A/Mystery inlets.
- 15. Video storm main to verify no sediment is present.
- 16. Grout openings, drain and penetrations withing floor of booster.
- 17. Install gas service to booster generator.
- 18. Install concrete driveway for booster station.
- 19. Install valley gutter at Road A/Mystery Wagon Road.
- 20. Install sidewalks and ADA ramps.

Slowey Construction, Inc. November 14, 2025 Page 2

- 21. Clean up construction debris along Road A.
- 22. Replace any non-functional erosion control devices
- 23. Place any erosion control devices not already set.
- 24. Seed all of the required areas per plan.
- 25. Clean sediment from all storm and pipe.
- 26. Install street lighting concrete foundation and lighting.
- 27. Test cathodic and tracer wire system.

#### **Mystery Wagon Road**

- 1. Remove wood forms at intersection of Road A/Mystery Wagon.
- 2. Topsoil and seed/mulch west side of Mystery Wagon Rd.
- Redo manhole asphalt patch at north end of project to provide a minimum of 1" of depth to lid.
- 4. Remove sewer pipe from Lot 115A.
- 5. Remove spare inlet rings from east side lots.
- 6. Remove foam board near north end of project.
- 7. Replace curb and gutter with crack (3 locations, Chris-DGR will mark).
- 8. Remove asphalt debris.
- Compact aggregate base course and asphalt pave drive at south end of Mystery Wagon Rd.
- 10. Install earthen berm at south end of Mystery Wagon Rd.
- 11. Raise fire hydrant at south end of Mystery Wagon Rd. Sta. 212+50
- 12. Pull upper portion of fire hydrant and cap at Sta. 215+00
- 13. Install asphalt berm at south end Mystery Wagon Rd. to direct runoff into inlets.
- 14. Cut down sewer services to grade and cap south of end of asphalt roadway (2 total).
- 15. Install concrete pad at test station boxes.
- 16. Raise and final grade around sanitary sewer manhole S12 at Stage Run Road.
- 17. Gravel 12' wide sanitary sewer road.
- 18. Video storm drain and clean sediment from storm sewer and inlets.
- 19. Clean up trash and construction debris at end of Mystery Wagon Road, return adjacent property to original condition, seed and mulch.
- 20. Install concrete flow fill undermined sidewalk on southside of Myster Wagon Road.
- 21. Test cathodic and tracer wire system.
- 22. Install street lighting concrete foundation and lighting.
- 23. Clean/sweep Mystery Wagon Road
- 24. Place any erosion control devices per plan.
- 25. Install sidewalk/ADA ramps.
- 26. Riprap that was placed on Mystery Wagon Road (Lot 7) for past erosion control needs removed and grade brought up.
- 27. Install road signs for Mystery Wagon Road and Road A.
- 28. Sewer manhole S8 lid on Sanitary 2 Line needs to be replaced with lid that is labeled "sanitary" and not "water".

Slowey Construction, Inc. November 14, 2025 Page 3

It is imperative this punch list is completed in a timely fashion in order to achieve City acceptance. **The list is subject to possible additions until final completion is met.** Please provide notice prior to work being completed and do not hesitate to contact us for more information.

Sincerely,

**DGR Engineering** 

Dana Foreman, PE

cc: Summit @ Deadwood Stage Run, LLC

ca RF

#### **CHANGE ORDER NO.: 1**

Owner Engine		City of Deadwood Towey Design Group, Inc.	Owner's Project N Engineer's Projec	
Contra		reme, really men	Contractor's Proje	
Project	t:	Highway 85 Drinking Water Exte	•	
-	ct Name:	Highway 85 Drinking Water Exte		
Date Is	ssued:	Octob	per 20, 2025	
The Con	ntract is mo	dified as follows upon execution o	f this Change Order:	
Descript	tion:			
See	Attached.			
Attachm	nents:			
All d		change order requests. 1,2,4,5,6,7	, and 8. Updated quantitie	s from Change Orders 1
	Cha	nge in Contract Price	Change in Cor	tract Times
Origina	l Contract Pr	ice:	Original Contract Times:	
	604 002 00		Substantial Completion:	November 14, 2025
	,684,993.00		Ready for final payment:	November 28, 2025
	-	ously approved Change Orders No.	Increase from previously ap	proved Change Orders
1 to No	. 1		No.1 to No. <b>1</b> Substantial Completion:	0
\$ 0			Ready for final payment:	0
	rt Price nrior	to this Change Order:	Contract Times prior to this	
Contrac	or mee phor	to this change order.	Substantial Completion:	November 14, 2025
\$ 1,	684,933.00		Ready for final payment:	November 28, 2025
Increas	e this Chang	e Order:	Increase this Change Order:	
	J		Substantial Completion:	213 Days
\$ 13	6,045.57		Ready for final payment:	235 Days
Contrac	ct Price incor	porating this Change Order:	Contract Times with all appr	oved Change Orders:
			Substantial Completion:	June 15, 2026
\$ 1,8	20,978.57		Ready for final payment:	July 21, 2026
	Recomm	ended by Engineer (if required)	Accepted by	, Contractor
_	0 44 1.		/ tocopted by	
Ву:	PINK	vine/		
Title:	Profession	nal Engineer		
Date:	2025.10.2	0		
	Authorize	d by Owner	Approved by Funding A	gency (if applicable)
Ву:				

Title: \_\_\_\_\_

Date: \_\_\_\_



**Date:** October 20, 2025

**Client:** City of Deadwood

108 Sherman Street Deadwood, SD 57732

**Engineer:** Brandon Kruse, PE

**Towey Design Group** 

**RE:** Change Order #1

Lornie and the City of Deadwood,

This letter is to accompany Change Order #1 for the Highway 85 Watermain Extension Project. The proposed change order includes the additional payment and time extension for:

- 1. Connecting to the north most fire hydrant on the project. Discrepancies between the as-builts, locates and existing conditions resulted in additional sidewalk removal, brick removal, additional fittings and piping.
- 2. An unknown shallow storm sewer pipe was located in the excavation for the road. This pipe had to be removed for work to continue.
- 3. Pipe encasement/ cera-lock water main installation. Due to the location of the existing sanitary sewer and the water main. Encasement pipe and certa-lock pipe were proposed for the crossing near the intersection of Sampson and Railroad Ave.
- 4. Solid rock excavation was encountered at various locations between stations 2+50 and 11+50.
- 5. Insulation material was provided for the shallow sewer main crossings. Instead of a watermain lowering under the existing 24-inch concrete sanitary sewer, a lower bury depth of water main with insulation over the existing sanitary sewer was accepted.
- 6. Extra fittings and digging were required for the work near the intersection of Sampson and Railroad Ave. Due to multiple plans and routes proposed to the contractor to help with the constructability of the project. Near the bottom of the project unsuitable material was found, a portion of the water main trench needed type 1 foundation material.
- 7. Locating the existing 10-inch ductile iron main near the Sampson PRV. The contractor performed exploratory excavation at direction from the city to try and locate it. This took several hours of time on the contractor.
- 8. The 10-inch connection was found it needed an additional gate valve to function as intended. The additional pipe and gate valve were necessary for this addition.

Due to multiple delays, including but not limiting to;

Easement locations
Additional connect to existing work near the start of the project.
Alignment issues along Sampson Street
Weather



It was decided to change the completion dates of the project to:

Paving Repairs to be completed by May 30, 2026.

Substantial completion shall be June 15, 2026.

Final Completion in all work shall be July 1, 2026.

No "Liquidated Damages" will be charged under the old schedule.

Please give me a call if you have any additional questions.

Brandon Kruse

brandon@toweydesigngroup.com

M Kruse

605.600.1759

#### **Underground Construction, LLC**

22418 Dyess Ave Rapid City SD 57701 (P) 605.842.6239

#### **Change Order Request**

#### **Owner:**

City of Deadwood 108 Sherman St Deadwood SD 57732

#### **Project:**

Highway 85 Drinking water Extension Project

#### **Proposal Request No: 1**

#### **Change Order Request No: 1**

In response to Request for Proposal No. 1, dated July 7, 2025. We have completed the additional work, except for replacing the salvaged brick. We were able to connect to and extend the 12" main without removal of street or curb and gutter. Below you will find an itemized breakdown of additional items and associated costs.

OWNER	City of Deadwood					
Project	Highw	ay 85 Water	r Exspansion			
RFP#		1				
Date of RFP		7/7/20:	25			
Contractor	Under	ground con	struction, llc			
Line item	Description of work	ESTM QTY	ACTUAL QTY	Unit	Unit cost	Extd cost
	Rem	ovals				
200	Remove Concrete Sidewalk	305	811	SF	\$2.00	\$1,622.00
201	Remove Concrete Pavement	32	0	SY	\$0.00	\$0.00
202	Remove Concrete Curb and Gutter	89	0	LF	\$0.00	\$0.00
203	Remove and Salvage Brick	25	190	SF	\$8.00	\$1,520.00
204	Remove 6" Main	48	48	LF	\$22.00	\$1,056.00
Removal Total						\$4,198.00
	Wa	ater				
400	12" PVC Water Main	62	48	LF	\$136.00	\$6,528.00
401	12" HD Coupling	1	1	EA	\$2,050.00	\$2,050.00
402	12" 22.50 degree Bend	0	1	EA	\$2,400.00	\$2,400.00
403	12" 45 degree Bend	1	0	EA	\$0.00	\$0.00
Water Total						\$10,978.00
	Str	reet				
	Aggregate Base Course 8"	126.6	0	TON	\$0.00	\$0.00
701	Concrete Fillets and Drain Pan, 6" Reinforce	31	0	SY	\$0.00	\$0.00
702	Curb and Gutter Type B66	21	0	LF	\$0.00	\$0.00
703	Concrete Sidewalk	305	811	SF	\$37.00	\$30,007.00
704	Brick Sidewalk	25	190	SF	\$78.25	\$14,867.50
705	TFC extra Moblization	1	1	EA	\$2,025.00	\$2,025.00
Street Total						\$46,899.50
			Change Orde	r Total		\$62,075.50

Prices and quantities were adjusted to meet bid item prices and actual work completed by the contractor.

### Page 2 of 2

Item 203 and 704 Highlighted in yellow are quantities to date and total quantities may increase if additional brick removal and replacement are needed to tie in and restore the brick sidewalk to original condition.

In addition, we are asking for the following schedule considerations:

10 additional days in the schedule because of the extra time required to complete this work.

Three weeks for easement delays. We mobilized and worked for a couple of days and then had to stop for 3 weeks while the city finalized easements then returned to continue work. We are not asking for any additional mobilization, only an extension in the schedule.

Please review and respond to this request promptly. We would like to include this work in our next pay request so that we may pay our subcontractors.

