### **City Commission Regular Meeting Agenda**



Monday, July 07, 2025 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

- 1. Call to Order and Pledge of Allegiance
- 2. Roll Call
- 3. **Approve Minutes** 
  - a. Approval of June 16, 2025 City Commission minutes.
- 4. Approve Bills
  - a. Approval of Bill List for July 7, 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 Sandra Parsons as a part-time trolley driver at \$17.15 an hour effective July 13, 2025 pending pre-employment screening.
- b. Permission to remove part-time Trolley Driver Reece Beck from payroll effective July 8, 2025.
- c. Update the following for 2025 workers compensation purposes Add: Deadwood City Commissioner Charles Eagleson effective May 19; Historic Preservation Commissioners Beverly Posey and Diana Williams effective June 11; Planning and Zoning Commissioner Jim Williams effective May 21; McGuyre Kyte to the Volunteer Fire Department Roster effective May 8; Remove: Historic Preservation Commissioners Vicki Dar and Tony Williams effective May 28, 2025.
- d. Permission to renew Wellmark health insurance with current plan for city employees from August 1, 2025 through July 31, 2026. Allow Finance officer to sign all associated documents.
- e. Proclamation Fee Lee Wong.

- f. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deeds for Karl and DeeLaina Webb, Steven and Dianna Sjomeling and Ann Jordan.
- g. Approve renewal of 2025-2026 Malt Beverage License for Deadwood Ice Cream Company.
- h. Approve special alcohol license for VFW to serve alcohol at History and Interpretive Lot for Kool Deadwood Nites on Thursday, August 21, Friday, August 22 and Saturday, August 23, 2025 from 11:00 a.m. to 10:00 p.m. daily. No public hearing necessary since license is on publicly owned property. Payment and application have been received.
- i. Resolution 2025-18 Surplus Property.
- j. Resolution 2025-19 Support the City's application to South Dakota Department of Transportation's Community Access Grant program for the reconstruction of Crescent Street.
- k. Acknowledge Mayor's appointments for a Task Force to review and make recommendations regarding Ordinance 5.06 - Mobile Food and Beverage Vending Permits.
- Permission for the Mayor to sign contract with RCS Construction, Inc. for the retaining wall project on McGovern Hill (Bid awarded June 2, 2025.)
- m. Permission for the Mayor to sign Lobbyist Agreement with Roger Tellinghuisen to represent Deadwood Historic Preservation for the 2026 Legislative Session in the amount of \$20,000.00 plus associated fees.
- n. Permission for the Mayor to sign Lobbyist Agreement with Craig Matson to represent the City of Deadwood for the 2026 Legislative Session in the amount of \$20,000.00 plus associated fees.
- o. Permission for the Mayor to sign Agreement between City of Deadwood and Boot Hill Estates, LLC for one septic tank and leach field system.
- Permission for the Mayor to sign Memorandum of Understanding with Black Hills National Forest for National Environmental Policy Act (NEPA) study for Deadwood Trail System.
- q. Permission to allow Parking and Transportation Director to sign necessary documents with Black Hills Security to install a panic button on the parking ramp at a monthly fee of \$44.95 and an installation cost of \$395.00. (To be paid by P & T Professional Services.)
- r. Permission to approve recommendation from Parking & Transportation Committee to allow free ridership on City trolleys during Kool Deadwood Nites (Tuesday, August 19, 2025 through Sunday, August 2, 2025). Acknowledge contribution of \$20,000.00 from BID 1-6 per vote of BID board to assist offset of trolley revenue for event.

- <u>s.</u> Permission to hire Towey Design Group for engineering services for patio repairs needed at Days of '76 Museum in an amount not to exceed \$6,700.00. (To be paid by Public Buildings professional services line item.)
- t. Permission to purchase 5600 gallons of unleaded gas at \$2.99 a gallon from Southside Service not to exceed \$16,744.00. (To be paid by Streets Supplies Budget.)
- u. Permission to purchase 5600 gallons of diesel at \$2.90 a gallon from Southside Service not to exceed \$16,240.00. (To be paid by Streets Supplies Budget.)
- v. Permission to pay Macqueen Equipment in the amount of \$2,710.77 for service work on breathing apparatus and air compressor. (To be paid by Fire Dept. Professional Services line item.)

### 7. **Bid Items**

<u>a.</u> Permission to advertise and set bid opening on August 16, 2025 at 2:00 p.m. for Streets Department Metal Roof Replacement with results to the Deadwood City Commission on August 18, 2025.

### 8. **Public Hearings**

- a. Hold public hearing for Retail (on-off sale) Malt Beverage and SD Farm Wine License (RB-21725) transfer from Pandora's Box LLC to Hunny Bunnies LLC dba Pams Purple Door at 637 Main Street.
- b. Hold public hearing for Retail (on-off sale) Malt Beverage and SD Farm Wine License (RB-21255) transfer from Pandora's Box LLC to Hunny Bunnies LLC dba Gunslingers Saloon at 669 Main Street.
- c. Set public hearing on July 21 for Steer Roping Event: waiver of user fees Friday, August 15 through Sunday, August 17, open container Friday, August 15 through Monday, August 18 from 10:00 a.m. to 2:00 a.m. daily, and special liquor license for Days of '76 Committee from Friday, August 15 through Sunday, August 17, 2025 from 10:00 a.m. to 8:00 p.m. at the Event Complex.
- d. Set public hearing on July 21 for the Preacher Smith Deadwood Redemption Day: street closure on Deadwood Street from Main Street to Pioneer Way from 8:00 a.m. on Saturday, August 16 to 1:00 a.m. on Sunday, August 17, 2025.
- e. Set public hearing on July 21 for Fair in the Square: street closure on Deadwood Street from Main Street to Pioneer Way from 10:00 a.m. on Thursday, September 4 to 10:00 p.m. on Saturday, September 6, 2025.
- f. Set public hearing on July 21 for WO Motorsports Arenacross Race Series: open container from 4:00 p.m. to 10:00 p.m. on Saturday, September 6; and waiver of user fees in lieu of surcharge collection on Thursday, September 4 through Sunday, September 7, 2025 at the Event Complex.

### 9. **Old Business**

a. Resolution 2025-16 - Dissolve TIF 8. (Continued from June 16, 2025.)

### 10. New Business

- a. Act as Board of Adjustment and approve/deny Request for Variance to front yard and side yard setback requirements for 125A Mystery Wagon Road, legally described as Lot 14B, Block 4A of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood formerly Lot 14, Block 4A located n 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. (Approved by Planning and Zoning Commission July 2, 2025.)
- b. Act as Board of Adjustment and approve/deny Request for Variance to front yard and side yard setback requirements for 125B Mystery Wagon Road, legally described as Lot 14A, Block 4A of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood formerly Lot 14, Block 4A located n 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. (Approved by Planning and Zoning Commission July 2, 2025.)
- C. Act as Board of Adjustment and approve/deny Annual Review Conditional Use Permit for Vacation Home Establishment – 596 Main Street – JVK-SD, LLC, legally described as Lot 34 in Block 15, being a part of Mineral Lot 38, and also known as Lot 4, in Block 7 of the City of Deadwood, also known as 596 Main Street, Deadwood, South Dakota with nine (9) conditions. (Approved by Planning and Zoning Commission June 18, 2025.)
- d. Second Reading of Ordinance #1425 Budget Supplement #3 for 2025.
- e. Permission to accept quote from HGH Construction, Inc. for the purchase and installation of windows for 85 Charles Street in an amount not to exceed \$76,153.28. (To be paid by HP Capital Assets.)
- Permission to purchase fifteen 36-Gallon litter receptacles from Victor Stanley at a cost of \$25,436.00 including freight. (To be paid by HP Capital Assets budget line item.)
- g. Permission for pay Sanitation Products in an amount of \$342,440.00 for 2025 Freightliner/Vactor M2106/Impact truck which was ordered in 2024 on state bid pricing. (To be paid by Sewer equipment line item.)
- <u>h.</u> Permission for the Mayor to sign the CapFirst lease/purchase agreement for the 2025 Caterpillar 938 14A Wheel Loader.

### 11. Informational Items and Items from Citizens

a. The regular City Commission meeting schedule for August 4, 2025 will be cancelled and a special Commission meeting will be held on July 31, 2025 at 5:00 p.m. due to scheduling conflicts.

### 12. Executive Session

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

### 13. Adjournment

This will be a public Meeting conducted through Zoom. To participate, join Zoom Meeting

URL: https://us02web.zoom.us/j/6055782082?pwd=Z1QrRXhXaXp4eStPSjg2

YjVTNUtZQT09

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, June 16, 2025 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Dakota. Mayor Charlie Struble-Mook called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Charles Eagleson, Michael Johnson, Blake Joseph and Sharon Martinisko. All motions passed unanimously unless otherwise stated.

### APPROVAL OF MINUTES

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

### **APROVAL OF DISBURSEMENTS**

Martinisko moved, Johnson seconded to approve the June 16, 2025 disbursements as amended. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	82.48
A & B WELDING	SERVICE	178.78
ACE HARDWARE	SUPPLIES	147.69
ADAMS SALVAGE RECYCLING	SERVICE	88.30
ALBERTSON ENGINEERING	PROJECT	7,880.76
ALLEN, TESSA	REIMBURSEMENT	100.00
AMAZON CAPITAL	SUPPLIES	885.86
AMERICINN	LODGING	906.00
ATCO INTERNATIONAL	SUPPLIES	105.36
AUTO VALUE	SUPPLIES	971.37
AVID4 ENGINEERING	PROJECT	4,185.00
BH CHEMICAL	SUPPLIES	3,073.00
BH ENERGY	SERVICE	28,016.04
BH LIBRARY	SUBSCRIPTION	7.98
BH PIONEER	SERVICE	
		1,024.29
BH SPECIAL SERVICES	CLEANING	2,450.00
BUTLER MACHINERY	SERVICE	285.00
CENTURY BUSINESS	SERVICE	216.89
CHAINSAW CENTER	SUPPLIES	186.97
DEADWOOD ALIVE	JUNE	20,000.00
DEADWOOD CHAMBER	BILL LIST	57,567.36
DEADWOOD CHAMBER OUTLAW	BID #9	115,000.00
DEADWOOD ELECTRIC	SERVICE	145.41
DEADWOOD-LEAD ECONOMIC	ALLOCATION	19,000.00
EASTMAN, JOANN	REIMBURSEMENT	321.46
-		
ECANOPY	TENT	9,317.59
ECOLAB	SERVICE	125.18
ESO SOLUTIONS	SERVICE	782.51
FASTENAL	SUPPLIES	77.53
FETERL, RONDA	REIMBURSMENT	145.28
FIB CREDIT CARDS	SUPPLIES	5,106.51
FIRST INTERSTATE BANK	MICROSOFT	37,834.42
FIRST NET	SUPPLIES	240.24
GALLS	SUPPLIES	99.69
GOLDEN WEST	SERVICE	4,805.48
		-
GRIMM'S PUMP	SERVICE	281.88
HIGH PLAINS REMODELS	PROJECT	2,035.69
JACOBS WELDING	SERVICE	962.56
KETEL THORSTENSON	AUDIT	17,000.00
KNECHT	SUPPLIES	405.56
KONE CHICAGO	MAINTENANCE	592.24
KT CONNECTIONS	SERVICE	210.00
LEAD-DEADWOOD SANITARY	SERVICE	25,269.94
LIBERTY NATIONAL BANK	TIF #9	874.65
LYNN'S	SUPPLIES	213.47
MED-TECH RESOURCE	SUPPLIES	730.97
MEISE, VENDELL	REFUND CITATION	20.00
MIDWEST TAPE	SUPPLIES	423.87
MODERN MARKETING	SUPPLIES	759.27
MORRISON, RONDA	SERVICE	1,040.00
MS MAIL	SERVICE	1,182.73
MUTUAL OF OMAHA	INSURANCE	388.54
NHS OF THE BLACK HILLS	SERVICE	3,500.00
NORTHERN TRUCK EQUIPMENT	TOMMY GATE	6,250.00
ONSITE FIRST AID	SUPPLIES	1,326.61
PACTOLA	TIF #11	60,399.93
POMP'S TIRE	SERVICE	203.34
	SERVICE	1,038.42
PRO-STEAM CARPET		•
QUICKTROPHY	SUPPLIES	156.60
QUIK SIGNS	SERVICE	196.78
QUILL	SUPPLIES	62.88
RAPID DELIVERY	SERVICE	36.73
RAPID ROOTER	SERVICE	385.00
RASMUSSEN MECHANICAL	SERVICE	2,810.86
RCS CONSTRUCTION	PROJECT	20,459.70
RUNNING SUPPLY	SUPPLIES	155.70
SANDER SANITATION	SERVICE	13,307.76
SCHMIDT, WILLIAM		5,570.00
· · · · · · · · · · · · · · · · · · ·	PROJECT	· · · · · · · · · · · · · · · · · · ·
SD COMMISSION ON GAMING	CITY SLOTS	32,386.36
SD FIRE CHIEF'S	MEMBERSHIP	100.00
SD HOUSING DEVELOPMENT	TIF #13	46,908.51
SDN COMMUNICATIONS	SERVICE	2,646.00