If you have any questions, please contact me at 605.430.2576 or Corey at 605.842.6239

Approved By Owner	
	Date
Approved By Engineer	
	Date
Approved By Undergro	ound Construction
	Date

Owner: City of Deadwood

Project: HWY 85 Drinking Water Extension CO 2Date: Wednesday, September 24, 2025Contractor: Underground Construction

Line Item	Description of Item	Qty.	Unit	U	Jnit Cost		Extd. Cost
Removals	•			•		•	
200	Remove Concrete Sidewalk	811.0	SF	\$	2.00	\$	1,622.00
201	Remove Concrete Pavement	-	SY	\$	-	\$	-
202	Remove Concrete Curb and Gutter	-	LF	\$	-	\$	-
203	Remove and Salvage Brick	190.0	SF	\$	8.00	\$	1,520.00
204	Remove 6" Water Main	48.0	LF	\$	22.00	\$	1,056.00
Total						\$	4,198.00
Water							
400	12" PVC Water Main C-900, DR-18	48.0	LF	\$	136.00	\$	6,528.00
401	12" High Deflection Coupling	1.0	EA	\$	2,050.00	\$	2,050.00
402	12" 22.5° Bend	1.0	EA	\$	2,400.00	\$	2,400.00
Total						\$	10,978.00
Street							
700	Aggregate Base Course, 8"	-	TON	\$	-	\$	-
701	Concrete Fillets and Drain Pan, 6" Reinforced	-	SY	\$	-	\$	
702	Curb and Gutter, Type B66	-	LF	\$	-	\$	-
703	Concrete Sidewalk	811.0	SF	\$	37.00	\$	30,007.00
704	Brick Sidewalk	190.0	SF	\$	-	\$	-
705	TFC Moblization	1.0	EA	\$	2,025.00	\$	2,025.00
Total						\$	32,032.00
					Total	\$	47,208.00

Prices and quantities were adjusted to meet bid item prices and actual work completed by the contractor.



Date: September 24, 2025

**Client:** City of Deadwood

108 Sherman Street Deadwood, SD 57732

**Engineer:** Brandon Kruse, PE

**Towey Design Group** 

**RE:** Change Order #2 - Recommendation

Lornie and the City of Deadwood,

This letter is to accompany Change Order #2 for the Highway 85 Watermain Extension Project. The proposed change order removes the brick installation pricing as that price was high. The contractor has increased the unit prices on;

Item 400: 12" PVC Watermain C-900, DR-18

• Item 402: 12" 22.5° Bend

• Item 703: Concrete Sidewalk

We believe that the additional work should be completed at the original bid pricing, for work that has previously been bid on. Using the original pricing, the change order totals \$41,115.00. This updated number replaces the increased priced items back to the original bid pricing, while leaving all the quantities the same from the original change order. We've attached an updated cost estimate with the original pricing from the bidding process.

09/24/2025

Please give me a call if you have any additional questions.

Brandon Kruse

brandon@toweydesigngroup.com

605.600.1759

Owner: City of Deadwood

Project: HWY 85 Drinking Water Extension CO 2Date: Wednesday, September 24, 2025Contractor: Underground Construction

Line Item	Description of Item	Qty.	Unit	l	Init Cost		Extd. Cost
Removals	-			•		•	
200	Remove Concrete Sidewalk	811.0	SF	\$	2.00	\$	1,622.00
201	Remove Concrete Pavement	-	SY	\$	-	\$	
202	Remove Concrete Curb and Gutter	-	LF	\$	-	\$	-
203	Remove and Salvage Brick	190.0	SF	\$	8.00	\$	1,520.00
204	Remove 6" Water Main	48.0	LF	\$	22.00	\$	1,056.00
Total						\$	4,198.00
Water							
400	12" PVC Water Main C-900, DR-18	48.0	LF	\$	100.00	\$	4,800.00
401	12" High Deflection Coupling	1.0	EA	\$	2,050.00	\$	2,050.00
402	12" 22.5° Bend	1.0	EA	\$	2,090.00	\$	2,090.00
Total						\$	8,940.00
Street							
700	Aggregate Base Course, 8"	-	TON	\$	-	\$	-
701	Concrete Fillets and Drain Pan, 6" Reinforced	-	SY	\$	-	\$	-
702	Curb and Gutter, Type B66	-	LF	\$	-	\$	-
703	Concrete Sidewalk	811.0	SF	\$	32.00	\$	25,952.00
704	Brick Sidewalk	190.0	SF	\$	-	\$	-
705	TFC Moblization	1.0	EA	\$	2,025.00	\$	2,025.00
Total						\$	27,977.00
					Total	\$	41,115.00

Owner: City of Deadwood

**Project:** HWY 85 Drinking Water Extension CO 1

**Date:** Monday, October 20, 2025 **Contractor:** Underground Construction

Line Item	Description of Item	Qty.	Unit	lι	Jnit Cost	Extd. Cost
Removals						
200	Remove Concrete Sidewalk	811.0	SF	\$	2.00	\$ 1,622.00
201	Remove Concrete Pavement	-	SY	\$	-	\$ -
202	Remove Concrete Curb and Gutter	-	LF	\$	-	\$ -
203	Remove and Salvage Brick	190.0	SF	\$	8.00	\$ 1,520.00
204	Remove 6" Water Main	48.0	LF	\$	22.00	\$ 1,056.00
Total						\$ 4,198.00
Water						
400	12" PVC Water Main C-900, DR-18	48.0	LF	\$	100.00	\$ 4,800.00
401	12" High Deflection Coupling	1.0	EA	\$	2,050.00	\$ 2,050.00
402	12" 22.5° Bend	1.0	EA	\$	2,090.00	\$ 2,090.00
Total						\$ 8,940.00
Street						
700	Aggregate Base Course, 8"	-	TON	\$	-	\$ 
701	Concrete Fillets and Drain Pan, 6" Reinforced	-	SY	\$	-	\$ -
702	Curb and Gutter, Type B66	-	LF	\$	-	\$ -
703	Concrete Sidewalk	811.0	SF	\$	32.00	\$ 25,952.00
704	Brick Sidewalk	190.0	SF	\$	-	\$ -
705	TFC Moblization	1.0	EA	\$	2,025.00	\$ 2,025.00
Total						\$ 27,977.00
					Total	\$ 41,115.00

### Page **1** of **2**

### **Underground Construction, LLC**

22418 Dyess Ave Rapid City SD 57701 (P) 605.842.6239

### **Change order Request**

### **Owner:**

City of Deadwood 108 Sherman St Deadwood SD 57732

### **Project:**

Highway 85 Drinking water Extension Project

Proposal request No: 2

**Change Order request No: 2** 

In response to RFP # 2 dated 9/17/25 the price for removal of this existing storm sewer will remain the same as in the original contract \$25 per lineal foot. We just ask for an adjustment to the quantities to match the additional storm sewer pipe to be removed.

Approved By Owner		
	Date	
Approved By Engineer		
	Date	

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Page	2	of	2
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Approved By Underground Construction	
Date	

### Page 1 of 2 Underground Construction LLC Change Order

### **Underground Construction, LLC**

22418 Dyess Ave Rapid City SD 57701 (P) 605.842.6239

### **Change order Request**

### **Owner:**

City of Deadwood 108 Sherman St Deadwood SD 57732

### **Project:**

Highway 85 Drinking water Extension Project

### **Proposal request No:**

### **Change Order request No: 3**

After meeting with Bob and the City of Deadwood on 9-23-25 it was decided that we should use a larger pipe to sleeve the new water line where it will be too close to the existing sewer on Sampson. This will occur between station 41+00 and 42+00. Exact location and measurements to be determined in the field.

The estimated quantity of encasement is 70 lineal feet. <u>Our price for this encasement is in addition to the bid price for Item # 403, 12" PVC main</u>. It includes the additional cost of **Certa lock** pipe, 18" HP DW dual wall storm pipe as a sleeve, and labor to install the sleeve. This is the cheapest, in stock, pipe available to sleeve the water main. Other options would be far more costly and require materials to be ordered.

Our price for this encasement is \$135/ LF. AT 80 LF the estimated additional cost is \$10,800.

If you have any questions, please contact me at 605.430.2576 or Corey at 605.842.6239

Section 10 Item h.

# Page 2 of 2 Underground Construction LLC Change Order

Approved By Owner	
	Date
Approved By Engineer	r
	Date
Approved By Undergro	ound Construction
	Date

Owner: City of Deadwood

**Project:** Highway 85 Drinking Water Extension CO 1

**Date:** Monday, October 20, 2025 **Contractor:** Underground Construction

Line Item	Description of Item	Qty.	Unit	Unit Cost	Extd. Cost	
Removals						
200	Remove Storm Sewer	49.0	LF	\$ 25.00	\$ 1,225.00	
Water	Water					
400	Pipe Encasement and Certa-lock replacement	71.0	LF	\$ 135.00	\$ 9,585.00	
				Total	\$ 10,810.00	

### Page 1 of 1

### **Underground Construction, LLC**

22418 Dyess Ave Rapid City SD 57701 (P) 605.842.6239

### **Change order Request**

### **Owner:**

City of Deadwood 108 Sherman St Deadwood SD 57732

### **Project:**

Highway 85 Drinking water Extension Project

### **Proposal request No:**

**Change Order request No: 4** 

### **Rock Excavation**

During work on the project, we encountered solid rock which required additional time and expenses to excavate. This was an unforeseen condition. We had a total of 137 cubic yards of Rock excavation

Price per cubic Yard of Rock Excavation is \$250.00

Total price for this item is \$34,250

Note if further rock excavation is encountered it will be at a different price determined by the conditions and the location or locations of said excavation.

### Page **1** of **1**

### **Underground Construction, LLC**

22418 Dyess Ave Rapid City SD 57701 (P) 605.842.6239

### **Change order Request**

### **Owner:**

City of Deadwood 108 Sherman St Deadwood SD 57732

### **Project:**

Highway 85 Drinking water Extension Project

### **Proposal request No:**

**Change Order request No: 5** 

### Water Main Insulation

Due to conflicts with the sewer main a portion of the new 12" water main required insulation.

The price for the insulation is \$18.00 per square foot.

We have had a total of 128 square feet of insulation installed thus far. For a total of \$2,304.00

If you have any questions, please contact me at 605.430.2576 or Corey at 605.842.6239

### **Underground Construction, LLC**

22418 Dyess Ave Rapid City SD 57701 (P) 605.842.6239

### **Change order Request**

### **Owner:**

City of Deadwood 108 Sherman St Deadwood SD 57732

### **Project:**

Highway 85 Drinking water Extension Project

### **Proposal request No:**

**Change Order request No: 6** 

### **Extra Fittings and Extra Digging**

Near the intersection of Sampson and Railroad Ave we notified the Engineer and the City of a conflict with an existing water line, the proposed storm sewer and existing sewer line. The city located part of the existing water line; however they were unable to locate the line on the north end of Sampson, and we were instructed to do exploratory digging and locate the exact location of the line.