SERVALL	SUPPLIES	1,831.00
SGMSD	BID #7 PYMT	550,000.00
SHERWIN WILLIAMS	SUPPLIES	621.43
SIMON MATERIALS	ROADSTONE	314.86
SOUTHSIDE OIL	FUEL	16,671.06
SPEARFISH BUILDING	SUPPLIES	749.70
SUMMIT SIGNS AND SUPPLY	SUPPLIES	486.50
SUNKEN FOUNDATION SOLUTION	PROJECT	17,340.00
TALLGRASS LANDSCAPE	PROJECT	674.50
TECHNOLOGY	CAMERAS	8,003.32
THE HANDY MAN	PROJECT	10,538.70
TIMECLOCK PLUS	LICENSE	6,884.80
TOBIN LIVESTOCK EQUIPMENT	SUPPLIES	600.00
TOMS, DON	PROJECT	1,200.00
TREETOP PRODUCTS	SUPPLIES	2,382.50
ULINE	SUPPLIES	513.70
VANWAY TROPHY	SUPPLIES	115.50
VERIZON CONNECT	SERVICE	179.50
WAREING STURGIS	SUPPLIES	1,238.66
WATERS HARDWARE	SUPPLIES	2,497.38
WATERS HARDWARE	GRANTS	580.71
WATERS HARDWARE	GRANTS	1,608.26
WOLFPACK WORKING DOGS	DEPOSIT REFUND	1,000.00

Total \$1,265,455.30

### **CONSENT**

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

- A. Permission to remove part-time police officer, Kay Luther, from payroll effective May 20, 2025.
- B. Permission to accept resignation from part-time trolley driver, John Backlund, effective June 10, 2025.
- C. Permission to approve consulting services from Patricia Brown at \$40.00 per hour, as needed. (To be paid from Library Professional Services.)
- D. Acknowledge annual check from BID #7 Fund to SGMSD, LLC (Deadwood Mountain Grand) per contract in the amount of \$550,000.00.
- E. Permission to make 2025 budget allocation to Deadwood Alive in the amount of \$10,000.00 from Bed and Booze fund.
- F. Resolution 2025-15 Surplus Property.

### RESOLUTION NO. 2025-15 TO DECLARE THE FOLLOWING SURPLUS PROPERTY

**BE IT RESOLVED** by the Deadwood City Commission that the City of Deadwood approved the following be declared surplus and sold to McCook County Sheriff's Office, allowable under SDCL 6-5-2:

6 Body Cams by Retired Cops Model: Commander HD Serial Number's:

100001 - 100002 - 100003 - 100011 - 100013 - 100014

Dated this 16th day of June, 2025

ATTEST: CITY OF DEADWOOD
/s/ Jessicca McKeown, Finance Officer /s/ Alea Struble-Mook, Mayor

- G. Acknowledge correct time of open container in Zone 3 on Friday, August 8, 2025 from 3:00 p.m. to 7:00 p.m. (Originally approved from 10:00 a.m. to 7:00 p.m. on May 19.)
- H. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deed for Ford and Lynn Lungren, Eric and Jennifer Fuhrmann, and Tim and Maria Fuhrmann.
- I. Permission for Mayor to sign annual parking lease with Conrad Companies for two (2) parking spots located on Siever Street for a total of \$150.00 per month plus tax.
- J. Permission to enter into a contract with Brad Schneck for the 2025 Video and GIS Mapping Project in the amount not to exceed \$2,000.00 (To be paid by HP Archives line item.)
- K. Removed for separate consideration in New Business.
- L. Permission to hire Tallgrass Landscape Architecture, LLC for Construction Period Services for the Deadwood Hill Trailhead Parking Lot for an amount not to exceed \$6,963.00 (To be paid by Parking & Transportation Professional Services line item).

- M. Permission to pay Professional Mapping & Surveying, LLC in the amount of \$4,250.00 for creation of legal description for Whitewood Creek Boardwalk/Railroad Avenue. (To be paid by P&Z Professional Services line item.)
- N. Permission to pay Deadwood Electric for picnic shelter power upgrades and fence outlets for Gordon Park in an amount not to exceed \$6,177.80. (To be paid by Parks Improvement budget.)
- O. Permission to pay Brandon Industries \$2,619.00 for Sherman Street sign poles and frames. The original purchase of \$4,216.00 was approved on May 5, 2025 but more materials were needed for a total of \$6,835.00 (To be paid by Parking & Transportation improvements line item.)
- P. Permission to pay Dakota Prairie Landscapes in the amount of \$9,411.00 to repair the hillside slide at the McGovern Hill Water Tanks. (To be paid by Water Professional Services line item.)

### **PUBLIC HEARINGS**

### Thrashin Supply Company

Public hearing was opened at 5:03 p.m. by Mayor Struble-Mook. Bobby Rock, Outlaw Square, was available to answer questions, hearing closed. Martinisko moved, Johnson seconded to approve use of Interpretive Lot from 8:00 a.m. to 6:00 p.m. on Tuesday, August 5, 2025. Roll Call: Aye-All. Motion carried.

### Black Hills Veterans March

Public hearing was opened at 5:04 p.m. by Mayor Struble-Mook. No one spoke in favor or against, hearing closed. Joseph moved, Eagleson seconded to approve waiver of user fees on Friday, September 19 and Saturday, September 20 and open container Saturday, September 20, 2025 from noon to 8:00 p.m. at the Event Complex. Roll Call: Aye-All. Motion carried.

### <u>Set</u>

Martinisko moved, Johnson seconded to set public hearing on July 7 for Retail (on-off sale) Malt Beverage and SD Farm Wine License (RB-21725) transfer from Pandora's Box LLC to Hunny Bunnies LLC dba Pam's Purple Door at 637 Main Street. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on July 7 for Retail (on-off sale) Malt Beverage and SD Farm Wine License (RB-21255) transfer from Pandora's Box LLC to Hunny Bunnies LLC dba Gunslingers Saloon at 669 Main Street. Roll Call: Aye-All. Motion carried.

### **NEW BUSINESS**

### Contract (Item 6K)

Commissioner Eagleson abstained from discussion and vote. Martinisko moved, Johnson seconded to allow Mayor to sign contract with Vicki Dar to collect and transcribe oral histories for 2025. Roll Call: Aye-All. Motion carried.

### First Reading

Finance Officer McKeown spoke about the supplement and changes. Eagleson moved, Joesph seconded to approve first reading of ordinance #1425 Budget Supplement #3 for 2025. Roll Call: Aye-All. Motion carried.

### Resolution

Martinisko moved, Johnson seconded to continue Resolution 2025-16 Dissolve TIF 8. Roll Call: Aye-All. Motion carried.

### **Resolution**

McKeown spoke about the transfers. Martinisko moved, Johnson seconded to approve Resolution 2025-17 #1 Interfund Cash Transfers for 2025. Roll Call: Aye-All. Motion carried.

### RESOLUTION 2025-17 A RESOLUTION TO MAKE THE FOLLOWING INTERFUND CASH TRANSFERS FOR THE YEAR 2025

Be it resolved by the Deadwood City Commission that the City of Deadwood approve the following inter-fund cash transfers, as budgeted, for the year 2025.

From Historic Preservation (Fund 0215) to General Fund (Fund 0101) for impact funds \$1,322,356.00. From Historic Preservation (Fund 0215) to Water Fund (Fund 0602) for impact funds \$160,814.00.

From BID 1-6 (0213), BID 7 (0214), BID 8 (0212) and BID 9 (0211) to General Fund (0101) for administration fees for Business Improvement Districts. \$15,000.00 each for a total of \$60,000.00

Dated this 16th day of June, 2025

ATTEST: CITY OF DEADWOOD
/s/ Jessicca McKeown, Finance Officer /s/ Alea Struble-Mook, Mayor

### Purchase

Parking and Transportation Director Lux spoke about the purchase. Discussion was held concerning consolidating with other departments and the life span on tires. Johnson moved, Joseph seconded to purchase new tires, including mounting, balancing, and disposal for trolleys 1-5 with free tire rotation every 6000 miles for the life of the tires from West Tire & Alignment for an amount not to exceed \$10,877.50. (To be paid from Trolley Supplies line item.) Roll Call: Aye-All. Motion carried.

### Hire

Lux spoke about the project. Johnson moved, Eagleson seconded to hire FMG Engineering for testing and inspection Services for the Deadwood Hill Trailhead Parking Lot construction project for an amount not to exceed \$14,302.49 (To be paid by Parking & Transportation Professional Services Line Item.) Roll Call: Aye-All. Motion carried.

### **Purchase**

Parks, Recreation & Events Director Adler spoke about the purchase. Martinisko moved, Johnson seconded to purchase 206 stadium seats for the Keene Park baseball seating area from Archer Seating Clearing house, not to exceed \$13,323.00, includes shipping. (To be paid from CIP Parks Improvement budget.) Roll Call: Aye-All. Motion carried.

### INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

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

McKeown thanked Librarian Patty Brown for all she has done for the city and wished her luck on her retirement.

### **ADJOURNMENT**

Martinisko moved, Johnson seconded to adjourn the regular session at 5:17 p.m. and convene into Executive Session for personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday, July 7, 2025 at 5:00 p.m.

After coming out of executive session at 6:29 p.m., Martinisko moved, Johnson seconded to adjourn.

ATTEST:	DATE	E:
	BY:	
Jessicca McKeown, Finance Officer		Charlie Struble-Mook, Mayor
Published once at the total approximate cost of		

7/03/2025 12:34 PM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07111 COMBINED - 7/8/25

VENDOR SET: 01

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

01-0578 WATERS HARDWARE

Section 4 Item a.

BANK: FNBAP

BUDGET	ΤO	USE:	CB-CURRENT	BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF				BEV.LICNSE - DWD ICE CRM CO		150.00
		_ ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	150.00
01-0361	SD PUBLIC A	SSURANCE ALL					
		I-31634-4221	101-4111-421	INSURANCE	ADD'25 FRTLINER M2 VACTOR !	TRK 000000	919.79
01-1331	SD MUNICIPA	L LEAGUE					
		I-200003305	101-4111-427	TRAVEL	ELEC.OFFIC.WKSHP-MOOK, MART	,EAG 000000	300.00
01-1652	BLOOMERS FL	OWERS & GIFT					
		I-40925	101-4111-427	TRAVEL	SYMPATHY FLOWERS -MAYOR FAI	MILY 000000	65.00
				DEPARTMENT 1	11 COMMISSION	TOTAL:	1,284.79
01-1171	A & B BUSIN	ESS SOLUTION					
		I-IN1272723	101-4142-422	PROFESSIONAL	COPIER CONTRACT - FINANCE	000000	161.34
01-4711	AMAZON CAPT	TAL SERVICES					
01 4/11	AMAZON CAII		101-4142-426	SUPPLIES	FOLDERS, ENVELOPES, ERASERS-	FIN. 000000	37.65
01-5300	CLUBHOUSE H	OTEL & SUITE	101-4142-427	mp v tini	TODOTNO MOVEOUN UD/EO COU	201 000000	336.00
		I-13170 I-13171	101-4142-427	TRAVEL TRAVEL	LODGING- MCKEOWN-HR/FO SCHOLODGING-GEPPERT-HR & FO SCHOLO		336.00
				DEPARTMENT 1	42 FINANCE	TOTAL:	870.99
 01-0553	MONTANA DAK	OTA UTILITIE					
		I-NAT GAS 06/23/25	101-4192-428	UTILITIES	PERMANENT METER LOCATION	000000	336.24
		I-NAT GAS 06/23/25	101-4192-428-01	UTILITIES - A	A ADAMS HOUSE	000000	151.91
		I-NAT GAS 06/23/25	101-4192-428-02	UTILITIES - A	ADAMS MUSEUM	000000	57.77
		I-NAT GAS 06/23/25	101-4192-428-04	UTILITIES - C		000000	120.32
		I-NAT GAS 06/23/25	101-4192-428-07	UTILITIES - F		000000	210.50
		I-NAT GAS 06/23/25	101-4192-428-08		HISTORY CENTER	000000	61.98
		I-NAT GAS 06/23/25	101-4192-428-09	UTILITIES - H		000000	105.83
		I-NAT GAS 06/23/25	101-4192-428-10	UTILITIES - I		000000	113.42
		I-NAT GAS 06/23/25 I-NAT GAS 06/23/25	101-4192-428-11		CITY PARKS DEPT	000000	47.03 3,454.60
			101-4192-428-13		RECREATION CENTER	000000	
		I-NAT GAS 06/23/25 I-NAT GAS 06/23/25	101-4192-428-14 101-4192-428-15		CITY SHOP PUBLIC WORKS TROLLEY BARN	000000	89.37 55.40
		I-NAT GAS 06/23/25			FLUMA PARK 418 CLIFF ST		31.48
		I-NAT GAS 06/23/25	101-4192-428-19 101-4192-428-21		WELCOME CENTER	000000	163.10
		I-NAT GAS 06/23/25	101-4192-428-24		703 MAIN OUTLAW SQUARE	000000	76.52
		1 14111 0110 00/23/23	101 1172 120 24	0111111110 - 0	, , , o o raita ootum oğomice	00000	10.52

7/03/2025 12:34 PM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07111 COMBINED - 7/8/25

VENDOR SET: 01

FUND : 101 GENERAL FUND
DEPARTMENT: 192 PUBLIC BUILDINGS

Section 4 Item a.

BANK: FNBAP

PAGE: 2

BUDGET TO USE: CB-CURRENT BUDGET

/ENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
)1-0578	WATERS HARI	DWARE continu	ed				
		C-8982	101-4192-425-06	REPAIRS - DAY	RETURNS VALVE-CPLING-TAILPIECE	000000	2.23
		I-7890	101-4192-426	SUPPLIES	(3) 9x3/8 KNIT COVER/PUB BLDGS	000000	9.49
		I-8048	101-4192-425-17	REPAIRS-DAYS	SPRAY TEXTURE/DAYS MUSEUM	000000	18.99
		I-8083	101-4192-426-08	SUPPLIES - HI	BOWL BRUSH-BRUSH CADDY/HISTORY	000000	23.48
		I-8137	101-4192-426	SUPPLIES	3' LIGHTING USBC SYNC CABLE/PB	000000	17.99
		I-8138	101-4192-426	SUPPLIES	LIGHTING USB SYNC CABLE/PB	000000	2.00
		I-8139	101-4192-425	REPAIRS	LAWN FAUCET/PUB BLDGS	000000	29.99
		I-8169	101-4192-426	SUPPLIES	METALIC SHARPIE-12V BATTERY/PB	000000	45.48
		I-8278	101-4192-425	REPAIRS	VLV BOILER DRAIN/PUB BLDGS	000000	13.99
		I-8280	101-4192-425-06	REPAIRS - DAY	NOZZLE-SILLCOCK KEY-HOSE/RODEO	000000	67.97
		I-8298	101-4192-425-06	REPAIRS - DAY	KICKDOWN DOOR STOP-AERATOR/ROD	000000	48.95
		I-8308	101-4192-425-21	REPAIRS - WEL	(2) HANDLE ASSEMBLIES/WELCOME	000000	49.98
		I-8363	101-4192-425-04	REPAIRS - CIT	DUSTPAN-MASONRY DISC-WRENCH/CH	000000	82.47
		I-8379	101-4192-425-13	REPAIRS - REC	1X1/2X8 22 GA SJ EXT TUBE/REC	000000	17.99
		I-8387	101-4192-425-04	REPAIRS - CIT	BRACE-NEEDLE-ADHESIVE/CITY HAL	000000	90.22
		I-8410	101-4192-425-04	REPAIRS - CIT	KEY SET-WASHER-ANCHORS/CITY HA	000000	76.23
		I-8445	101-4192-426-21	SUPPLIES - WE	CLOSET SPUD/WELCOME	000000	16.99
		I-8599	101-4192-425-24	REPAIRS - OUT	BLK SPRAY PAINT-TEXTURED/OSQ	000000	28.97
		I-8632	101-4192-426	SUPPLIES	THIN STY-DOOR SWEEP-CVR/PB	000000	31.95
		I-8657	101-4192-425	REPAIRS	CVR-DOOR SWEEP-TAPE RULE/PB	000000	39.99
		I-8760	101-4192-425-13	REPAIRS - REC	BOLTS AND SCREWS/REC CENTER	000000	9.84
		I-8853	101-4192-425-06	REPAIRS - DAY	DRAIN OPENER/RODEO	000000	64.98
		I-8878	101-4192-426	SUPPLIES	GPF CLOSET KIT/PUB BLDGS	000000	104.97
		I-8919	101-4192-425-08	REPAIRS - HIS	URINAL KIT/HISTORY	000000	79.98
		I-8945	101-4192-426	SUPPLIES	BOB-CHALK LINE-CARP PENCIL/PB	000000	16.56
		I-8968	101-4192-426	SUPPLIES	THERMOMETER-AERATOR-VALVE/PB	000000	41.97
		1-9003	101-4192-426	SUPPLIES	CEILING TILE 2X2/PB	000000	9.25
1-0784	WESTERN STA	ATES FIRE PRO					
		I-WSF692926	101-4192-422-09	PROFESSIONAL	ANNUAL SPRINK-ALARM INSP/HARCC	000000	925.00
1-1003	VERIZON WIF						
		I-6115692438	101-4192-422	PROFESSIONAL	ON CALL PHONE/PUB BLDGS	000000	42.73
1-1502	BLACK HILLS		4.04 44.00 40.5				5.40.00
		I-294452	101-4192-426	SUPPLIES	TP-NATURAL TOWEL/PUB BLDGS	000000	548.86
		I-294904	101-4192-426	SUPPLIES	C; EANER-NILOTRON-TP-TOWEL/PB	000000	336.55
		I-294904A	101-4192-426	SUPPLIES	(6) NILOTRON METERED MTN/PB	000000	38.22
		I-295471	101-4192-426	SUPPLIES	NITRILE GLOVES-TP/PUB BLDGS	000000	1,496.59
1-1626	SERVALL UNI	IFORM AND LIN	404 4400 405 05				
		I-06/10/25 INVOICES	101-4192-426-07		FIRE HALL / 1066664	000000	41.74
		I-06/10/25 INVOICES	101-4192-426-10		LIBRARY / 1066666	000000	38.96
		I-06/12/25 INVOICES	101-4192-426-04		CITY HALL - 1067888	000000	196.79
		I-06/12/25 INVOICES	101-4192-426-13		REC CENTER / 1067889	000000	286.85
		I-06/12/25 INVOICES	101-4192-426-08		HISTORY / 1067887	000000	78.41
		I-06/12/25 INVOICES			WELCOME CENTER / 1067883	000000	39.75
		I-06/12/25 INVOICES	101-4192-426-11	SUPPLIES - PA	PARKS DEPT / 1067884	000000	43.81

7/03/2025 12:34 PM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07111 COMBINED - 7/8/25

VENDOR SET: 01

DEPARTMENT: 192 PUBLIC BUILDINGS

FUND : 101 GENERAL FUND BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

/ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	=========	DESCRIPTION	CHECK#	TMUOMA
01-1626	SERVALL UNI	FORM AND LIN continu	ed				
71 1020	02111122 0111	I-06/12/25 INVOICES	101-4192-426-14	SUPPLIES - ST	STREET DEPT / 1067886	000000	92.74
		I-06/12/25 INVOICES	101-4192-426-15	SUPPLIES - TR	TROLLEY / 1067885	000000	96.45
		I-06/24/25 INVOICES	101-4192-426-07	SUPPLIES - FI	FIRE HALL / 1071965	000000	41.74
		I-06/24/25 INVOICES	101-4192-426-10	SUPPLIES - LI	LIBRARY / 1071967	000000	38.96
		I-06/26/25 INVOICES	101-4192-426-04	SUPPLIES - CI	CITY HALL - 1073165	000000	196.79
		I-06/26/25 INVOICES	101-4192-426-13	SUPPLIES - RE	REC CENTER / 1073166	000000	286.85
		I-06/26/25 INVOICES	101-4192-426-08	SUPPLIES - HI	HISTORY / 1073164	000000	78.41
		I-06/26/25 INVOICES	101-4192-426-21	SUPPLIES - WE	WELCOME CENTER / 1073160	000000	39.75
		I-06/26/25 INVOICES	101-4192-426-11	SUPPLIES - PA	PARKS DEPT / 1073161	000000	43.81
		I-06/26/25 INVOICES	101-4192-426-14	SUPPLIES - ST	STREET DEPT / 1073163	000000	92.74
		I-06/26/25 INVOICES	101-4192-426-15	SUPPLIES - TR	TROLLEY / 1073162	000000	96.45
1-1653	AUTO VALUE	CENTRAL CITY					
		I-832053213	101-4192-426	SUPPLIES	EMERY CLOTH-ULTIMATE BL/PB	000000	25.28
1-3342	RASMUSSEN M	ECHANICAL SE					
		I-SRV123155	101-4192-425-13	REPAIRS - REC	INSTALL EXHAUST FAN/REC	000000	438.00
		I-SRV123388	101-4192-425-14	REPAIRS - STR	INSTALL FAN-DAMPER/STREETS	000000	574.00
)1-3421	S AND C CLE	ANERS					
		I-06/29/25 INV 157	101-4192-422-04	PROFESSIONAL	CITY HALL	000000	998.00
		I-06/29/25 INV 157	101-4192-422-04	PROFESSIONAL	POLICE DEPT	000000	1,165.00
		I-06/29/25 INV 157	101-4192-422-07	PROFESSIONAL	FIRE DEPT	000000	535.00
		I-06/29/25 INV 157	101-4192-422-10	PROFESSIONAL	LIBRARY	000000	768.00
		I-06/29/25 INV 157	101-4192-422-21	PROFESSIONAL	WELCOME CENTER	000000	1,954.00
		I-06/29/25 INV 157	101-4192-422-13	PROFESSIONAL	REC CENTER	000000	1,933.00
		I-06/29/25 INV 297	101-4192-422-24	PROFESSIONAL	OUTLAW SQUARE	000000	465.00
		I-06/29/25 INV 297	101-4192-422-19	PROFESSIONAL	GATEWAY & TRAILS	000000	465.00
		I-06/29/25 INV 297	101-4192-422-08	PROFESSIONAL-	HISTORY BATHROOMS	000000	189.00
		I-06/29/25 INV 297	101-4192-422-22	PROFESSIONAL-	MT MORIAH	000000	594.00
		I-06/29/25 INV 297	101-4192-422	PROFESSIONAL	BALLPARK	000000	648.00
		I-06/29/25 INV 297	101-4192-422-11	PROFESSIONAL	PARKS	000000	630.00
		I-06/29/25 INV 297	101-4192-422-14	PROFESSIONAL	RODEO BACK WHEN THEY BUCKED	000000	117.00
		I-06/29/25 INV 297	101-4192-422-06	PROFESSIONAL-	RODEO CIRCUS	000000	99.00
1-3685	BLACK HILLS	SECURITY &					
		I-06/16/25 INVOICES	101-4192-422-10	PROFESSIONAL	W-3046 LIBRARY / R268187	000000	179.85
		I-06/16/25 INVOICES	101-4192-422-08	PROFESSIONAL-	W-9687 INFO CENTER / R268197	000000	149.85
		I-06/16/25 INVOICES	101-4192-422-06	PROFESSIONAL-	W-9699 RODEO / R268182	000000	134.85
		I-06/16/25 INVOICES	101-4192-422-06	PROFESSIONAL-	W-9700 RODEO / R268183	000000	149.85
		I-06/16/25 INVOICES	101-4192-422-21	PROFESSIONAL	W-9701 WELCOME / R268193	000000	149.85
		I-06/16/25 INVOICES	101-4192-422-02	PROFESSIONAL	W-2002 ADAMS MUSEUM / R268161	000000	89.85
		I-06/16/25 INVOICES	101-4192-422-04	PROFESSIONAL	W-2024 CITY HALL / R268194	000000	134.85
		I-06/16/25 INVOICES	101-4192-422-21	PROFESSIONAL	W-2048 WELCOME / R268192	000000	134.85
		I-06/16/25 INVOICES	101-4192-422-17	PROFESSIONAL-	W-2062 DAYS OF 76 / R268180	000000	134.85
		I-06/16/25 INVOICES	101-4192-422-17	PROFESSIONAL-	W-2063 DAYS OF 76 / R268181	000000	149.85
		I-06/16/25 INVOICES	101-4192-422-09	PROFESSIONAL	W-2064 HARCC / R268185	000000	134.85
		I-06/16/25 INVOICES	101-4192-422-09	PROFESSIONAL	W-2065 HARCC / R268186	000000	149.85

PAGE: 3

Section 4 Item a.