We were instructed to proceed with the planned route and encase the pipe where it came too close to the sewer lines. At that time, we received a change order to use Certa Lock pipe and sleeve the new water line (Change Order 1). When we excavated the trench, it became clear that the proposed route was not going to work. We met with the city and engineer for a second time to determine the best route for the pipe. It was determined that we would need to use a 12" 90-degree bend and two additional 12" 45-degree bends to get around the obstructions.

EXTRA DIGGING AND BACK FILL						
ITEM	RATE	UNIT	QUANITY	TOTAL		
138 EX	\$275.00	HR	18	\$4,950.00		
LABOR 4 GUYS	\$90.00	HR	108	\$9,720.00		
240 EX	\$375.00	HR	4.5	\$1,687.50		
T770 SKID	\$145.00	HR	5.5	\$797.50		
PICK UP W TOOLS	\$400.00	EA	2	\$800.00		
	S	UB TOT	AL	\$17,955.00		
	OFF IN	\$1,256.39				
		TOTAL		\$19,211.39		

### Extra Fittings:

EXTRA FITTINGS							
ITEM	UNIT COST	UNIT	QUANITY	TOTAL			
12' 45 DEGREE BEND	\$2,200.00	EACH	2	\$4,400.00			
12" 90 DEGREE BEND	\$2,718.00	EACH	1	\$2,718.00			
		TOTAL		\$7,118.00			

### **UNSTABLE FOUNDATION MATERIAL**

When we reached station 44+16 coming down the hill, we encountered unsuitable/ unstable foundation. We notified the City and made them aware of our plans to over excavate the unsuitable material and replace it with type 1 foundation materials approximately 18" deep.

Cost to remove unstable material and replace with Type 1 foundation material is \$44.50 per Lineal Foot. There was 209 feet of trench for a total of \$9,300.50

### Totals

Digging and Back fill: \$19,211.39

Additional Fittings: \$7,118.00

Unstable Foundation: \$9,300.50

Total: \$35,629.89

If you have any questions, please contact me at 605.430.2576 or Corey at 605.842.6239

Page 3 of 3

### **Underground Construction, LLC**

22418 Dyess Ave Rapid City SD 57701 (P) 605.842.6239

### **Change order Request**

### **Owner:**

City of Deadwood 108 Sherman St Deadwood SD 57732

### **Project:**

Highway 85 Drinking water Extension Project

### **Proposal request No:**

**Change Order request No: 7** 

### **Exploratory Excavation for Water Service**

While installing water main we had to slow down and excessively search for the water service. We had no idea where it was but searched roughly 100 LF area. Steven had Marked roughly where it went through the box culvert, so we started looking about 50 ft before and after the marks we searched the whole length going down 1 foot at a time until we got to proposed main grade. When we still could not find it. We spoke with Bob and discussed leaving it for the State to deal with it. When we spoke with the city about it, they wanted us to exploratory dig for it. We started going deeper and to the side looking for it. In the Meantime, steven found an old plan showing an existing curb stop, once he found the curb stop, he was able to locate the water service, once he located water service we found the line quickly, however we had already searched for several hours.

EXPLORATORY EXCAVATION FOR WATER SERVICE				
ITEM	RAT	UNIT	QUANITY	TOTAL
240 EX	\$375.00	HR	7.5	\$2,812.50
L70 LOADER	\$200.00	HR	2	\$400.00
T770 SLID STEER	\$145.00	HR	2	\$290.00
PICK UP WITH TOOLS	\$400.00	DAY	0.5	\$200.00
	SUB TOTAL			\$3,702.50
	OFFICE BOND & INSURANCE			\$259.18
	TOTAL			\$3,961.68

### Page 2 of 2

If you have any questions, please contact me at 605.430.2576 or Corey at 605.842.6239

### Page **1** of **2**

### **Underground Construction, LLC**

22418 Dyess Ave Rapid City SD 57701 (P) 605.842.6239

### **Change order Request**

### **Owner:**

City of Deadwood 108 Sherman St Deadwood SD 57732

### **Project:**

Highway 85 Drinking water Extension Project

### **Proposal request No:**

**Change Order request No: 8** 

### 10" gate valve on Ductile Iron Main

As we were preparing to connect to the existing 10" ductile iron main the city asks if we could install a shut off on the main. We gave them a price, and it was approved via email how ever we never got a formal Change Order. In addition, the connection to the existing main required an additional 5 ft of 10" ductile Iron pipe.

5 ft of Ductile Iron pipe at \$400 a LF = \$2,000.00

1EA 10" gate vale w ductile iron fittings = \$5,975.00

Total Change Order \$7,975.00

If you have any questions, please contact me at 605.430.2576 or Corey at 605.842.6239

Lornie Stalder
Public Works Director
Telephone (605) 578-2082
lornie@cityofdeadwood.com



### Memorandum

To: City Commission
From: Lornie Stalder
Date: November24, 2025

Subject: Change Order No. 1 – Highway 85 Watermain Extension Project

This memorandum accompanies **Change Order No. 1** for the Highway 85 Watermain Extension Project. The proposed change order includes additional compensation and a time extension associated with unforeseen conditions, field adjustments, and constructability challenges encountered during construction. **Acceptance of Change Order No. 1** results in a net change of **+ 136,045.57** to the original contract price **\$1,684,933.00**. The new accepted contract price will be **\$1,820,978.57**. In addition to the pricing change acceptance will be an acceptance to change the completion date from **November 28, 2025 to July 1, 2026**. A summary of the key items is provided below:

### 1. Connection to Northern Fire Hydrant

Discrepancies between as-built records, utility locates, and actual field conditions required additional sidewalk and brick removal, as well as added fittings and piping to complete the connection.

### 2. Unknown Storm Sewer Conflict

A shallow storm sewer pipe was discovered within the roadway excavation limits. This pipe required removal before the watermain installation could continue.

### 3. Water Main Encasement and Certa-Lok Installation

Due to the proximity of the existing sanitary sewer at the Sampson Street and Railroad Avenue crossing, encasement pipe and Certa-Lok piping were necessary to safely complete the installation.

### 4. Solid Rock Excavation

Solid rock was encountered at several locations between Stations 2+50 and 11+50, requiring additional excavation efforts.

### 5. Insulation at Shallow Sewer Crossings

Insulation was installed over the existing 24-inch concrete sanitary sewer in lieu of lowering the watermain. This approach was accepted to accommodate the shallow sewer crossings.

### 6. Additional Fittings, Excavation, and Foundation Material

Multiple installation routes were evaluated near Sampson Street and Railroad Avenue to improve constructability. Extra fittings and excavation were needed, and unsuitable material near the bottom of the project required Type 1 foundation material for the watermain trench.

### 7. Locating Existing 10-Inch Ductile Iron Main

At the City's direction, the contractor performed exploratory excavation to locate the existing 10-inch ductile iron main near the Sampson PRV. This effort required several hours of labor and equipment time.

### 8. Additional Gate Valve Installation

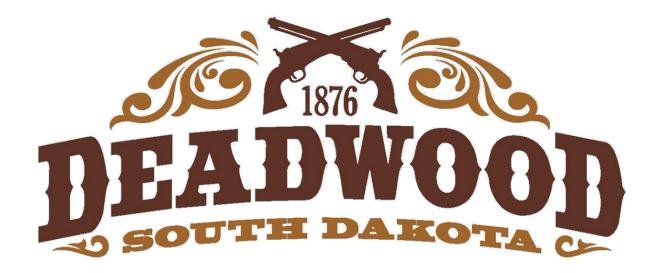
Upon exposing the 10-inch connection, it was determined that an additional gate valve and pipe section were necessary for proper system operation.

### **Project Delays**

The project has experienced multiple delays, including but not limited to:

- Easement acquisition and clarification
- Additional connections to existing infrastructure near the start of the project
- Alignment issues along Sampson Street
- Weather impacts

These items, individually and collectively, support the need for the adjustments included in **Change Order No. 1.** 



# City of Deadwood Capital Improvement Plan

A Vision for Sustainable Growth and Community Enhancement

2026 - 2030

City of Deadwood 108 Sherman Street Deadwood, SD 57732 605-578-2082

This Capital Improvement Plan serves as the city's blueprint for strategic investment, infrastructure renewal, and the preservation of Deadwood's historic legacy.

# Deadwood Capital Improvement Plan

A Vision for Sustainable Growth and Community Enhancement

# **Deadwood City Commission**

Charlie Struble-Mook, Mayor

Sharon Martinisko, President

Father Michael Johnson

Charles Eagleson

Blake Joseph

# **Deadwood Planning & Zoning Commission**

John Martinisko, Chair Josh Keene

Dave Bruce Ken Owens

Jim Williams

### **Deadwood Historic Preservation Commission**

Leo Diede, Chair Bev Posey

Diane Williams Trevor Santochi

Anita Knipper Molly Brown

Jesse Allen

# City Department Heads

Kevin Kuchenbecker, Planning, Zoning & Historic Preservation Officer

Randy Adler, Parks, Recreation & Events Director

Justin Lux, Parking & Transportation Director

Lornie Stalder, Public Works Director

Jessicca McKeown, Finance Officer

Kennedy Penk, Library Director

Cory Shafer, Police Chief

Joel Ellis, Fire Chief

# Deadwood Capital Improvement Plan

A Vision for Sustainable Growth and Community Enhancement

### Introduction

A thriving community is built on the pillars of strategic investment, infrastructure renewal, and visionary planning. For the City of Deadwood – A place steeped in historic charm and nestled amidst the Black Hills – charting a course for the future requires balancing preservation with progress. The Capital Improvement Plan (CIP) serves as Deadwood's blueprint for sustainable growth, outlining the city's major infrastructure



projects, facility improvements, and long-term investments over a multi-year period. By articulating priorities, allocating resources, and engaging the public, the CIP ensures Historic Deadwood continues to offer a high quality of life for residents and visitors alike.