7/03/2025 12:34 PM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07111 COMBINED - 7/8/25

VENDOR SET: 01

FUND : 101 GENERAL FUND
DEPARTMENT: 192 PUBLIC BUILDINGS
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
				========			:=======
01-3685	BLACK HILLS	SECURITY & continue	ed				
		I-06/16/25 INVOICES	101-4192-422-02		W-2066 ADAMS MUSEUM / R268162		134.85
		I-06/16/25 INVOICES	101-4192-422-02		W-2067 ADAMS MUSEUM / R268160	000000	149.85
		I-06/16/25 INVOICES	101-4192-422-01		W-2074 ADAMS HOUSE / R268159	000000	149.85
		I-06/16/25 INVOICES	101-4192-422-04		W-2893 CITY HALL / R268195	000000	179.85
		I-06/16/25 INVOICES	101-4192-422-04		W-3042 CITY HALL WTR / R268196		134.85
		I-06/16/25 INVOICES	101-4192-422-24		W-3058 OUTLAW SQUARE / R268188		179.85
		I-06/16/25 INVOICES	101-4192-422-13		W-9697 REC CENTER / R268189	000000	134.85
		I-06/16/25 INVOICES I-P116601	101-4192-422-13 101-4192-425-01		W-9714 REC CENTER / R268190 REPLACED MOTION DETECTOR/AD HO	000000	149.85 237.25
01-3838	BLUEPEAK						
JI 3030	DHOELBAN	I-TELEPHONE 06/14/25	101-4192-428-04	UTILITIES - C	CITY HALL INTERNET	000000	76.22
		I-TELEPHONE 06/14/25	101-4192-428-04	UTILITIES - C	CITY HALL TELEPHONE	000000	976.71
		I-TELEPHONE 06/14/25	101-4192-428-07	UTILITIES - F	FIRE HALL	000000	298.11
		I-TELEPHONE 06/14/25	101-4192-428-08	UTILITIES - H	HISTORY CENTER	000000	256.05
		I-TELEPHONE 06/14/25	101-4192-428-10	UTILITIES - L	LIBRARY	000000	248.95
		I-TELEPHONE 06/14/25	101-4192-428-13	UTILITIES - R	REC CENTER TELEPHONE	000000	213.21
		I-TELEPHONE 06/14/25	101-4192-428-13	UTILITIES - R	REC CENTER INTERNET	000000	82.99
		I-TELEPHONE 06/14/25	101-4192-428-14	UTILITIES - S	STREET SHOP	000000	43.08
		I-TELEPHONE 06/14/25	101-4192-428-06	UTILITIES - D	DAYS OF '76	000000	84.53
		I-TELEPHONE 06/14/25	101-4192-428-19	UTILITIES - G	GATEWAY VISITORS CENTER	000000	82.99
01-4057	VIEHAUSER E	NTERPRISES,					
		I-59034	101-4192-426-06	SUPPLIES - DA	ASSA 140 KEY CUT ON 1200 CM/GR	. 000000	40.00
01-4711	AMAZON CAPI	TAL SERVICES					
		I-1NJP-PXJ4-PDT9	101-4192-426-04		AERATOR KIT/CITY HALL	000000	18.09
		I-1PVQ-MH31-MJFW	101-4192-426	SUPPLIES	VINTAGE QUAD BULBS-DOC HOLD/PB	000000	100.68
01-4803	SUMMIT FIRE	PROTECTION					
l		I-3320328	101-4192-422-04	PROFESSIONAL	DRY CHEM EXT RECHARGE/CITY HAL	000000	419.75
01-4944	QUADIENT FI	,					
		I-06/23/2025	101-4192-426	SUPPLIES	REFILL POSTAGE METER	000000	500.00
01-5179	TECHNOLOGY	INC					
		I-1702	101-4192-422-06	PROFESSIONAL-	CAT 6 OUTDOOR CABLE/GRANDSTAND	000000	806.35
		I-1741	101-4192-422-06	PROFESSIONAL-	CAT 6 OUTDOOR CABLE/GRANDSTAND	000000	1,000.08
01-5436	PREMIER SUR						
		I-11604	101-4192-433-24	IMPROVEMENTS	RAILINGS - OUTLAW SQUARE	000000	5,826.42
				DEPARTMENT 1	92 PUBLIC BUILDINGS T	OTAL:	37,148.60
01-0510	GOLDEN WEST	TECHNOLOGIE		<b></b>			
İ		I-435326	101-4193-434	MACHINERY/EQU	LAPTOP FOR MAYOR - IT	000000	1,568.92

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07111 COMBINED - 7/8/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 193 COMPUTER SERVICE BUDGET TO USE: CB-CURRENT BUDGET Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
====== 01-4711	AMAZON CAPIT		101-4193-426			000000	44.09
				DEPARTMENT 1	193 COMPUTER SERVICE T	OTAL:	1,613.01
01-0508	GALLS, LLC						
		I-031441340	101-4210-426	SUPPLIES	LEG IRONS, HNDCF KEY, BOOTS-PD	000000	508.85
01-0826	LAWRENCE CO.	AUDITOR					
		I-07/01/2025	101-4210-422	PROFESSIONAL	2023 CENTRAL SQUARE MAINT.FEE	000000	1,779.00
01-1653	AUTO VALUE C	CENTRAL CITY					
		I-832051949	101-4210-425	REPAIRS	ENG.COOLANT-'21 DURANGO/ PD	000000	15.03
		I-832052000	101-4210-425	REPAIRS	OIL FILTER -'21 EXPLORER/ PD	000000	10.18
		I-832052817	101-4210-425	REPAIRS	HEADLIGHT BULBS FOR DURANGOS	000000	21.03
		I-832052873	101-4210-425	REPAIRS	STND COOLANT -'22 CHARGER/PD	000000	6.79
		I-832053598	101-4210-425	REPAIRS	16-14 GA VINYL BUTT - PD	000000	5.37
01-1826	FIRST NET						
		I-287304791844X0625	101-4210-422	PROFESSIONAL	MDT POLICE CARS - JUNE	000000	240.24
01-2133	BEST WESTERN	I RAMKOTA HO					
		I-685791	101-4210-427	TRAVEL	LODGING - WEBB/TRAINING - PD	000000	330.00
01-3135	A-Z SHREDDIN	NG, INC.					
		I-48580062425	101-4210-422	PROFESSIONAL	SHREDDING DOCUMENTS - POLICE	000000	54.35
01-4195	MARCO						
		I-39473669	101-4210-422	PROFESSIONAL	COPIER CONTRACT - POLICE	000000	207.09
01-4317	VIGILANT BUS	SINESS SOLUT					
		I-3777	101-4210-422	PROFESSIONAL	SCREENING - NEW EMPLOYEE	000000	58.50
01-4711	AMAZON CAPIT	AL SERVICES					
		I-146X-3JHC-GKLR	101-4210-426	SUPPLIES	BIKE HELMET - POLICE	000000	28.98
01-5369	SONTECH VEHI	CLE TECHNOL					
		I-15727	101-4210-425	REPAIRS	GUN RACK W/TIMER-'21 DURANG/PD	000000	1,112.50
		I-15955	101-4210-425	REPAIRS	WEAPON RACK W/LOCKS-DURANG/PD	000000	1,292.50
				DEPARTMENT 2	210 POLICE T	OTAL:	5,670.41
01-0578	WATERS HARDW	 Jare					
		D-8779	101-4221-426	SUPPLIES	DBL SIDED TAPE - FIRE DPT	000000	8.99
		I-7929	101-4221-426	SUPPLIES	BROOM, LUG WRENCH - FIRE DPT	000000	52.98
		I-8039	101-4221-426	SUPPLIES	CASTER SOCKET PLAST - FIRE DPT	000000	8.97

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07111 COMBINED - 7/8/25

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
 01-1462	KLAMM, MIKE		=======================================				
		I-06/14/2025	101-4221-427	TRAVEL	MEAL REIMB-FIRE SCHOOL-6/12-14	000000	114.00
01-1653	AUTO VALUE C	CENTRAL CITY					
		I-832052184	101-4221-426	SUPPLIES	HD OIL FARM, AIR FLEET-ENG#2/FD	000000	241.42
		I-832053240	101-4221-425	REPAIRS	TRANS.OIL COOL-HOSE TESTER/FD	000000	3.86
		I-832053509	101-4221-425	REPAIRS	BACK ALARM-TRK #4 / FIRE DPT.	000000	52.99
1-2594	DEADWOOD FIF	RE DEPARTMEN					
		I-06/13/2025	101-4221-422	PROFESSIONAL	STAFFING-W.BILL DAYS/FRI-5MBRS	000000	605.00
		I-06/14/2025	101-4221-422	PROFESSIONAL	STAFFING-W.BILL DAYS/SAT-7MBRS	000000	803.00
		I-06/14/25	101-4221-427	TRAVEL	REIMB.FUEL CHGS TO FIRE SCHOOL	000000	101.66
01-3170	MED-TECH RES	SOURCE LLC					
		I-154061	101-4221-426	SUPPLIES	FIRE VESTS, GEAR BAGS - FIRE	000000	356.84
01-4682	ROBITAILLE,	PAUL					
		I-06/20/2025	101-4221-426	SUPPLIES	REIMB/MARKING TRK BACK-BRSH#6	000000	158.00
01-4810	SCHRAMM, STE	CVE					
		I-06/14/2025	101-4221-427	TRAVEL	MEAL REIMB/FIRE SCHOOL-6/12-14	000000	114.00
01-4949	VAN TASSEL,	SARAH					
		I-06/14/2025	101-4221-427	TRAVEL	MEAL REIMB/FIRE SCHOOL-6/12-14	000000	114.00
01-5034	STURGIS RESE	PONDER SUPPL					
		I-1695	101-4221-434	MACHINERY/EQU	5 -WILDLAND PANTS/ FIRE DEPT	000000	999.95
01-5426	BECK, JOHN						
		I-06-14-2025	101-4221-427	TRAVEL	MEALS AT FIRE SCHOOL-WATERTOWN	000000	114.00
01-5435	CROSSROADS H	HOTEL WATERT					
		I-47874674 - RM 236	101-4221-427	TRAVEL	LODGING/FIRE SCHL-SCHRAM, KLAMM	000000	234.00
		I-47874676	101-4221-427	TRAVEL	LODGING-ST FIRE SCH- J.BECK	000000	234.00
		I-47874699 - RM229	101-4221-427	TRAVEL	LODGING-ST FIRE SCH/S.VANTASSE	000000	234.00
				DE DA DEMENIE O	21 FIDE DEDARMINE ADMINISCEDE	OMAT -	4 EE1 CC
				DEFARIMENT Z	21 FIRE DEPARTMENT ADMINISTRT	JIAL.	4,551.66 
01-1003	VERIZON WIRE	ELESS					
		I-6115692438	101-4232-422	PROFESSIONAL	BLDG INSPECTOR TABLET	000000	26.97
01-1838	RAMKOTA HOTE	EL .					
		I-06/27/25 MOHR	101-4232-427	TRAVEL	BUILDING OFFICIALS MTG/BI	000000	136.00
01-2243	MOHR, TRENT						
		I-06/30/2025	101-4232-427	TRAVEL	LUNCH, FUEL REIMBS-SDBOA/PIERRE	000000	55.38
01-5066	LOOKOUT PLAN	1 + CODE CON					

REGULAR DEPARTMENT PAYMENT REGISTER

Section 4 Item a.