# Purpose and Scope

The purpose of the Capital Improvement Plan is to provide a structured, transparent, and strategic approach to the city's capital investments. The CIP typically spans a five- to tenyear horizon, identifying and prioritizing community needs based on factors such as safety, economic development, environmental stewardship, and historic preservation. Projects included in the CIP are generally those that require significant expenditure, have lasting value, and contribute to the public good, such as:

- Upgrades and maintenance of public infrastructure (roads, bridges, water and sewer systems)
- Enhancement of public spaces, parks, and recreational facilities
- Restoration and adaptive reuse of historic landmarks
- Improvements in public safety facilities and equipment
- Investment in sustainable, energy-efficient city operations
- Support for tourism and economic development initiatives

# Community Engagement and Needs Assessment

A successful Capital Improvement Plan (CIP) is grounded in comprehensive community engagement. The City of Deadwood utilizes a participatory planning framework that actively solicits input from residents, business owners, and various stakeholders. Through structured partner meetings, targeted surveys, and direct resident feedback, the city collects valuable information regarding current conditions and future aspirations. This collaborative methodology ensures the CIP aligns with the shared vision and evolving requirements of Deadwood's diverse community, accommodating the interests of both residents and visitors.

A key component of developing the CIP is community engagement. The city seeks input from residents, business owners, and local organizations through surveys, meetings, and public hearings, ensuring that the plan reflects shared values and real-world needs. This collaborative approach enables city leaders to identify pressing challenges, uncover opportunities for innovation, and foster a sense of collective ownership over Deadwood's future as well as its historic past.

The needs assessment process involves analyzing current conditions, projecting future demands, and evaluating the capacity of existing infrastructure to meet those demands. By integrating community feedback with technical data, the city can identify gaps and inefficiencies, as well as areas where strategic investment will yield the greatest benefit. This comprehensive assessment lays the groundwork for selecting projects that are both feasible and transformative.

# **Project Identification and Prioritization**

Capital projects are identified through a combination of technical assessments, regulatory requirements, and community aspirations. Each proposed project is evaluated based on its urgency, impact, cost, and alignment with the city's strategic goals and comprehensive plan. Projects are then prioritized according to a set of criteria, such as:

- Protecting public health and safety
- Addressing urgent infrastructure deficiencies
- Promoting sustainable economic growth
- Preserving historical and cultural assets
- Enhancing environmental quality
- Leveraging funding opportunities and partnerships

# Major Focus Areas

# 1. Transportation Infrastructure (PARKING & TRANSPORTATION)



Deadwood's roads and historic streets not only facilitate movement but also define the city's unique character. The CIP encompasses a coordinated initiative to rehabilitate road infrastructure, enhance pedestrian connectivity, address parking requirements, and improve public transportation systems. Key initiatives may include:

- Resurfacing and reconstructing major city arterials and bridges
- Upgrading sidewalks, crosswalks, and ADA-accessible routes
- Improving signage, lighting, and traffic calming measures
- Enhancing trolley services for tourists and residents
- Augmenting parking management, operations and facilities

# 2. Utilities and Public Works (PUBLIC WORKS)

Reliable water, sewer, and stormwater systems are vital to Deadwood's health, safety, and economic prosperity. The CIP addresses aging infrastructure through:

- Updating water and sewer mains
- Stormwater management and flood mitigation projects
- Implementation of smart water metering and leak detection systems
- Expansion of recycling, composting, and waste management programs

# 3. Parks, Recreation, and Open Space (PARKS, REC & EVENTS)

Deadwood's parks and open spaces are essential to the city's livability, offering residents and visitors a respite from urban life. CIP investments in this area include:

- Upgrading and development of parks, playgrounds, and trail systems
- Enhancing and creating green spaces and public gathering places
- Strengthening and expanding recreational opportunities and facilities
- Improving and augmenting special events and community activities
- Restoration of riparian habitats and creation of creek access points

### 4. Historic Preservation and Cultural Resources (HP & LIBRARY)

As a city renowned for its Old West legacy, Deadwood's historic buildings and sites are both an asset and a responsibility. The CIP dedicates resources to:

- Preserving and protecting structures and resources within the historic districts
- Adaptive reuse of underutilized historic buildings
- Upgrading museum and interpretive center facilities
- Promoting arts, culture, and heritage tourism
- Enhancing and promoting Deadwood's historic Carnegie Public Library

### 5. Public Safety and Emergency Services (POLICE & FIRE)

Protecting citizens is a core municipal duty. The CIP supports:

- Modernization of police, fire, and emergency response equipment and facilities
- Acquisition of advanced vehicles and life-saving equipment as needed
- Expansion of community alert, surveillance, and warning systems
- Protection of Historic Deadwood through Firewise and Fire Prevention programs
- Training programs and facilities for first responders

### 6. Economic Development (PLANNING & ZONING)

Investment in infrastructure is a catalyst for economic vitality. The CIP positions Deadwood for continued prosperity by:

- Upgrading downtown streetscapes and business district
- Diversifying and strengthening the business mix to serve both residents and tourists
- Supporting tourism infrastructure, including event venues and wayfinding
- Partnering with local businesses and nonprofits for smart and strategic growth



# Financial Planning and Funding Sources (FINANCE)

The Capital Improvement Plan is grounded in fiscal responsibility and feasibility. Each proposed project is accompanied by cost estimates, funding sources, and timelines. Funding may come from a combination of:

- State and federal grants
- · Special assessments and user fees
- Municipal bonds and city budget allocations
- Private donations and public-private partnerships
- Tourism and gaming revenues, as appropriate to Deadwood's unique economy

Long-term financial forecasting allows the city to phase in projects in accordance with available resources, without overburdening taxpayers or sacrificing essential services.



A robust CIP is dynamic and responsive, adapting to changing conditions and new opportunities. The City of Deadwood establishes clear timelines, assigns project managers, and sets measurable milestones for every project. Progress is tracked through reports, website and social media platforms, and periodic plan updates. Community input remains integral, ensuring transparency and accountability throughout.

# Challenges and Opportunities

Like any city, Deadwood faces challenges in implementing its CIP. Limited funding, competing priorities, regulatory hurdles, and unforeseen events (such as natural disasters) require adaptive strategies and strong leadership. At the same time, Deadwood's unique history, dedicated citizenry, and vibrant tourism sector offer opportunities for innovation, partnership, and lasting impact.

# Conclusion

The Capital Improvement Plan for the City of Deadwood is more than a list of projects—it is a testament to the city's commitment to its residents, its heritage, and its future. By investing wisely today, Deadwood lays the foundation for resilient infrastructure, enriched community life, and sustainable prosperity for generations to come.

# Capital Improvement Projects: A Framework for Planning and Execution

A Vision for Sustainable Growth and Community Enhancement

This portion of the document outlines a strategic approach to the Capital Improvement Plan and the projects identified, focusing on principles of prioritization, stakeholder engagement, fiscal responsibility, and sustainable development.

# Core Components of the Framework

### 1. Assessment of Community Needs

Every successful CIP begins with a thorough assessment of community needs. In Deadwood, this involves:

- Collecting data on the condition of existing infrastructure
- Engaging with residents, business owners, and local organizations through surveys, community input, and public meetings
- Reviewing citywide plans, demographic trends, and tourism forecasts
- Identifying regulatory mandates, safety concerns, and service gaps

This foundational step ensures that projects are responsive to both present challenges and future opportunities.

# 2. Project Identification and Prioritization

Once needs are assessed, potential projects are identified and ranked based on objective criteria, such as:

- Impact on public health and safety
- Effect on economic development and tourism
- Cost, funding availability, and long-term operational expenses
- Degree of urgency
- Compatibility with existing plans, such as the city's comprehensive plan or historic preservation guidelines

A transparent prioritization process ensures that limited resources are allocated where they will yield the greatest public benefit.

### 3. Financial Planning and Budgeting

Capital projects are, by their nature, significant investments. Deadwood's framework emphasizes:

- Multi-year financial planning to anticipate the life-cycle costs of projects
- Identifying diverse funding sources, including municipal bonds, grants, tourism taxes, gaming revenues and partnerships
- Ensuring fiscal responsibility and long-term affordability
- Establishing and maintaining reserve funds for emergencies or unexpected expenses

Careful budgeting helps the community avoid overextension and supports the timely completion of projects.

### 4. Stakeholder Engagement and Communication

Public involvement is central to Deadwood's approach. The framework incorporates:

- Regular updates to the community on project progress and milestones
- Opportunities for public feedback at all stages of planning and implementation
- Collaborative partnerships with local businesses, partner organizations, and regional agencies



This open process builds public trust, fosters civic pride, and ensures that projects reflect the community's values.

### 5. Design, Engineering, and Environmental Review

After prioritization and funding, projects advance to the design and engineering phase, if required. Deadwood's framework requires:

- Compliance with city, state, and federal regulations
- Attention to historic preservation, given Deadwood's designation as a National Historic Landmark
- Incorporation of sustainable and resilient design principles
- Thorough environmental review and public consultation

This phase ensures that projects are feasible, sustainable, and aligned with Deadwood's unique identity.

### 6. Project Management and Implementation

Successful execution depends on strong project management. The framework includes:

- Detailed project schedules and milestones
- Clear assignment of roles and responsibilities
- Regular monitoring of progress, budget, and quality standards
- Prompt resolution of issues and transparent reporting

The city leverages experienced personnel, digital tools, and best practices to support efficient and effective delivery.

### 7. Evaluation, Reporting, and Continuous Improvement

After project completion, Deadwood's CIP framework calls for:

- Evaluation of project outcomes against original goals and benchmarks
- Public reporting on costs, timelines, and lessons learned
- Adjustment of future planning based on feedback and performance

This cycle of evaluation ensures ongoing accountability and improvement.

# Types of Capital Improvement Projects in Deadwood

While each project is unique, Capital Improvement Projects commonly focus on:

- Transportation Infrastructure: Roadway improvements, pedestrian and bicycle infrastructure, parking facilities, and public transit upgrades
- Utilities and Public Works: Replacement of aging water lines, sewer system upgrades, stormwater management for flood prevention
- Parks, Recreation and Open Space: Park expansions, trail development, playground installations, recreational facility upgrades and event management
- Historic Preservation and Cultural Resources: Restoration of historic buildings, interpretive signage, adaptive reuse projects, museum, arts and cultural enhancements, library programs and activities
- Public Safety and Emergency Services: Fire station improvements, emergency operations centers, and public safety enhancements
- Economic Development: streetscape, wayfinding, Main Street and storefront improvements

# Challenges and Opportunities

Implementing Capital Improvement Projects in Deadwood poses challenges, such as:

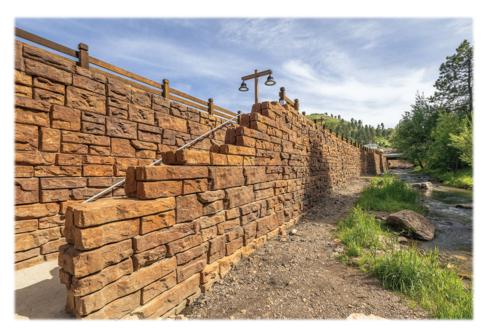
- Balancing modern infrastructure needs with historic integrity
- Managing project expenses in the face of inflation, construction costs and an archaic legislative formula involving gaming revenues
- Dealing with the logistical complexities of construction in a compact, mountainous environment
- Responding to environmental risks, such as flooding and wildfire

However, these challenges are also opportunities for innovation, collaboration, and community engagement.

# Conclusion: Building the Future Together

Capital Improvement Projects are the backbone of Deadwood's evolution from a storied frontier town to a vibrant, forward-looking community. By following a deliberate, transparent, and community-centered framework, the city can preserve its unique character, boost economic vitality, and ensure a high quality of life for generations to come.

Through ongoing planning, public engagement, and responsible investment, Deadwood sets a powerful example of how historic communities can embrace change without losing sight of their past. The framework outlined here provides a roadmap for success—a testament to the city's enduring spirit and vision.

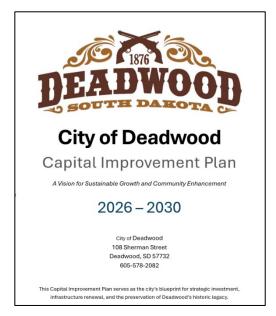


# Capital Improvement Projects Overview

A Vision for Sustainable Growth and Community Enhancement

### Introduction

Deadwood, South Dakota, a city recognized for its rich history and vibrant tourism industry, requires ongoing investments to maintain its infrastructure, support sustainable growth, and enhance quality of life for residents and visitors alike. Capital Improvement Projects (CIPs) are essential for modernizing public assets, supporting economic development, and preserving the city's unique cultural heritage. The following Capital Improvement Projects have been identified for planning and execution as part of the overall Capital Improvement Plan for Deadwood, SD.



# Objectives

- Upgrade and maintain essential infrastructure to meet current and future demands
- Enhance community livability and safety for residents and visitors
- Support economic vitality through targeted investments in public spaces, utilities, and transportation
- Preserve and promote the historic character of Deadwood
- Align capital projects with the city's comprehensive plan and strategic goals

# **Project Selection Criteria**

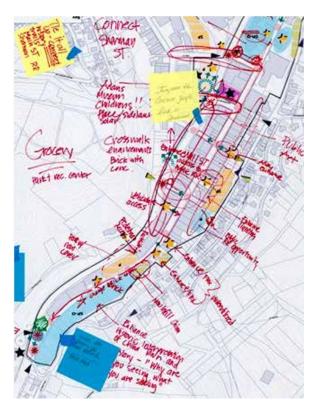
- Urgency and Necessity: Addressing issues critical to public health, safety, and welfare
- Regulatory Compliance: Meeting federal, state, and local mandates or standards
- Community Impact: Enhancing quality of life, accessibility, and public engagement
- Economic Benefit: Supporting commercial growth, tourism, and job creation
- Feasibility and Cost-effectiveness: Selecting projects with sustainable funding and manageable long-term maintenance costs

# Stakeholder Engagement

- Engage city officials, community members, local businesses, and tribal representatives in the planning process
- Host public forums, surveys, and information sessions to collect feedback and refine project priorities
- Coordinate with state and federal agencies for compliance and funding opportunities

# Repairs vs Capital Improvements

Repairs refer to work done to maintain or restore an asset to its original condition.



Repairs are usually routine and necessary to keep property or equipment in efficient operating condition. These costs are typically considered regular expenses and are often included in the operating budget of the respective department.

Capital Improvements, on the other hand, are expenditures that are brand new projects, enhance the value, extend the life, or adapt an asset to a new use. Capital improvements usually involve significant upgrades. These costs are capitalized within the City's financial statements and depreciated over the useful life of the asset.

In summary, repairs are for maintenance and restoration, while capital improvements are new projects, increase value or extend the life of the property. The main difference lies in the nature, scope, and accounting treatment of the expenditure.

It is important to regularly evaluate whether a proposed expenditure qualifies as a repair or a capital improvement, as this affects the budgeting, funding sources, and reporting for each project. Careful distinction ensures compliance with accounting standards and helps the city allocate resources efficiently to maintain existing assets while investing in long-term growth.

# 2026 - 2030 CIP Projects Identified

A Vision for Sustainable Growth and Community Enhancement

### Parking and Transportation Infrastructure

### **PARKING and PARKING FACILITY PROJECTS**

### **Deadwood Trailhead Parking Lot**

- Project Scope: Remove material, surface the area with asphalt, curb and gutter, install lighting
- Objectives: Create satellite parking for trailers and oversize vehicles to efficiently utilize parking inventory (2022 Parking Management Study)



- Key tasks: Engineering, property acquisition from SDDOT, project bidding, grading of property, parking lot surfacing, striping, lighting, landscaping, trolley stop addition, wayfinding
- Estimated Timeline: Construction began summer of 2025, substantial completion by October 31, 2025
- Estimated Cost: \$1,025,000
- Funding Sources: Parking & Transportation Enterprise Funds, SD Game Fish & Parks (2025 Project)

### Miller Street Parking Lot

- Project Scope: Mill, overlay, and stripe the Miller Street Parking Lot
- Objectives: Replace cracked and warn parking lot surface to improve driving and drainage conditions
- Key Tasks: Solicit quotes, award proposal, develop parking lot layout, hire striping separately if necessary
- Estimated Timeline: 2026
- Estimated Cost: \$75,000
- Funding Sources: Parking and Transportation Enterprise Funds (Repairs budget)

### Highway 85 & 385 Satellite Parking Lot

- Project Scope: Surface and landscaping improvements, create a new trolley stop, complete landscaping consistent with other areas of Deadwood
- Objectives: Create satellite parking area for trailers, vehicles with trailers, and oversize vehicles so they do not inefficiently reduce parking inventory in the core areas of town as identified in the 2022 Parking Management Study
- Key Tasks: Landscaping design, installation of wood rail "Deadwood" fence at property boundaries, landscaping, mill/overlay or resurface, trolley stop addition, wayfinding

• Estimated Timeline: 2026

• Estimated Cost: \$125,000

Funding Sources: Parking & Transportation Enterprise Funds, state grants

### **Ferguson Field Parking Lot**

- Project Scope: Mill and overlay parking area or implement previous design plan
- Objectives: improve drainage and the driving surface of the area surrounding the football field
- Key Tasks: Identify whether to conduct a mill/overlay or design implementation
- Estimated Timeline: 2027
- Estimated Cost: \$200,000-\$500,000
- Funding Sources: Parking and Transportation, Historic Preservation, Streets
   Department

### Field of Dreams Parking Lot/Lay Down Area

- Project Scope: Add additional parking on the south side of the football field near the laydown area
- Objectives: Increase parking inventory for events at the complex and increase the footprint of the laydown area
- Key Tasks: Request proposals from engineering firms, BID project, work with Historic Preservation to ensure appropriateness of project, award and construct new area

Estimated Timeline: 2030

Estimated Cost: \$1,500,000

• Funding Sources: Parking & Transportation, Historic Preservation, Streets

### PARKING GARAGE PROJECTS

### **Parking Garage Elevator Project**

- Project Scope: Replace the elevator car and update all necessary components
- Objectives: Replace the existing elevator which no longer functions properly due to age and weather exposure to ensure safe and effective accessibility access to the Broadway Parking Structure
- Key Tasks: Bid project, evaluate bids, award project, move all accessible spaces to the first floor during installation
- Estimated Timeline: 2025
- Estimated Cost: \$550,000
- Funding Sources: Parking & Transportation Enterprise Funds (2025 Project)

## **Broadway Parking Structure Drain Replacement**

- Project Scope: Replacement of drainage system throughout the garage
- Objectives: Install a long-term drainage system to reduce leaks and more effectively drain the garage with poly or similar material
- Key Tasks: Solicit quotes, remove existing drain structure, replace them with new materials
- Estimated Timeline: 2026Estimated Cost: \$80,000
- Funding Sources: Parking & Transportation Enterprise Funds



- Project Scope: Tuckpointing and repair of capstones
- Objectives: Tuckpoint cracked areas of façade and replace damaged capstones
- Key Tasks: Solicit quotes or bid project, work with staff on project timeline
- Estimated Timeline: 2027Estimated Cost: \$80,000
- Funding Sources: Parking & Transportation Enterprise Funds



# **Top Floor Broadway Elevator Foyer**

- Project Scope: Install foyer on the top floor of the parking garage
- Objectives: Protect the elevator from the elements to increase its lifespan and decrease maintenance costs
- Key Tasks: Request design proposals, bid project, install with little interruption to the elevator
- Estimated Timeline: 2028Estimated Cost: \$250,000
- Funding Sources: Parking and Transportation Enterprise Funds

# Replacement of stairs in Parking Garage

- Project Scope: Replace the metal staircase on the south end that leads from the first floor to the second floor, and replace the metal staircase that leads from the fourth floor to Williams Street
- Objectives: Replace the existing metal staircases with new steel or stainless steel staircases. Apply appropriate treatment to prevent premature deterioration of the new ones
- Key Tasks: Identify the staircases that need to be replaced, either request bids or proposals for the removal, construction, and installation of the replacement staircases, work with contractors to apply appropriate finish
- Estimated Timeline: 2029
- Estimated Cost: \$325,000
- Funding Sources: Parking & Transportation Enterprise Funds

### **Broadway Parking Structure Water Project**

- Project Scope: Tap into existing water line to add water access to the garage
- Objectives: Add water access to assist staff with cleaning the structure
- Key Tasks: Locate water line, tap and install a spigot
- Estimated Timeline: 2029
- Estimated Cost: \$15,000
- Funding Sources: Parking and Transportation Enterprise Funds

### PARKING ENHANCEMENT PROJECTS

### **Kiosk updates**

- Project Scope: Replace existing kiosk faces which contain the screens, card and coin readers, and cellular connection interfaces.
- Objectives: Update our parking payment kiosks to keep them up-to-date, user friendly, and more efficient
- Key Tasks: Solicit quotes, evaluate locations, deploy and install
- Estimated Timeline: 2026Estimated Cost: \$60,000
- Funding Sources: Parking & Transportation Enterprise Funds

### **Creation of Trolley Stop shelters**

 Project Scope: Enhance the public transportation system by providing safe and comfortable shelters at trolley stops while increasing the historic appeal through shelter design and placement



- Objectives: Provide protection from weather conditions, seating and clear signage for trolley schedules and routes
- Key Tasks: Identify locations, develop conceptual designs, oversee construction
- Estimated Timeline: 2026-2030
- Estimated Cost: Annually \$35,000
- Funding Sources: Parking & Transportation Enterprise Funds