PAGE: 7

VENDOR SET: 01

FUND : 101 GENERAL FUND

BUDGET TO USE: CB-CURRENT BUDGET

PACKET: 07111 COMBINED - 7/8/25

DEPARTMENT: 232 BUILDING INSPECTION BANK: FNBAP

	NAME 	ITEM # 	G/L ACCOUNT NAME		DESCRIPTION	CHECK# ========	AMOUNT
01-5066	LOOKOUT PLAN	+ CODE CON continu	ed				
.1 0000	2001.001 1211.	I-25052	101-4232-422	PROFESSIONAL	PLAN REVIEW 31 SAMPSON/BI	000000	97.20
		I-25053	101-4232-422	PROFESSIONAL	INSPECTION AT VFW-TRAVEL/BI	000000	119.00
				DEPARTMENT 2	232 BUILDING INSPECTION T	OTAL:	434.55
)1-0206	SCHMIDT, WIL	LIAM					
		I-06/23/25 INVOICE	101-4310-425	REPAIRS	CURB-GUTTER 794 UP MAIN/STRTS	000000	2,472.00
		I-06/24/25 INVOICE	101-4310-425	REPAIRS	SIDEWALK 794 UPPER MAIN/STRTS	000000	828.00
1-0578	WATERS HARDW	IARE					
		I-8040	101-4310-426	SUPPLIES	HAND TRUCK-TAPE RULE/STRTS	000000	145.98
		I-8155	101-4310-426	SUPPLIES	CINST ADHESIVE/STRTS	000000	4.49
		I-8318	101-4310-426	SUPPLIES	BOLTS AND SCREWS/STRTS	000000	25.52
		I-8471	101-4310-426	SUPPLIES	RAIN DISH SOAP/STREETS	000000	5.99
		I-8495	101-4310-426	SUPPLIES	PUSH BROOM-SLEDGE HANDLE/STRTS	000000	91.98
		I-8601	101-4310-426	SUPPLIES	15'-25' BLUE EXTENSION CORDS/S	000000	29.98
		I-8786	101-4310-426	SUPPLIES	WHITE-BLUE STRIPING PAINT/STRT	000000	179.85
1-0677	LAWSON PRODU	CTS, INC.					
		I-9312552607	101-4310-426	SUPPLIES	(10) HEX CAP SCREWS/STRTS	000000	15.00
1-0782	JACOBS PRECI	SION WELDIN					
		I-32010	101-4310-426	SUPPLIES	3/8"X6"X10 1/2 ALUM/STRTS	000000	20.33
01-1003	VERIZON WIRE	LESS					
		I-6115692438	101-4310-422	PROFESSIONAL	ON CALL PHONE/STREETS	000000	35.58
01-1171	A & B BUSINE	SS SOLUTION					
		I-IN1271626	101-4310-424	RENTALS	CONTRACT BASE RATE/STRTS	000000	83.14
01-1653	AUTO VALUE C	ENTRAL CITY					
		I-832052353	101-4310-426	SUPPLIES	748MF BATTERY/STRTS	000000	162.99
		I-832052386	101-4310-426	SUPPLIES	10 PC METRIC XL FLEX/STRTS	000000	179.95
		I-832052532	101-4310-426	SUPPLIES	(2) WIX OIL FILTERS DOME/STRTS	000000	14.90
		I-832052684	101-4310-426	SUPPLIES	PRMRY WIRE-BUTT CONN/STRTS	000000	67.79
		I-832052686	101-4310-425	REPAIRS	STANDARD HALOGEN/STRTS	000000	7.01
		I-832052696	101-4310-426	SUPPLIES	RED ON-OFF TOGGLE/STRTS	000000	4.38
		I-832052770	101-4310-425	REPAIRS	(4) CART BATTERY-AIR CONSTR/ST	000000	917.32
		I-832052977	101-4310-426	SUPPLIES	FOLDABLE CREEPER PAD/STRTS	000000	49.95
		I-832053284	101-4310-426	SUPPLIES	MIG WELDING WIRE/STRTS	000000	44.95
1-2715	SPEARFISH BU	ILDING & SU					
		I-6302	101-4310-426	SUPPLIES	TRAFFIC YELLOW-SUPERTUFF/STRTS	000000	754.99
		I-6572	101-4310-426	SUPPLIES	(8) ACRY LTX TRAFFIC YELLOW/ST	000000	999.60
01-3094	BOMGAARS						

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07111 COMBINED - 7/8/25

VENDOR SET: 01

FUND : 101 GENERAL FUND DEPARTMENT: 310 STREETS

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
 01-3974	HI-VIZ SAFET	 FY WEAR, LLC				=======	
		I-101145	101-4310-426	SUPPLIES	HI-VIZ SAFETY WEAR/STRTS	000000	271.35
01-3977	ACE HARDWARE	E OF LEAD					
		I-042192	101-4310-426	SUPPLIES	(6) DARK BLUE STRIPING/STRTS	000000	53.40
01-5356	CED SPEARFIS	SH					
		I-8170-1008895	101-4310-426	SUPPLIES	ANNAPOLIS BOLLARD LED/STRTS	000000	370.61
		I-8170-1009166	101-4310-426	SUPPLIES	(3) LED CORNCOB 36W/STRTS	000000	188.31
				DEPARTMENT 3	310 STREETS	TOTAL:	8,675.30
 01-0213	TRUGREEN CHE						
0 ± 0 C ± J	TIVOGIVEDIN CUE	I-209899566	101-4370-422	PROFFCCT∩MAT	OAKRIDGE CEMETERV	000000	1,880.08
		1-209899566	101-4370-422		OAKRIDGE CEMETERY	000000	1,074.28
01-4528	GAGE'S GARDE	ENS					
		I-109	101-4370-426	SUPPLIES	(3) PERRENI/OAKRIDGE	000000	59.85
				DEPARTMENT 3	370 OAKRIDGE CEMETERY	TOTAL:	3,014.21
 01 <b>-</b> 0213	TRUGREEN CHE	 EM-LAWN					
		I-209899566	101-4520-422	PROFESSIONAL	ST AMBROSE CEMETERY	000000	800.59
		I-209899566	101-4520-422	PROFESSIONAL	GORDON PARK	000000	194.77
		I-209899566	101-4520-422	PROFESSIONAL	MARTHA BULLOCK PARK	000000	100.99
		I-209899566	101-4520-422	PROFESSIONAL	SOFTBALL FIELDS	000000	537.13
		I-209899566	101-4520-422	PROFESSIONAL	FERGUSON FIELDS	000000	510.88
		I-209899567	101-4520-422	PROFESSIONAL	RIVERWALK HY 14A/PARKS	000000	580.40
		I-209899568	101-4520-422	PROFESSIONAL	PLUMA PARK/PARKS	000000	233.47
01-0467	CULLIGAN OF	THE BLACK H					
		I-0023656	101-4520-426	SUPPLIES	(8) 5 GAL BOTTLED WATER/PARKS	000000	58.00
		I-0023872	101-4520-426	SUPPLIES	(12) 5 GAL BOTTLED WATER/PARK	S 000000	87.00
01-0518	BECK'S NURSE	ERY INC					
		I-0021429	101-4520-426	SUPPLIES	(3) 20' EDGING-STAKES/PARKS	000000	89.97
		I-0021434	101-4520-426	SUPPLIES	10' EDGING-STAKES/PARKS	000000	29.99
01-0578	WATERS HARDW						
		I-7947	101-4520-426	SUPPLIES	CLAMP-COUPLING-ELBOW/PARKS	000000	40.35
		I-8141	101-4520-426	SUPPLIES	TANK SPRAYER/PARKS	000000	69.98
		I-8144	101-4520-426	SUPPLIES	MAG BIT HOLDER-BOLTS-SCR/PARK		23.96
		I-8297	101-4520-426	SUPPLIES	BRICK EMBOSSED RED/PARKS	000000	4.49
		I-8394	101-4520-426	SUPPLIES	TRANSPLANT-RAKE-CULTIV/PARKS	000000	46.97
		I-8447	101-4520-426	SUPPLIES	12 PK 9V ALKL BATTERY/PARKS	000000	28.99
		I-8465	101-4520-426	SUPPLIES	(2) 2X8X16 BLOCK/PARKS	000000	4.98
		I-8570	101-4520-426	SUPPLIES	(4) FIP COUPLING/PARKS	000000	9.96

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07111 COMBINED - 7/8/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0578	WATERS HARD	WARE con	tinued				
		I-8776	101-4520-426	SUPPLIES	25 PK OR WTHPRF CONNECTOR/PARK	000000	27.99
		I-8844	101-4520-426	SUPPLIES	2X10X10 PINE/PARKS	000000	18.99
01-0782	JACOBS PREC	ISION WELDIN					
		I-32033	101-4520-434	MACHINERY/EQU	FABRICATE TENT POLE STAND/PARK	000000	1,200.00
01-1171	A & B BUSIN	ESS SOLUTION					
		I-IN1272873	101-4520-424	RENTALS	CONTRACT BASE RATE/PARKS	000000	163.57
01-1333	DEADWOOD EL	ECTRIC					
		I-23380	101-4520-433		WIRE IN NEW SHELTER/PARKS	000000	3,537.34
		I-23381	101-4520-433	IMPROVEMENTS	FENCE OUTLETS IN PARKS/PARKS	000000	2,640.46
01-1502	BLACK HILLS						
		I-295006	101-4520-426	SUPPLIES	(2) 15 GAL BLEACH/PARKS	000000	369.44
01-1653	AUTO VALUE	CENTRAL CITY					
		I-832052289	101-4520-425	REPAIRS	TAIL LIGHT WIRING HA/PARKS	000000	77.24
01-1798	CHAINSAW CE	NTER/DAKOTA					
		I-1-2023131	101-4520-426	SUPPLIES	MIX OIL-TRIM LINE-AIR FILTER/P	000000	128.16
01-3974	HI-VIZ SAFE	TY WEAR, LLC					
		I-101145	101-4520-426	SUPPLIES	HI-VIZ SAFETY WEAR/PARKS	000000	405.91
01-3977	ACE HARDWAR	E OF LEAD					
		I-042168	101-4520-426	SUPPLIES	MOTOR OIL 10W40 QT/PARKS	000000	6.29
		I-042227	101-4520-426	SUPPLIES	TOP-POTTING SOIL-FASTENERS/PAR		86.43
		I-042247 I-042280	101-4520-426 101-4520-426	SUPPLIES SUPPLIES	FASTENERS/PARKS (3) ACE TOP SOIL/PARKS	000000	18.21 16.17
		1-042200	101-4320-420	SOLLHIES	(3) ACE TOF SOTE/FARRS	000000	10.17
01-4345	ULINE	- 40050000	404 4500 406		(4.0)		0.4.04
		I-193733686	101-4520-426	SUPPLIES	(12) DISINFECTANT WIPES/PARKS	000000	84.01
01-4528	GAGE'S GARD						
		I-108	101-4520-426		(14) LG-SMALL 4 PACKS/PARKS	000000	75.90
		I-109	101-4520-426	SUPPLIES	(4) SMALL 4 PACKS/PARKS	000000	17.40
01-4711	AMAZON CAPI	TAL SERVICES					
		I-1NJP-PXJ4-PDT9	101-4520-433	IMPROVEMENTS	OUTDOOR LED LIGHTS/GORDON PARK	000000	759.98
		I-1QRN-4D3R-LM7T	101-4520-426	SUPPLIES	CLEANSMART-PLUGS-PLANNER/PARKS	000000	120.54
01-5122	CONNELL EQU	IPMENT LEASI					
		I-10113036	101-4520-434	MACHINERY/EQU	RIDER SWEEPER PYMT/PARKS	000000	16,787.65
01-5179	TECHNOLOGY	INC					
		I-1738	101-4520-422	PROFESSIONAL	INSTALL CAT 6 WIRE @ REC/PARKS	000000	437.52

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07111 COMBINED - 7/8/25

VENDOR SET: 01

FUND : 101 GENERAL FUND

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM #

DEPARTMENT: 520 PARKS BANK: FNBAP

DESCRIPTION

G/L ACCOUNT NAME

Section 4 Item a.

CHECK# AMOUNT

		"	-,				
====== 01-5434	PRACTICE SPC	ORTS INC			SAFETY BORDER-ADA RAMP/PA		2,499.11
				DEPARTMENT S	520 parks	TOTAL:	32,931.18
01-3062	MARTINISKO,	JOHN	101-4640-422	PROFESSIONAL	JAN-JUN 2025 PZ MEETING	000000	350.00
01-3635	PROFESSIONAL		101-4640-422	PROFESSIONAL	PROFESSIONAL MAPPING & SU	JRVEYI 000000	4,250.00
01-4614	KEEHN, JOSH	I-2025-2	101-4640-422	PROFESSIONAL	JAN-JUNE PZ MEETING	000000	350.00
01-4756	BRUCE, DAVID	I-2025-5	101-4640-422	PROFESSIONAL	JAN-JUNE PZ MEETING	000000	140.00
01-4976	EAGLESON, CH	IARLES I-2025-3	101-4640-422	PROFESSIONAL	ATTEND JAN-5/7/25 P/Z MEE	TING 000000	245.00
01-5071	OWENS, MELVI		101-4640-422	PROFESSIONAL	PZ MTG ATTEND JAN-JUN 202	25 000000	245.00
01-5424	WILLIAMS, JI	I-2025-6	101-4640-422	PROFESSIONAL	ATTEND PZ MEETING- 5/21-J	JUN'25 000000	105.00
					640 PLANNING AND ZONING	TOTAL:	5,685.00
				FUND :	101 GENERAL FUND	TOTAL:	102,029.70