### New traffic and parking signage throughout town

- Project Scope: Design, procure, and install new traffic and parking signage to improve public safety, enhance traffic flow, and provide clear guidance for residents and visitors regarding parking regulations and road usage
- Objectives: Enhance the visitor experience by providing intuitive navigation for all public streets, municipal lots, and major entry/exit points within Deadwood.
- Key Tasks: Inventory existing signage and assess conditions, identify high-priority areas for signage upgrades or new installations and develop standardized designs for traffic and parking signs
- Estimated Timeline: 2026-2030
- Estimated Cost: Annually \$25,000 \$45,000
- Funding Sources: Parking & Transportation Enterprise Funds

# **Utilities and Public Works**

### **WATER & SEWER PROJECTS**

# Water Redundancy Project

- Project Scope: An infrastructure initiative aimed at enhancing the reliability and resilience of the water supply system
- Objectives: The redundancy project seeks to minimize service interruptions, ensure consistent water quality, and support future growth and emergency preparedness
- Key Tasks: Bid project, evaluate bids, award project, construction management
- Estimated Timeline: 2025
- Estimated Cost: \$1,425,000
- Funding Sources: Water and Sewer Enterprise Funds (2025 Project)

# **Water Storage Facilities**

- Project Scope: To provide a water source for the northeast section of town
- Objectives: Decrease the number of pump cycles per day, relieve head loss in water system
- Key Tasks: Bid project, evaluate bids, award project, construction management
- Estimated Timeline: 2028
- Estimated Cost: \$2,500,000
- Funding Sources: Water Enterprise Funds



### **Cresent Street Reconstruction**

- Project Scope: Upgrade roadways, improve transit options, and enhance pedestrian and bicycle networks
- Objectives: Foster safe and efficient vehicular and pedestrian mobility for residents and visitors
- Key Tasks: Porter property acquisition, road resurfacing, intersection upgrades, wayfinding signage, bikeway extensions, and creation of trolley stop
- Estimated Timeline: Phase project 2026, 2027, 2028, depending on funding
- Estimated Cost: \$1,725,000
- Funding Sources: Department of Transportation (DOT) grants, City General Funds



### Solar streetlights on Stage Run

- Project Scope: Install solar lights in Phase I of Stage Run Development
- Objectives: Improve safety for residence and street department operators
- Key Tasks: System design, secure competitive bids, construction management
- Estimated Timeline: 2027Estimated Cost: \$175,000
- Funding Sources: City General Funds

### Secondary access for Stage Run development

- Project Scope: Build a new secondary access to Stage Run Development.
- Objectives: Improve emergency service access and residential access
- Key Tasks: Auer land acquisition, bid project, evaluate bids, award project, construction management
- Estimated Timeline: 2030
- Estimated Cost: \$8,500,000
- Funding Sources: City General Funds, possible state or federal grants

### **Box Culvert**

- Project Scope: Work with SD Department of Transportation to evaluate options for the replacement of the structure and roadway corridor
- Objectives: Replace the aging structure while accommodating the traveling public and protecting the City of Deadwood's rich history
- Key Tasks: Stakeholder engagement, identification of key infrastructure improvements, traffic and construction management, timeline control
- Estimated Timeline: 2030
- Estimated Cost: \$3,500,000
- Funding Sources: Federal Highway Administration, SD Department of Transportation, City General Funds, Water & Sewer Department Funds



### **Pedestrian Sidewalk Projects**

- Project Scope: Promote a higher quality of life for the residence and a better experience for visitors by providing safe, efficient, and desirable pedestrian travel
- Objectives: Develop an implementation strategy that will assess existing and future pedestrian demand and needs
- Key Tasks: Review 2008 DOT Pedestrian Study, coordinate pedestrian investments, and implement recommended pedestrian improvements
- Estimated Timeline: 2026-2030
- Estimated Cost: Annually \$175,000
- Funding Sources: Parking & Transportation Enterprise Funds, SD Department of Transportation, SD Game Fish & Parks



### **PUBLIC BUILDING PROJECTS**

### **Exterior renovations of Park Shop**

- Project Scope: Rehabilitation of the Parks building with new metal, doors, windows and heating, ventilation, and air conditioning system
- Objectives: Provide a safe environment for City employees
- Key Tasks: Bid project, evaluate bids, award bids, construction management
- Estimated Timeline: 2027
- Estimated Cost: \$220,000
- Funding Sources: Public Buildings / City General Funds

# **Exterior renovations of Streets Shop**

- Project Scope: Rehabilitation of the building with new metal, doors and windows
- Objectives: Provide a safe environment for City employees
- Key Tasks: Bid project, evaluate bids, award bids, construction management

Estimated Timeline: 2025-2028

• Estimated Cost: \$425,000

Funding Sources: Streets
 Budget / City General Funds

### **Construct Salt Shed**

- Project Scope: provide weather protection and a storage facility for City's salt supply
- Objectives: keep salt dry, prevent it from leaching into the environment, and facilitate efficient loading and unloading for road maintenance
- Key Tasks: Design, bid project, evaluate and award bids, construction management

Estimated Timeline: 2028

Estimated Cost: \$150,000

Funding Sources: Streets Budget / City General Funds

### **Elevator for City Hall**

- Project Scope: Install a new elevator in City Hall to service the basement
- Objectives: Provide an ADA accessible elevator to the Archives at City Hall
- Key Tasks: Bid project, evaluate bids, award bids, construction management

Estimated Timeline: 2030

• Estimated Cost: \$375,000

Funding Sources: HP Capital Assets Budget

### **HVAC for City Hall Archives and Archaeological Laboratories**

- Project Scope: Update and replace heating, ventilation, and air conditioning (HVAC) system at City Hall
- Objectives: Improve the efficiency and controls of the City Hall HVAC system
- Key Tasks: Bid project, evaluate bids, award bids, construction management

Estimated Timeline: 2027

Estimated Cost: \$375,000

• Funding Sources: HP Capital Assets Budget

### Homestake-Adams Research and Cultural Center

- Project Scope: Encompasses the assessment, refurbishment, or complete replacement of the existing fire alarm and control system at the Homestake-Adams Research and Cultural Center
- Objectives: Ensure full compliance with current fire safety codes and regulations, improve the reliability and functionality of the fire alarm and control system, and protect the safety of occupants and the integrity of cultural and research assets
- Key Tasks: Bid project, evaluate bids, award bids, construction management
- Estimated Timeline: 2026
- Estimated Cost: \$30,000
- Funding Sources: City General Funds



# Parks, Recreation and Open Spaces

### **CEMETERIES**

# Mt. Moriah Cemetery Projects

- Project Scope: Monument restoration, retaining wall repairs, tree trimming, asphalt resurfacing
- Objectives: Maintain and repair historic cemetery for future generations
- Key Tasks: Identify issues, design, bidding, construction management
- Estimated Timeline: 2026 Monument & wall restoration

2027 Road repair, mill & overlay

• Estimated Cost: \$225,000 Monument

\$125,000 asphalt

Funding Sources: Historic Cemeteries Enterprise Funds

## **Oakridge Cemetery Projects**

- Project Scope: Mill and overlay of main artery through cemetery, add columbarium to hold the cremated remains of the deceased
- Objectives: Keep the vehicular corridor through cemetery in good condition, provide additional opportunities for cremations saving valuable real estate in cemetery
- Key Tasks: Obtain quotes, mill and overlay
- Estimated Timeline: 2026 Road Resurface

2030 Columbarium

Estimated Cost: \$85,000 Road Resurface

\$475,000 Columbarium

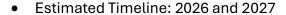
Funding Sources: Oakridge Cemetery Enterprise Funds



### DEADWOOD EVENT COMPLEX

### **Lighting replacement at Deadwood Event Complex**

- Project Scope: Total replacement of lighting for baseball/softball fields, football field and rodeo arena
- Objectives: Replace obsolete lighting poles and fixtures with highly efficient LED lighting system for lower energy costs and greater lighting needs
- Key Tasks: Engineering review, develop phased project, bid, installation



• Estimated Cost: \$690,000

• Funding Sources: City General Funds, HP Capital Assets budget



- Project Scope: Add entrance sign at 76 Drive and Cresent Street
- Objectives: Provide consistent professional public service messaging for activities and events at the complex
- Key Tasks: Design (complete), obtain quotes, construction management

Estimated Timeline: 2026Estimated Cost: \$35,000

Funding Sources: HP Capital Assets Budget

### **Restrooms at Event Complex**

- Project Scope: Create additional restroom opportunities for events and activities at the Deadwood Event Center
- Objectives: Provide convenient, easily accessible facilities for VIP and Rough Stock
   Deck guests and ticket holders
- Key Tasks: Design, bid, construction management

• Estimated Timeline: 2027

• Estimated Cost: \$375,000

Funding Sources: HP Capital Assets

### **North Ramp on Main Grandstands**

Project Scope: Add ADA ramp and access point to Cresent Street

• Objectives: Provide additional ADA compliance and access to reconstructed street

Key Tasks: Design, bid, construction management

Estimated Timeline: 2028Estimated Cost: \$125,000

• Funding Sources: HP Capital Assets

# Second Big Screen/scoreboard at 76 Arena

- Project Scope: Provide permanent location for a second big screen / scoreboard for events and activities held in the Days of 76 arena
- Objectives: Enhance the visitor experience and create a professionally designed, permanent location for big screen and replace temporary telehandler currently used
- Key Tasks: Design (complete), obtain quotes, construction management

Estimated Timeline: 2029Estimated Cost: \$60,000

Funding Sources: HP Capital Assets, BID 8 funding

### PARKS AND PLAYGROUNDS

### Martha Bullock Tennis Court resurface

- Project Scope: Resurface tennis courts with new surface and striping to include pickle ball options
- Objectives: Provide park users' quality experience
- Key Tasks: Develop scope of work, obtain quotes, construction management

Estimated Timeline: 2026Estimated Cost: \$40,000

Funding Sources: City General Funds

# **New Playground Equipment at Keene Field**

• Project Scope: Replace outdated playground equipment

• Objectives: Provide community youth safe playground equipment

• Key Tasks: Develop scope of work, obtain quotes, construction management

Estimated Timeline: 2028Estimated Cost: \$85,000

• Funding Sources: City General Funds / State and Local Grants

# Playground surface at Stage Run

- Project Scope: Install rubber surface in and around playground equipment
- Objectives: Provide community youth safe playground surface and limit parks department maintenance needs
- Key Tasks: Develop scope of work, obtain quotes, construction management
- Estimated Timeline: 2030Estimated Cost: \$75,000
- Funding Sources: City General Funds

### TRAIL SYSTEM DEVELOPMENT

### Mickelson Trail Overlay

- Project Scope: Mill and overlay of surface from trailhead to Walnut Street
- Objectives: Provide safe surface for pedestrians
- Key Tasks: Develop scope of work, obtain quotes, construction management
- Estimated Timeline: 2026
- Estimated Cost: \$45,000
- Funding Sources: City General Funds