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07111 COMBINED - 7/8/25

VENDOR SET: 01

FUND : 206 LIBRARY FUND DEPARTMENT: 550 LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0467	CULLIGAN OF	THE BLACK H					
		I-0024006	206-4550-422	PROFESSIONAL	5 GAL.BOTTLED WATER - LIBRARY	000000	14.50
01-0545	LYNN'S DAKO	TA MART					
		I-0047 - 6/19/25	206-4550-426	SUPPLIES	PATTY'S RETIREMENT - LIBR	000000	63.98
		I-0048 - 6/19/25	206-4550-426	SUPPLIES	PATTY'S RETIREMENT - LIBR	000000	244.00
01-0973	PETTY CASH-	LIBRARY					
		I-06/27/2025	206-4550-426	SUPPLIES	STORG BAGS, LQD DSH, TRAY - LIBF	000000	9.80
		I-06/27/2025	206-4550-426	SUPPLIES	TEA, PURIF.WATER - LIBR.	000000	8.70
		I-06/27/2025	206-4550-424	PROGRAMMING	SNACKS-CHILDREN PROG LIBR.	000000	9.70
01-1171	A & B BUSIN	ESS SOLUTION					
		I-IN1271684	206-4550-422	PROFESSIONAL	COPIER CONTRACT - LIBRARY	000000	82.48
01-1562	MIDWEST TAP	E, LLC					
		I-507279747	206-4550-434	COLLECTION DE	DVD - LIBRARY	000000	24.64
		I-507399033-HOOPLA	206-4550-434	COLLECTION DE	DIGITAL SERVICES - LIBRARY	000000	199.52
01-3263	DEADWOOD MOI	UNTAIN GRAND					
		I-FOLIO 151664, 6/29	206-4550-427	TRAVEL	APPLICANT LODGING	000000	145.00
01-4711	AMAZON CAPI	TAL SERVICES					
		I-1FRT-LR3F-DKG9	206-4550-434	COLLECTION DE	BOOKS - LIBRARY	000000	192.36
		I-1PWJ-PQ9G-LRWL	206-4550-434	COLLECTION DE	BOOK - LIBRARY	000000	27.87
01-4814	LEONE, JOSE	РН					
		I-308	206-4550-424	PROGRAMMING	JOEY LEONE'S BLUES CONCERT/LIE	3 000000	900.00
				DEPARTMENT 5	50 LIBRARY I	'OTAL:	1,922.55
				FUND 2	06 LIBRARY FUND T	'OTAL:	1,922.55
				TOND Z	ואטומונו בטווט ביי	O 11711.	1, 122.33

PACKET: 07111 COMBINED - 7/8/25

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
01-0931	PLAY IT AGAII		209-4510-434		(4) SPIRIT XE795 ELLIPTICALS/		10,100.00
01-1909	AMERICAN RED	CROSS TRAI I-22852768	209-4510-422	PROFESSIONAL	(6) LIFEGUARD TRAINING/REC	000000	282.00
01-2645	HAWKINS INC	I-7107244	209-4510-426	SUPPLIES	POOL CHEMICAL SUPPLIES/REC	000000	1,093.32
01-3314	CENTURY BUSI	NESS PRODUC I-796015	209-4510-422	PROFESSIONAL	CONTRACT BASE + COPIES/REC	000000	304.67
01-3964	CONVERGINT TI	ECHNOLOGIES I-IN00353100	209-4510-422	PROFESSIONAL	SECURITY SOFTWARE TECH/REC	000000	357.15
01-4125	POOL & SPA CI	ENTER-SPEAR I-SAL 1202625-1	209-4510-426	SUPPLIES	THREAD-SPA VAC OFF THE WALL/R	E 000000	300.14
01-4711		AL SERVICES I-19KM-HCVF-CNH4 I-1D9V-3V1P-3NL3 I-1MR1-3MKL-JK36	209-4510-426 209-4510-426 209-4510-426	SUPPLIES SUPPLIES SUPPLIES	THERMAL PAPER ROLLS/REC COFFEE-RESUSCITATOR MASK/REC BATTERIES-LANYARD-EXT CORD/RE	000000 000000 C 000000	49.50 86.94 109.14
01-5321	THE JUNK DRAI	WER I-1020	209-4510-426	SUPPLIES	LIFEGUARD T SHIRTS-LONG SLV/F	E 000000	550.00
01-5429	MIDWEST FITNI	ESS REPAIR I-161625	209-4510-422	PROFESSIONAL	PREVENT MAINT MACHINES/REC	000000	642.51
				DEPARTMENT 5	10 REC CENTER	TOTAL:	13,875.37
01-0951	DEADWOOD ALIV		209-4980-429	OTHER	BED & BOOZE FOR 2025	000000	10,000.00
				DEPARTMENT 9	80 SPECIAL EVENTS	TOTAL:	10,000.00
				FUND 2	09 BED & BOOZE FUND	TOTAL:	23,875.37

7/03/2025 12:34 PM REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 13

PACKET: 07111 COMBINED - 7/8/25

VENDOR SET: 01

FUND

: 211 BID #9 DEPARTMENT: 630 BID #9

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

75,000.00

BANK: FNBAP

TOTAL:

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

01-4576 DEADWOOD CHAMBER - OUTL

000000 75,000.00

DEPARTMENT 630 BID #9

I-07/01/2025 211-4630-423 MARKETING BID #9 FUNDING

------

FUND 211 BID #9 TOTAL: 75,000.00 7/03/2025 12:34 PM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07111 COMBINED - 7/8/25

VENDOR SET: 01

FUND : 212 BID #8 DEPARTMENT: 630 BID 8

BUDGET TO USE: CB-CURRENT BUDGET

PAGE: 14

BANK: FNBAP

TOTAL: 44,206.40

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
====== 01-0475	DEADWOOD CHA	 Amber & Visi					
		I-06/10/2025-A	212-4630-423	MARKETING	BID #8 GROUP SALES- BILL LIST	000000	5,813.72
01-1441	DAYS OF '76,	INC.					
		I-06/18/2025	212-4630-423	MARKETING	BID #8 SPONSORSHIP-DAYS OF'7	5 000000	25,000.00
1-3602	DEADWOOD GAM	MING ASSOCIA					
		I-626	212-4630-422	PROFESSIONAL	BID #8 CONTRIBUTIOIN	000000	10,000.00
01-4841	MILE UP MARF	KETING SOLUT					
		I-1776	212-4630-423	MARKETING	BID#8-TRAILS/MAPS, BROCHURES	000000	1,417.36
		I-1821	212-4630-423	MARKETING	BID#8-TRAILS/DESIGN HRS,PRIN	rg 000000	1,975.32
				DEPARTMENT 6	530 BID 8	TOTAL:	44,206.40

FUND 212 BID #8

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07111 COMBINED - 7/8/25

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
01-4906	STONE LAND S	SERVICES, LL		VISITOR MGMT TITLE RESEARCH MAIN ST. PRO		7,422.50
				DEPARTMENT 572 HP VISITOR MGMT AND INFO	ORTOTAL:	7,422.50
01-1006	SD MAGAZINE			HIST. INTERP. SUBSCRIP. RENEWAL	000000	29.00
01-1495	GAYLORD BROS	i-2913883	215-4573-335	HIST. INTERP. MICROPERM PEN 0.45MM	000000	35.52
01-5216	WILD WEST H	ISTORY ASSOC I-062025	215-4573-325	HIST. INTERP. SUBSCRIP. RENEWAL	000000	85.00
				DEPARTMENT 573 HP HISTORIC INTERPRETAT	IOTOTAL:	149.52
01-0553	MONTANA DAKO	OTA UTILITIE		142 SHERMAN S SENIOR CENTER 142 SHERMAN	000000	27.89
01-1219	BROKEN BOOT	GOLD MINE, I-62425	215-4575-510	GRANT/LOAN NO 2025-NOT-FOR-PROFIT	000000	25,463.64
01-1971	CUSTER COUNT	TY HISTORICA I-062425	215-4575-520	GRANT/LOAN PR 1881 COURTHOUSE MUSEUM	000000	8,000.00
01-2994	CHAMBERLIN A	ARCHITECTS I-1-2025	215-4575-505-05	142 SHERMAN S TWIN CITY SENIOR CENTER	000000	2,812.00
01-4739	WATERS HARD	I-8454 /S I-8474 /S I-8518 /S I-8930 /S	215-4575-525 215-4575-525 215-4575-525 215-4575-525	GRANT/LOAN PA 44/46 LINCOLN GRANT/LOAN PA 872 MAIN GRANT/LOAN PA 35 LINCOLN GRANT/LOAN PA 870 MAIN GRANT/LOAN PA 5 STEWART ST GRANT/LOAN PA 38 MADISON	000000 000000 000000 000000 000000	168.83 191.13 24.14 120.94 21.24 14.86
				DEPARTMENT 575 HP DEADWOOD GRANT AND LO	DATOTAL:	36,844.67
01-4497	DRINGMAN, PA	AT I-062025		PROFES. SERV. REIMB.LIGHTS FOR BENCH-BLK (	CLB 000000	42.47
01-5423	BITTING, MIC	CHELLE I-062025	215-4576-630	PROFES. SERV. BITTING, MICHELLE/BLOCK CLUM	з 000000	57.05
				DEPARTMENT 576 HP PROFESSIONAL SERVICES		99.52

REGULAR DEPARTMENT PAYMENT REGISTER

Section 4 Item a.

PAGE: 16

BANK: FNBAP

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BUDGET TO USE: CB-CURRENT BUDGET

PACKET: 07111 COMBINED - 7/8/25

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME			SCRIPTION	CHECK#	AMOUNT
====== 01-5298		CHANICAL, LLC			====			========
		I-1272	215-4577-775	CAPITAL ASS	ET CI	TY SODA MACHINE REPAIR	000000	990.00
01-5425	TRITON PLUM	MBING LLC						
		I-1789	215-4577-705	CAPITAL ASS	ET IN	STALL SPRINKLER LIBRARY	000000	1,072.63
				DEPARTMENT	577	HP FIXED CAPITAL ASSET	S OTOTAL:	2,062.63
01-1003	VERIZON WIF	RELESS						
		I-6115692438	215-4641-428	UTILITIES	CI'	TY ARCHIVIST/HP	000000	40.01
01-1827	MS MAIL							
		I-06/13/2025	215-4641-423	PUBLISHING	UT	IL.BILLS MAILING-JUN FOR	MAY 000000	389.31
		I-15248	215-4641-423	PUBLISHING	JU	NE NEWSLETTER	000000	703.50
01-4711	AMAZON CAPI	TAL SERVICES						
		I-1J34-XJYC-3T6Q	215-4641-426	SUPPLIES	HP	/PZ SUPPLIES	000000	91.65
		I-1NV4-VTRP-RXCX	215-4641-426	SUPPLIES	HP	/PZ OFFICE SUPPLIES	000000	56.03
l				DEPARTMENT	641	OFFICE HIST. PRES.	TOTAL:	1,280.50
				FUND	215	HISTORIC PRESERVATION	TOTAL:	47,859.34

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07111 COMBINED - 7/8/25

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

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

BANK: F'NBAP
--------------

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-1643	WOLFF'S PLUM	BING AND HE				========	=======
		I-84476-2	216-1310	DUE FROM OTHE	458 WILLIAMS HAMILTON/CURRY	000000	9,169.34
01-4877	SUNKEN FOUND	DATION SOLUT					
		I-1271	216-1310	DUE FROM OTHE	51 HIGHLAND BAILEY	000000	16,999.34
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	26,168.68
01-1643	WOLFF'S PLUM	MBING AND HE					
		I-84476	216-4653-962-01	SPECIAL NEEDS	458 WILLIAMS HAMILTON/CURRY	000000	4,634.00
01-5051	SODAK TITLE						
		I-OE-0291-25	216-4653-960	CLOSING CO	57 STEWART LOPEZ	000000	120.00
				DEDADEMENTS (	E2 DEVOLUTING LOIN	moma i -	4 754 00
					53 REVOLVING LOAN	TOTAL:	4,754.00
				FUND 2	16 REVOLVING LOAN	TOTAL:	30,922.68

Section 4 Item a.

VENDOR SET: 01

FUND : 602 WATER FUND DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

PAGE: 18

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	TNUOMA
01-0407	SHERWIN WII					=======	
		I-6365-5	602-4330-425	REPAIRS	DTM EG ULTRA-BLDR PAPER/WATER	000000	75.59
1-0578	WATERS HARI	DWARE					
		I-8114	602-4330-425	REPAIRS	PAINT-POLY-FOAM BRUSH/WATER	000000	23.44
		I-8123	602-4330-425	REPAIRS	MASK FILM-DOOR STOP-TAPE/WATER	000000	81.43
		I-8285	602-4330-425	REPAIRS	VLV BOILER DRAIN RET-PURCH/WTR	000000	1.0
		I-8323	602-4330-426	SUPPLIES	KNIT COVER-FRAME-PAINT TRAY/PB		19.2
		I-8461	602-4330-426	SUPPLIES	MIXING CONTAINERS/WATER	000000	5.9
		I-8491	602-4330-425	REPAIRS	PAINT BRUSH-MARA COVER/WTR	000000	26.4
		I-8561	602-4330-426	SUPPLIES	FOAM BRUSH-PAIL LINER/WATER	000000	9.4
		I-8577					41.2
			602-4330-426	SUPPLIES	COVER-PAINT TRAY-GLOVE/WATER	000000	
		I-8858	602-4330-425	REPAIRS	5 AMP BATTERY-GR SPRAY PAINT/W		71.9
		I-9023	602-4330-426	SUPPLIES	GRAY PRO SPRAY PAINT/WATER	000000	11.99
		I-9029	602-4330-425	REPAIRS	14' CAT6 NETWORK CABLE/WATER	000000	19.99
		I-9051	602-4330-426	SUPPLIES	GATE VALVE-BLACK NIPPLE/WATER	000000	131.4
1-0782	JACOBS PREC	CISION WELDIN					
		I-32018	602-4330-425	REPAIRS	1 1/4"X11 GA ROUND TUBE/WATER	000000	33.57
1 1000							
1-1003	VERIZON WIF		600 4000 400	DD 0 DD 0 D 0 D 0 D 0 D 0 D 0 D 0 D 0 D	D	00000	40.0
		I-6115692438	602-4330-422	PROFESSIONAL	PLUMA TANKS/WATER	000000	40.0
		I-6115692438	602-4330-422	PROFESSIONAL	MCGOVERN DENVER DWD HILL/WTR	000000	120.0
		I-6115692438	602-4330-422	PROFESSIONAL	LEE OFFICE PLUMA E MAIN/WATER	000000	160.0
		I-6115692438	602-4330-422	PROFESSIONAL	ON CALL PHONE/WATER	000000	47.7
		I-6115692438	602-4330-422	PROFESSIONAL	ON CALL PHONE/PARKS	000000	42.73
)1-1171	A & B BUSIN	NESS SOLUTION					
		I-IN1271626	602-4330-424	RENTALS	CONTRACT BASE RATE/WATER	000000	83.14
1 1265							
1-1365	SD PUBLIC F						00.00
		I-10621536	602-4330-422	PROFESSIONAL	COLIFORM TESTING/WATER	000000	30.00
1-3836	MID-AMERICA	AN RESEARCH C					
		I-0851841-IN	602-4330-425	REPAIRS	(2) X-TREME SEWER SOLVENT/WTR	000000	1,013.22
1-3974	UT_1/17 CA DE	ETY WEAR, LLC					
11-3914	HI-VIZ SAFE	I-101145	602-4330-426	SUPPLIES	HI-VIZ SAFETY WEAR/WATER	000000	271.30
		1-101145	602-4330-426	20PPITE2	HI-VIZ SAFETI WEAR/WATER	000000	2/1.3
1-4711	AMAZON CAPI	ITAL SERVICES					
		I-1KRT-XP11-HYG4	602-4330-426	SUPPLIES	INK CARTRIDGES - WATER	000000	279.9
1-4721	TOWEY DESIG	GN GROUP INC.					
		I-25-1275	602-4330-422	PROFESSIONAL	CONST SRVCS/HWY 85 WATER EXP	000000	4,156.2
1-5074	DAKOTA PUMI	P INC					
		I-19511	602-4330-425	REPAIRS	PLUMA TANK TOTALIZER/WATER	000000	2,932.31
				DEPARTMENT 3	330 WATER Т	OTAL:	9,729.71

TOTAL:

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07111 COMBINED - 7/8/25

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES

VENDOR NAME ITEM # G/L ACCOUNT NAME

DEPARTMENT: 580 HISTORIC CEMETERIES

BUDGET TO USE: CB-CURRENT BUDGET

PAGE: 19

Section 4 Item a.

BANK: FNBAP

CHECK# AMOUNT

VENDOR	141111111111111111111111111111111111111	11311	O/ E HOOOONI WHEE		BBOOKITION	OHEOR !!	11100111
01-0213	TRUGREEN CH					=======	=======
		I-209899566	607-4580-422	PROFESSIONAL	MT MORIAH CEMETERY	000000	1,074.28
01-3342	RASMUSSEN ME	ECHANICAL SE					
		I-SRV123469	607-4580-425	REPAIRS	INSTALL NEW PVC LINE/MM	000000	264.00
01-3558	DEADWOOD HIS	STORY, INC.					
		I-32834	607-4580-426	SUPPLIES	COOP ADS SD MAG JULY-AUG/MM	000000	398.33
01-3685	BLACK HILLS	SECURITY &					
		I-06/16/25 INVOICES	607-4580-422	PROFESSIONAL	W-9696 MM GIFT SHOP / R268198	000000	134.85
01-3838	BLUEPEAK						
		I-PHONE 06/16/25 MM	607-4580-428	UTILITIES	TELEPHONE - ACCT 7801	000000	156.90
		I-PHONE 06/16/25 MM	607-4580-428	UTILITIES	TELEPHONE - ACCT 5801	000000	50.35
		I-PHONE 06/16/25 MM	607-4580-428	UTILITIES	TELEPHONE - ACCT 6501	000000	135.46
01-4711	AMAZON CAPIT	TAL SERVICES					
		I-19KM-HCVF-CNH4	607-4580-426	SUPPLIES	THERMAL PAPER ROLLS/MM	000000	49.50
					580 HISTORIC CEMETERIES	TOTAL:	2,263.67
				FUND	607 HISTORIC CEMETERIES	TOTAL:	2,263.67

DESCRIPTION

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07111 COMBINED - 7/8/25

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

01-5343	ENTERPRISE F			=========			========
		I-20253006	610-3360-532	PARKING FINE	REFUND CITATION 256339929/P&T	000000	25.00
01-5430	HABERBERGER,	GERARD					
		I-20250620	610-3360-532	PARKING FINE	REFUND CITATION 256336125/P&T	000000	10.00
01-5431	AROMIN, MERC	CEDES					
		I-20250617	610-3362-631	REVENUES-TRAN	(4) OVERPYMTS PARKING/RAMP	000000	40.00
01-5432	STRUCKMANN,	WILLIAM					
		I-20250611	610-3360-532	PARKING FINE	REFUND CITATION 256328962/P&T	000000	30.00
01-5433	MACKAY, THOM	MAS RANDALL					
		I-20253006	610-3360-532	PARKING FINE	REFUND CITATION 256350359/P&T	000000	10.00
				DEPARTMENT	NON-DEPARTMENTAL T	OTAL:	115.00
01-0578	WATERS HARDW	VARE I-8426	610-4360-426	SUPPLIES	(2)2X8 SIGN BLK-GOLD ARROW/P&T	000000	5.98
		1-0420	010-4300-420	SOPPLIES	(2)2A0 SIGN BLA-GOLD ARROW/F&I	000000	J.90
01-1003	VERIZON WIRE	ELESS					
		I-6115692438	610-4360-422	PROFESSIONAL	PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-6115692438	610-4360-422	PROFESSIONAL	(3) PARKING ENFORCEMT SYS/P&T	000000	128.19
01-3156	BRANDON INDU	JSTRIES INC.					
		I-2018592-IN	610-4360-433	IMPROVEMENTS	ALUM POLES-BASE-SIGNS/P&T	000000	6,835.00
01-4766	IPS GROUP IN	1C					
		I-INV100178	610-4360-422-02	PROFESSIONAL	CC TRANS-WIRELESS DATA FEES/P&	000000	5,087.09
		I-INV111670	610-4360-422-02	PROFESSIONAL	CC TRANS-WIRELESS DATA FEES/P&	000000	2,898.15
		I-INV112017	610-4360-426	SUPPLIES	(50) PAPER ROLLS-FREIGHT/P&T	000000	1,917.87
		I-INV112018	610-4360-425	REPAIRS	MAIN OPERATING BOARD/P&T	000000	3,846.04
01-5034	STURGIS RESE	PONDER SUPPL					
		I-1697	610-4360-426	SUPPLIES	RAINCOAT-PANTS-HEM-PATCH/P&T	000000	335.96
				DEPARTMENT 3	60 PARKING/TRANSPORTATION T	OTAL:	21,094.29
 01-0578	WATERS HARDW						
· <del>-</del>		I-8332	610-4361-426	SUPPLIES	COTTON DECK MOP/TROLLEY	000000	23.98
		I-8409			FASTENERS/TROLLEY	000000	17.98
		I-8847	610-4361-426	SUPPLIES	(4) 1.5V WA BATTERY/TROLLEY		29.96
01-1653	AUTO VALUE (	CENTRAL CITY					
		I-832052175	610-4361-426	SUPPLIES	ABSORBETN FLOOR-AIR DOM/TROLLE	000000	90.05
		I-832052685	610-4361-426	SUPPLIES	BITSOC E18 3/8D IMP/TROLLEY	000000	10.95

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07111 COMBINED - 7/8/25 VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION DEPARTMENT: 361 TROLLEY DEPARTMENT BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-3119	CERTIFIED L	ABORATORIES					=======
		I-9206913	610-4361-426	SUPPLIES	BRILLIANCE-SPARKLE-SURCHG/T	PROL 000000	360.95
01-3342	RASMUSSEN M	ECHANICAL SE					
		I-SRV123390	610-4361-434	MACHINERY/EQU	FEPAIRS TO DAMAGED TUBES/TR	ROLL 000000	532.00
01-4317	VIGILANT BU	SINESS SOLUT					
		I-3777	610-4361-422	PROFESSIONAL	SCREENING - NEW EMPLOYEES	000000	115.75
01-5295	WAREING STU	RGIS					
		I-5033880	610-4361-426	SUPPLIES	(2) BRAKE LINING KITS/TROLI	LEY 000000	453.34
				DEPARTMENT 3	61 TROLLEY DEPARTMENT	TOTAL:	1,634.96
01-3838	BLUEPEAK						
		I-TELEPHONE 06/14/25	610-4362-428	UTILITIES	PARKING RAMP	000000	181.94
				DEPARTMENT 3	62 BROADWAY GARAGE	TOTAL:	181.94
					.,		
				FUND 6	PARKING/TRANSPORTATION	TOTAL:	23,026.19

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07111 COMBINED - 7/8/25

VENDOR SET: 01

FUND : 720 DEPOSITS HELD

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DE	SCRIPTION	CHECK#	AMOUNT
01-2444	NAJA SHRINER	S I-07/01/2025	720-4000-429	OTHER	DE	EPOSIT REFUND-SHRINE CIRCUS	000000	1,100.00
01-4015	LIBBY PRODUC	TIONS, LLC I-07/01/25	720-4000-429	OTHER	DE	SPOSIT REFUND - DWD PBR	000000	2,350.00
01-4348	WEM, INC							
01-4943	WESTERN LEGA	I-07/01/2025 CY FOUNDATI	720-4000-429	OTHER	DE	POS.REFUND-MICK.TRL.MARATHON	1 000000	900.00
		I-07/01/2025	720-4000-429	OTHER	DE	EPOS.REFUND-BACK WHEN BUCKED	000000	2,375.00
				DEPARTMENT	000	NON-DEPARTMENTAL :	FOTAL:	6,725.00
				FUND	720	DEPOSITS HELD	TOTAL:	6,725.00

7/03/2025 12:34 PM REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 23

PACKET: 07111 COMBINED - 7/8/25

VENDOR SET: 01

) 1

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: 6,071.03

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT	
01-0585	SD DEPT. O	F REVENUE I-MAY-062025	722-2190	AMOUNTS HELD	SD DEPT. OF REVENUE	000000	6,071.03	
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	6,071.03	

7/03/2025 12:34 PM REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 24

PACKET: 07111 COMBINED - 7/8/25

VENDOR SET: 01

FUND

: 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT ------01-3362 FIRST INTERSTATE BANK I-#8200017030-7/1/25 725-4000-429 OTHER EXPENSE #8200017030-TIF#8-INTEREST BAL 000000 10.39 DEPARTMENT 000 NON-DEPARTMENTAL 10.39 TOTAL:

> FUND 725 TIF #8 DEADWOOD STAGE RUNTOTAL: 10.39

> > REPORT GRAND TOTAL: 373,642.03

Section 4 Item a.

BANK: FNBAP

### CITY OF DEADWOOD

08/01/2025 33830 Account Key: Effective Date:

Hub International Great Plains, LLC (SD) Representative:

081409-0000 Group Number:



An Independent Licensee of the Blue Cross and Blue Shield Association

51-100 Group Renewal Acceptance

Please acknowledge that you have decided to continue coverage for your next renewal period by signing on the Group Administrator signature line.

 $\times$ 

MAKE A CHANGE TO BENEFITS **	**Attach completed and signed Alternate Rate Sheet(s)			
A RENEW ON CURRENT BENEFITS	Health Plan(s):	PM000091/RM000325 - Primary PPO SD		

Important Note: Wellmark will not be mailing any renewal SBCs to you for distribution to your employees. Please visit www.wellmark.com/SBCFinder to download the correct SBC to distribute to your employees 30 days in advance of renewal. This will ensure that your employees have access to the most up-to-date version of the SBC for the plans that you are renewing on.

Total monthly health premium includes commission of \$29.00 per contract per month. Based on current enrollment this equates to \$1334.00 per month.

Prior to signing, be sure to review the disclosure page included in your renewal exhibit. The employer group's effective date is considered a designation of that date as the employer group's plan year and annual renewal date. Your group health plan's annual renewal date and plan year will align with the effective date.