# **Trail System Expansions**

- Project Scope: Implement portions of the Deadwood Trail System Master Plan
- Objectives: Enhance and create additional recreational opportunities in Deadwood for hiking and biking
- Key Tasks: Develop scope of work, gather easements,
   NEPA studies, obtain bids, construction management
- Estimated Timeline: Annual expansion
- Estimated Cost: \$50,000 \$100,000 annually
- Funding Sources: City General Funds, BID 8 Funding, SD Game Fish & Parks Grants

# DEADWOOD DEADLES

### **Mickelson Trailhead Restroom**

- Project Scope: Replace vault toilet at Mickelson Trailhead with year-round facility
- Objectives: Provide residents, visitors and trail users with better sanitary facilities
- Key Tasks: Design, bid, construction management
- Estimated Timeline: 2030
- Estimated Cost: \$275,000
- Funding Sources: City General Funds

A Vision for Sustainable Growth and Community Enhancement

#### GENERAL PARKS AND RECREATION PROJECTS

### **Fencing and Landscape improvements**

- Project Scope: Upgrade landscaping and add Deadwood style ranch fence at key locations on public property owned by the City and partner with private property
- Objectives: Create a cohesive professional sense of place for Historic Deadwood
- Key Tasks: Develop scope of work, obtain quotes, construction management
- Estimated Timeline: Annual enhancements
- Estimated Cost: \$35,000 annually
- Funding Sources: City General Funds

### Whitewood Creek Access Points and Vegetation Management

- Project Scope: Continue to enhance and manage Whitewood Creek in Deadwood
- Objectives: Create and maintain public access points and an improved fish habitat
- Key Tasks: Develop scope of work, obtain quotes, construction management
- Estimated Timeline: Annual
- Estimated Cost: \$50,000 to \$75,000 annually
- Funding Sources: City General Funds, BID 8 Funding, SD Game Fish & Parks Grants

# **Shooting Range**

- Project Scope: Shooting berms, fencing, gates, shooting benches, target stands
- Objectives: Create and upgrade a designated public shooting facility designed for recreational and training purposes
- Key Tasks: Develop scope of work, obtain quotes, construction management
- Estimated Timeline: Annual enhancements
- Estimated Cost: \$10,000 annually
- Funding Sources: City General Funds, Friends of NRA Grants, Bureau of Land Management funding, SD Game Fish & Parks Grants

### Irrigation system along Lower Main

- Project Scope: Install irrigation system along Lower Main from Dunlap to 76 Drive
- Objectives: Create a well-maintained park-like entrance into the core area of Deadwood
- Key Tasks: Design, install and maintain irrigation system
- Estimated Timeline: 2028
- Estimated Cost: \$75,000
- Funding Sources: City General Funds

# **DEADWOOD RECREATION AND AQUATIC CENTER**

### Replace Concrete Surface under Water Slide

- Project Scope: Replace concrete surface under water slide feature
- Objectives: Provide safe surfaces in and around public indoor aquatic center
- Key Tasks: Develop scope of work, obtain quotes, construction management
- Estimated Timeline: 2026
- Estimated Cost: \$15,000
- Funding Sources: Bed & Booze Funds

### **Pump Room & UV Light project**

 Project Scope: Add safety features and sump in pool equipment room and UV light



- Objectives: Ensure employee safety in pool equipment room and support pool hygiene and cleanliness for the public
- Key Tasks: Develop scope of work, obtain quotes, construction management
- Estimated Timeline: 2026
- Estimated Cost: \$45.000
- Funding Sources: Bed & Booze Funds

### New recreation and exercise equipment

- Project Scope: Add new and upgraded exercise equipment
- Objectives: Provide inclusive, accessible recreation options for all ages and abilities.
- Key Tasks: Facility retrofit as needed, purchase new amenities
- Estimated Timeline: Ongoing, with annual review and prioritization
- Estimated Cost: \$50,000 bi-annually
- Funding Sources: Bed & Booze Funds, Parks and Recreation Grants, local fundraising, sponsorships

# Historic Preservation and Cultural Resources

### **85 Charles Street Rehabilitation Project**

- Project Scope: Rehabilitate and preserve abandoned and derelict historic structure
- Objectives: Protect Deadwood's historic integrity and boost family housing opportunities
- Key Tasks: Structural assessments, foundation repair and exterior rehabilitation
- Estimated Timeline: 2025-2026
- Estimated Cost: \$125,000
- Funding Sources: local historic preservation budget and eligible grant program

### **Senior/Community Center Project**

- Project Scope: Adaptive reuse of a historic structure while creating a place for senior center and community activities with a state-of-the-art facility
- Objectives: Provide Deadwood and surrounding area a facility for social gatherings
- Key Tasks: Structural assessments, Architectural and Engineering plans,
   Construction Administration, projected operational budget and management plan
- Estimated Timeline: 2025-2026
- Estimated Cost: \$775,000
- Funding Sources: State and federal historic preservation grants, local historic preservation budget, private partnerships

### **Public and Private Retaining Walls**

- Project Scope: Reconstruct and preserve key elements of historic retaining wall systems throughout the community
- Objectives: Protect Deadwood's historic resources, infrastructure and safety of its residents
- Key Tasks: Identification of retaining walls, structural assessments, engineering plans and construction administration
- Estimated Timeline: Ongoing, with annual review and prioritization
- Estimated Cost: \$1,000,000 \$1,200,000 annually
- Funding Sources: Historic Preservation Funds, private-sector partnerships



### **Façade Easement Program**

- Project Scope: Protect, restore, and enhance the historic character of building façades within the Deadwood Historic District by preserving the architectural integrity and encouraging economic revitalization by providing financial and technical support for façade improvements under easement agreements with property owners
- Objectives: Preserve the unique architectural features and historical significance of Deadwood's buildings, support property owners in restoring and maintaining building façades to their original or historically appropriate condition, and formulate legal easements ensuring the ongoing preservation and maintenance of façades
- Key Tasks: Conduct informational sessions and outreach to property owners and stakeholders, identify restoration needs, review proposed plans for historical accuracy and compliance with preservation standards
- Estimated Timeline: 2026-2030
- Estimated Cost: \$300,000 \$500,000 per year
- Funding Sources: Historic Preservation Revolving Loan Program

### **Interpretation of Historic Deadwood**

- Project Scope: Ongoing interpretation of Historic Deadwood, aiming to educate, engage, and inspire visitors and citizens about the town's rich history, cultural heritage, and significance by encompassing historical events, notable figures, architecture, and the impact of Deadwood on regional and national narratives
- Objectives: Provide engaging and accurate information about Historic Deadwood's history, culture, and legacy. Involve local residents, organizations, and descendants in the interpretation process to foster ownership and pride. Develop experiences to attract tourists and encourage longer stays.
- Key Tasks: Historical research, content development, implement comprehensive interpretive plan with themes, stories and a variety of delivery methods
- Estimated Timeline: 2026-2030
- Estimated Cost: \$200,000 \$300,000 per year
- Funding Sources: Historic Preservation
   Funds

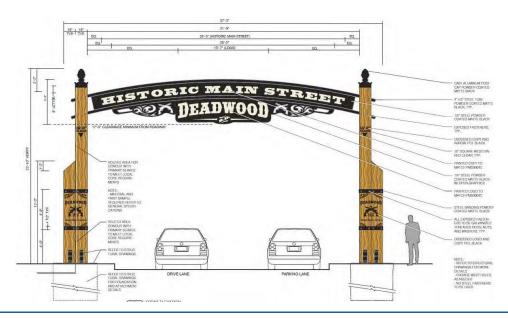


### **Deadwood Alive Theatre**

- Project Scope: Identify and renovate a historic building to serve as the future theater for Deadwood Alive while updating its infrastructure to accommodate modern theatrical performances, audiences, and operational needs
- Objectives: Adapt re-use of a historic space for live performances, including stage, backstage, audience seating, technical needs, ensuring accessibility and safety with modern comfort and amenities while preserving a unique, historic ambiance
- Key Tasks: Structural assessments, design exterior restoration and interior rehabilitation plans, bid, build, and construction management
- Estimated Timeline: 2028
- Estimated Cost: \$1,225,000
- Funding Sources: State and federal historic preservation grants, local preservation funds, private partnerships

# Pedestrian wayfinding system

- Project Scope: Implement a comprehensive pedestrian wayfinding system throughout Historic Deadwood which compliments the existing vehicular signage
- Objectives: Enable pedestrians to easily locate historic sites, attractions, public facilities, and parking areas; increased foot traffic to local businesses and attractions by clearly identifying points of interest and commercial areas
- Key Tasks: Finalize design documents, solicit quotes for fabrication and installation
- Estimated Timeline: 2026-2028
- Estimated Cost: Annually \$75,000
- Funding Sources: HP Capital Assets



# Public Safety and Emergency Services

# **Camera Project**

- Project Scope: Replace, upgrade and install high tech camera system in City owned facilities and public spaces such as City Hall, Adams House Museum, History and Information Center, Mount Moriah Cemetery and our Event Center
- Objectives: Implement all City buildings and security products on a single cloudmanaged platform, accessible from anywhere on any device
- Key Tasks: Prioritize existing system replacement, analyze new location, obtain pricing, permissions, and installation contractor
- Estimated Timeline: 2026-2030
- Estimated Cost: \$30,000 Annually
- Funding Sources: City General Funds, HP Capital Assets and Enterprise Funds

# Firetruck replacement of Tender 9 and Engine 2

- Project Scope: Replacing two aging apparatuses and combining their capabilities
- Objectives: Enhance fire department response with one apparatus that combines pumping, and water ferrying into one unit
- Key Tasks: Identifying space requirements, valuation of apparatus to surplus, obtaining quotes on new unit, stakeholder consultations, order, build
- Estimated Timeline: 2-3 years from identification to delivery budget
- Estimated Cost: \$600,000 to \$1,000,000
- Funding Sources: Sale of units being replaced, Truck Reserve Funds, Grants

### **Establish Substation**

- Project Scope: Establish a new 2-3 bay substation in an identified needed area
- Objectives: Enhance Fire Department response times by establishing a substation in an identified area within the City of Deadwood to better serve the citizens of Deadwood by placing identified apparatus in a newly identified, strategic location, to improve response times.
- Key Tasks: Identify available real estate within the City of Deadwood, obtain quotes for construction, identify types of apparatus to place at substation. Stakeholder consultations.
- Estimated Timeline: 2030+
- Estimated Cost: \$3,000,000 to \$5,000,000
- Funding Sources: Fire Department budget, grants, county resources, private donations.