Jessicca@cityofdeadwood.com	Email Address
	Date
	Group Administrator Signature

Please return your completed 51-100 renewal paperwork to your Wellmark Representative by the 15th of the month prior to your renewal effective date.

# We appreciate you choosing to renew with Wellmark.

Run Date: 04/30/2025 10:38 AM B

M

Run Date: 04/30/2025 10:38 AM

CITY OF DEADWOOD

08/01/2025 33830 Account Key: Effective Date:

Hub International Great Plains, LLC (SD) Representative:

081409-0000 Group Number:



An Independent Licensee of the Blue Cross and Blue Shield Association

## Primary and Modified PPO Plans - Renewal Alternates

								_	+	<u> </u>				
		Percent	Ciailge Er 740	35.74%	42.35%	31.53%	18.50%	8.49%	7 770/	0/11.7	0.89%	-2.16%	-3.13%	4.46%
		Monthly	677 AEA A2	74.404.776	97.0,00Z.34	\$65,419.63	\$58,940.47	\$53,960.80	\$51 116 ED	900,100,02	\$50,181./1	348,001.82	\$48,181.33	\$51,957.56
snsus	Emp/Sp/ Child(ren)	5 6	\$3.050.08	62 786 63	44,700.33	\$4,574.80	\$2,315.67	\$2,118.01	\$2 005 11	61 060 00	61,900.00	70.706,14	90,000,14	\$2,038.49
on 4-way ce	Employee/ Child(ren)	9	\$1 892 99	\$1 720 88	\$1,725.00	\$1,090.09 F1,000.09	91,438.45	\$1,317.53	\$1,247,89	\$1 225 00	\$1 187 70	61.101.19	\$1,170.02	\$1,200.48
Premiums based on 4-way census	Employee/ Spouse	. 7	\$2.045.62	\$1 869 15	\$1.726.57	61,650.01	41,334.94	\$1,423.03	\$1.347.69	\$132293	\$1 282 67	81 269 94	\$1,260.04	\$1,203.37
Prem	Employee Only	24	\$1,013.68	\$927.51	\$857.89	6777	41.00	\$109.68	\$672.89	\$660.80	\$641.14	\$634 93	\$683.77	\$637.38
Premiums based on 2-way census	Family Coverage	22	\$2,423.51	\$2,212,16	\$2 025 53	\$1 825 67	2,000,00	\$6.000,14	\$1,563.48	\$1,535.28	\$1.483.05	\$1,480.96	\$1 631 03	\$1.517.52
Premiums 2-way	Single Coverage	24	\$1,006.13	\$922.29	\$869.08	\$782.32	\$72E 20	00.0074	\$696.67	\$683.57	\$668.12	\$650.01	\$669 79	\$624.38
	IN OV Copays	Non PCP	\$40	\$50	\$60	870	6.4	9	\$80	\$80	06\$	\$30	\$80	\$100
	Ŏ Z	PCP	\$20	\$25	\$30	\$35	43	2	\$40	\$40	\$45	\$45	\$40	\$50
	Out Of Pocket Maximum	Single/Family	\$2000/\$4000	\$3000/\$6000	\$4000/\$8000	\$5000/\$10000	\$6000/\$12000	000	\$7000/\$14000	\$8000/\$16000	\$8150/\$16300	\$8550/\$17100	\$6000/\$12000	\$8150/\$16200
	Coins	ul %	20%	20%	20%	20%	30%	, , ,	30%	30%	30%	30%	%0	%0
	Deductible	Single/Family	\$1000/\$3000	\$1500/\$4500	\$2000/\$6000	\$2500/\$7500	\$3000/\$9000	00104	\$3500/\$10500	\$4000/\$12000	\$4500/\$13500	\$5000/\$15000	\$6000/\$12000	\$8150/\$16200
		Drug Id	RM000320-R	RM000321-R	RM000322-S	RM000323-S	RM000324-T	T 300000MG	KINIUU00325-1	RM000326-T	RM000327-U	RM000328-U	RM000318-P	RM000319-Q
		Health Id	PM000086	PM000087	PM000088	PM000089	PM000090	DMADOOD 4	Leonopolial	PM0000092	PM000093	PM000094	PM000084	PM000085
L									1					

Special Notes and Provisions: The "In-Network PCP Office Visit Copay" applies to chiropractors, physical therapists, occupational therapists, mental health/chemical dependency services, and primary care practitioners. PCPs are defined as Advanced Registered Nurse Practitioners, Family/General Practitioners, Internists, Obstetricians/Gynecologists, Pediatricians, and Physician Assistants. The office copay applies to all services, except preventive, and is taken per practitioner per date of service. Infertility is excluded.

These plans have Blue Rx Complete drug card coverage. For more information, please see Wellmark Drug List.

specialty | R - \$15/530/560/\$120 w \$115 BioSim/\$175 specialty/\$225 np specialty P - \$20/\$40/\$80/\$150 w \$140 BioSim/\$200 specialty/\$250 np specialty S - \$20/\$40/\$80/\$160 w \$140 BioSim/\$200 specialty/\$250 np specialty Health and Drug Out of Pocket Maximums are aggregate. Q - \$30/\$60/\$120/\$200 w \$185 BioSim/\$250 specialty/\$300 np

> 2-Way 4-Way

Effective Date of Change

Signature of Group Administrator\*\*

\*\*Signature here acknowledges the plan(s) selected is correct and that the Disclosure exhibit has been read and understood.

35

### **PROCLAMATION**

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

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

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

**WHEREAS**, the public arts committee engaged the artistic services of sculptor James Michael Maher of Spearfish, South Dakota to create a likeness of Deadwood Legend Wong Fee Lee, and

**WHEREAS**, Wong Fee Lee played an important leadership role in creating an acceptance of a multi-cultural community with Deadwood and was well respected throughout Deadwood and the State of South Dakota, and

**WHEREAS**, the descendants of Wong Fee Lee are honoring their heritage by combining their family reunion with this dedication and celebration of the Chinese culture and their role in keeping this heritage alive, and

**WHEREAS**, the statue of Wong Fee Lee will serve as a reminder to residents and visitors of the role the Chinese community had in the settlement of Deadwood and their connection to Deadwood's pioneer beginning.

**NOW THEREFORE**, I, Charlie Struble-Mook, Mayor of the City of Deadwood, by virtue of the authority vested in me by our community, hereby proclaim June 26, 2025, as WONG FEE LEE DAY and urge all citizens to join me in saluting Wong Fee Lee for his contributions to the early days of Deadwood.

In Witness Whereof, I have hereunto set my hand this 26th day of June 2025.

Charlie Struble-Mook, Mayor	

#### RESOLUTION NO. 2025-18 TO DECLARE THE FOLLOWING SURPLUS PROPERTY

**BE IT RESOLVED** by the Deadwood City Commission that the City of Deadwood approved the following be declared surplus and sold to City of Lead for \$50,000.00, allowable under SDCL 6-5-2:

2004 Sterling Acterra Vac Truck	Serial #2FZACGCS04AM50472
Dated this 7th day of July, 2025.	
	City of Deadwood
	Charlie Struble-Mook, Mayor
ATTEST:	
Jessicca McKeown, Finance Office	or

#### **RESOLUTION 2025-19**

# A RESOLUTION IN SUPPORT OF THE COMMUNITY ACCESS GRANT REQUEST

**WHEREAS**, the City of Deadwood has a population of 1,156 residents yet entertains nearly 4 million visitors annually, many who attend the vast variety of special events; and,

**WHEREAS**, many of these events take place at the Deadwood Event Complex with a narrow underimproved thoroughfare known as Crescent Street; and,

**WHEREAS**, Crescent Street is a highly important local multi-modal road used by pedestrians, cars and trucks, trolleys, UTVs, motorcycles, semi-trailers, and horses throughout the entire year; and,

WHEREAS, Crescent Street is one of two roads connecting the Deadwood Event Complex to the community and serves as a main access route to the community's football field (Ferguson Field), baseball fields (Keene Park) and rodeo grounds/event complex (Days of 76 arena), along with a neighborhood housing area; and,

WHEREAS, The Deadwood Event Complex is utilized throughout the entire calendar year for events including Snocross, Days of '76 rodeo, Back When They Bucked rodeo, Deadwood Pro Bull Riding, Monsters of Destruction Monster Trucks, Freestyle motocross, Three-wheeler Rally, Badlands Steer Roping, and Shrine Circus; and,

**WHEREAS**, the reconstruction of this important local roadway has been identified in the City's Capital Improvement Plan due to severe alligator cracking and rutting surface, nonexistent storm sewer and drainage, and lack of curb and gutter; and,

**WHEREAS**, the substandard width of the roadway and lack of pedestrian facilities create safety issues along Crescent Street; and,

**WHEREAS**, the City of Deadwood is applying for a Community Access Grant from the South Dakota Department of Transportation; and

WHEREAS, this grant will be used to improve the safety and accessibility of Crescent Drive,

**NOW, THEREFORE, BE IT RESOLVED,** that the City of Deadwood hereby supports the submission of the Community Access Grant application;

**AND BE IT FURTHER RESOLVED,** that the City of Deadwood will comply with all local zoning and planning regulations, state guidelines and rules and will support and encourage the submission of the grant application, will maintain the finished project and will pay the required match for the grant.

Dated this 7th day of July 2025.	
	CITY OF DEADWOOD
	Charlie Churchle Maale Marian
	Charlie Struble-Mook, Mayor
ATTEST:	
Jessicca McKeown, Finance Officer	

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



Kevin Kuchenbecker Planning, Zoning and Historic Preservation Officer Telephone (605) 578-2082

kevin@cityofdeadwood.com

#### **MEMORANDUM**

**DATE:** July 7, 2025

**TO:** City Commission

FROM: Kevin Kuchenbecker, Historic Preservation Officer & Planning and

Zoning Administrator

**RE:** Task Force – Mobile Food and Beverage Vending

#### **STAFF FINDINGS:**

A Task Force will be created to obtain feedback and recommendations for updates to Ordinance 5.06 – Mobile Food and Beverage Vending. The Task Force will allow business owners, Chamber of Commerce members and residents to participate in the review of the current ordinance and to review the pros and cons of updating the ordinance. Invitations to the Task Force have been sent to the following individuals:

George Milos	Bobby Rock	Emma Garvin
Ken Geinger	Gerard Keating	Charles Eagleson
Dory Hanson	Toby Keehn	Louie LaLonde

Sharon Jacobs Orion Nold Sgt. Poppers Food Truck

Andi McDermott Caleb Arceneaux Bonita Goode

Anita Knipper Kip Mau Destiny Maynard

Ramo Addington Tyler Peterson

# AGREEMENT BETWEEN THE CITY OF DEADWOOD AND R.C.S. CONSTRUCTION INC. RE: 114 MCGOVERN HILL DRIVE RETAINING WALL

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and R.C.S. Construction Inc. with its principal place of business located at 1314 Fountain Plaza Drive, Rapid City, SD 57709, hereinafter referred to as "CONTRACTOR;"

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the reconstruction of the retaining wall located at 114 McGovern Hill Drive in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; and

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

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

**WHEREAS**, CITY has accepted the bid proposal from CONTRACTOR and provides compensation in the amount of One Hundred Fifty One Thousand and 00/100 Dollars (\$151,000.00);

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

- 1. The Recitals set forth above are herein incorporated and made part of this Agreement;
- 2. CONTRACTOR shall provide Reconstruction of the Retaining Wall located at 114 McGovern Hill Drive;
- 3. CONTRACTOR shall be responsible for all applicable permitting;

- 4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work in indicated;
- 5. CONTRACTOR shall provide access to all streets at all times and use traffic control as required;
- 6. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities:
- 7. CONTRACTOR shall be responsible for any damages to any utilities cause by his/her project operations;
- 8. Construction to be completed within 90 days of Notice of Proceed. Liquidated damages in the amount of \$100.00/day will be assessed for each day past the 90-day limit in which construction is not completed.
- 9. CONTRACTOR shall fully execute the work described in the Contract Documents;
- 10. Final payment, constituting the remaining unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by CITY;
- 11. CONTRACTOR shall comply with the following miscellaneous provisions:
  - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
  - b. All work shall be done in a professional workmanlike manner;
  - c. All work will be subject to final inspection by Historic Preservation Officer before acceptance;
  - d. All work is to be completed in accordance with existing building codes;
  - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
  - f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect them from any claims or damages arising out of or in conjunction with the work contemplated herein; and
  - g. Contractor agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services

### performed or materials provided pursuant to this Agreement.

Dated this day of	, 2025.
	CITY OF DEADWOOD
	By:Charlie Struble-Mook, Mayor
ATTEST:	
Jessicca McKeown City Finance Officer	
	R.C.S. Construction, Inc.
	By:  Its: President
State of South Dakota  County of	) ) SS )
On this day of appeared that he executed the same for the	, 2025, before me, the undersigned officer, personally, the