### **Emergency notice system for Stage Run area**

- Project Scope: Renovation or replacement of fire stations, police headquarters, and emergency operations centers
- Objectives: Enhance emergency response capacity, ensure compliance with modern safety standards, and improve operational efficiency
- Key Tasks: Facility assessments, space planning, stakeholder consultations, phased construction
- Estimated Timeline: 2027Estimated Cost: \$225,000
- Funding Sources: Homeland Security grants, state and federal public safety funds, municipal bonds

# **Upgrade Radio Communications**

- Project Scope: Upgraded radio communications
- Objectives: Upgrade radio communications by identifying areas where radio communications are lacking, and install equipment to enable more efficient radio communication
- Key Tasks: Identify areas where radio communications are hindered. Assess current capabilities, stakeholder meeting, consultations and quotes from vendors
- Estimated Timeline: 2-3 Years
- Estimated Cost: \$100,000 to \$200,000
- Funding Sources: Federal grants, state grants, partnership with Lawrence County dispatch.





# **Economic Development**

### Main Street Master Plan

- Project Scope: Enhance streets, sidewalks, lighting, and landscaping on Main Street and adjacent corridors.
- Objectives: Improve walkability, public safety, and downtown aesthetics to attract visitors and new businesses.
- Key Tasks: Sidewalk renovations, ADA upgrades, decorative lighting, street furniture, and green infrastructure.
- Estimated Timeline: 2-3 years from design to completion.
- Estimated Costs: \$22,350,000
- Funding Sources: HP Bonded Project, local tourism funds, private sponsorships.



### **Citywide Computer Server and IT upgrades**

- Project Scope: Replace outdated computer servers and upgrade its IT infrastructure while enhancing system reliability, security, and performance for city operations
- Objectives: Deploy robust, up-to-date servers and IT systems with advanced security protocols and software to safeguard sensitive city data and comply with regulatory standards
- Key Tasks: Define requirements for new servers and IT upgrades based on departmental needs, develop a detailed project plan with timelines, budget estimates, and risk assessments, install new servers and configure them for city use
- Estimated Timeline: 2026
- Estimated Costs: \$125,000
- Funding Sources: Various City department budgets, City General Funds

# **Annual Project Planning and Implementation Process**

- Annual update on Needs Assessment: Conduct comprehensive evaluations of existing infrastructure and services.
- Annual Prioritization: Rank proposed projects based on criteria such as urgency, community impact, and available funding.
- Budgeting: Prepare multi-year capital improvement budgets outlining estimated costs, funding sources, and timelines.
- Design and Engineering: Develop detailed plans and specifications, conduct necessary permitting, and engage technical consultants.
- Procurement: Issue requests for proposals (RFPs) and select qualified contractors for project delivery.
- Construction: Oversee project execution, ensuring compliance with budget, schedule, and quality standards.
- Monitoring and Evaluation: Track progress, manage project risks, and adjust plans as needed to achieve desired outcomes.

# Community Benefit and Legacy

The execution of well-planned Capital Improvement Project Plan will help safeguard the city's historical treasures while building the foundation for future prosperity. Improved infrastructure attracts new businesses and residents, enhances tourism, and ensures health, safety, and resilience for generations to come. By aligning projects with community values and strategic goals, Deadwood can continue to thrive as a vibrant, welcoming city that honors its past while embracing the promise of tomorrow.

Historic Deadwood will commemorate and celebrate an extraordinary milestone in 2026 – its 150th anniversary. Established in 1876 during the Black Hills Gold Rush, Deadwood has played a significant role on American history. The city has captured the imagination of generations with its legendary stories, dynamic culture, and unwavering spirit. This document helps guide its future for the next 150 years.



# Deadwood Capital Improvement Plan

A Vision for Sustainable Growth and Community Enhancement

# **Conclusion and Formal Adoption**

A comprehensive approach to capital improvements is vital for Deadwood's sustained success. By establishing clear priorities, engaging stakeholders, and pursuing diverse funding opportunities, the city can effectively implement projects that enrich the community, preserve its heritage, and create enduring value. This Capital Improvement Plan is tailored to address the local needs and aspirations, ensuring Deadwood remains a gem of the Black Hills for years to come.

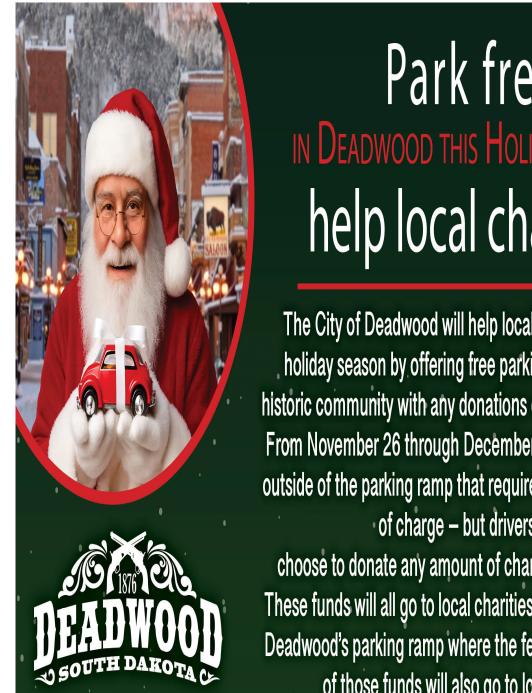
In summary, a thoughtful approach to capital improvement not only preserves what makes Deadwood unique but also paves the way for enduring progress. By fostering collaboration among stakeholders, maintaining financial stewardship, and prioritizing projects with the greatest community impact, the city positions itself for sustainable growth. Commitment to both heritage and innovation will ensure that each completed project becomes a testament to Deadwood's vision and determination – contributing to the city's history and built environment for current and future residents.

The Deadwood City Commission adopted this Capital Improvement Plan on DECEMBER 1, 2025. The plan is subject to an annual review to assess its continued relevance.

Dated this	day of	_ 2025.	
			CITY OF DEADWOOD
			Charlie Struble-Mook, Mayor
			Charle Strubte-Plock, Playor
ATTEOT			
AITEST:			
Jessicca McKeo	wn, Finance Offi	cer	

# Exhibit A – Summary Spreadsheet

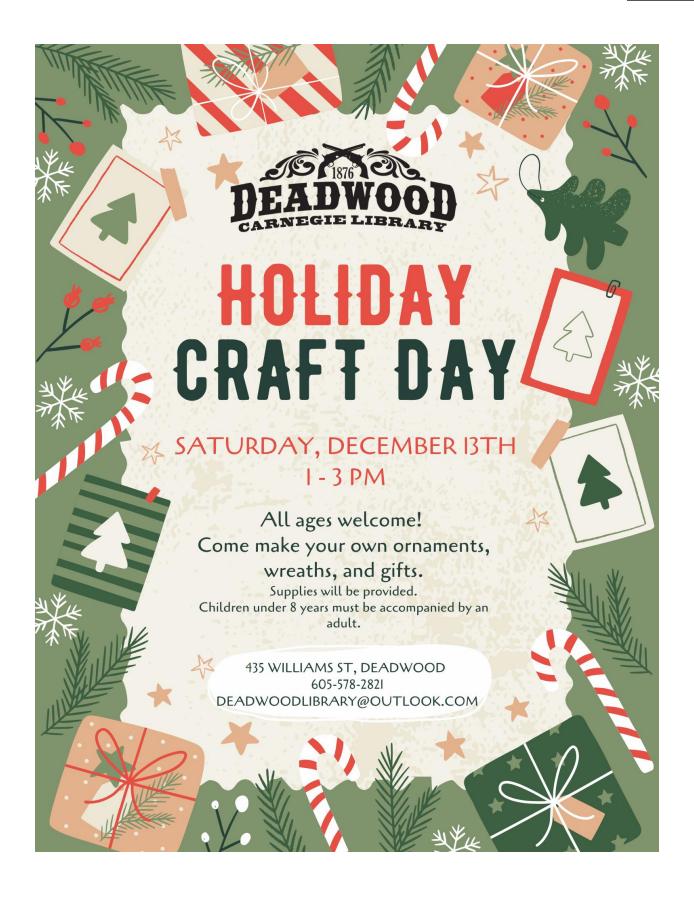
2026 - 2030 CIP Projects I			9	Summary Page		
A Vision for Sustainable Growth and Community	Enhancement					
	202	.6 2	2027	2028	2029	2030
Parking and Transportation Infrastructure		25,000 \$	675,000	\$ 330,000	\$ 405,000	\$ 1,535,000
Utilities and Public Works	\$ 2,15	55,000 \$	1,045,000	\$ 2,925,000	\$ 3,675,000	\$ 9,050,000
Parks, Recreation and Open Spaces	\$ 1,12	25,000 \$	1,020,000	\$ 480,000	\$ 305,000	\$ 1,045,000
Historic Preservation and Cultural Resources	\$ 2,17	75,000 \$	1,450,000	\$ 2,925,000	\$ 1,650,000	\$ 1,675,000
Public Safety and Emergency Services	\$ 3	30,000 \$	1,055,000	\$ 305,000	\$ 30,000	\$ 5,030,000
Economic Development	\$ 12	25,000				\$ 22,350,000
Total Capital Improvement Budget	\$ 5,90	35,000 \$	5,245,000	\$ 6,965,000	\$ 6,065,000	\$ 40,685,000



# Park free IN DEADWOOD THIS HOLIDAY SEASON help local charities

The City of Deadwood will help local organizations this holiday season by offering free parking throughout the historic community with any donations earmarked for charity. From November 26 through December 26, all parking spots outside of the parking ramp that require payment will be free of charge – but drivers can

choose to donate any amount of change in to the kiosks. These funds will all go to local charities. For those parking in Deadwood's parking ramp where the fee is \$5 for the day, all of those funds will also go to local charities.



# CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: November 20, 2025
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Organization: Lead Deadwood 76ers Swim Team
SDCL #22-25-25 authorizes the following organizations or committees to conduct lotteries/raffles. Please indicate your category:
Chartered veterans' organizationReligious organization XX Charitable organizationEducational organization Fraternal organizationLocal civic or service club Political partyVolunteer fire department Political action committee or any committee on behalf of any candidate for political office
Contact Information:
Name: Misty Trewhella
Address: 360 Williams Street
Phone #: 605-641-4549
Email: swimtrewhella@gmail.com
501 (c) 3- Non Profit: Yes <u>XX</u> No
Dates of Ticket Sales: November 24, 2025 through February 23, 2026
Date of Raffle Drawing: February 23, 2026
Value of Raffle Prize: \$800.00
Proceeds will benefit: Deadwood Lead 76ers Swim Team
Office use only:
Presented at City Commission Meeting dated
Finance Office: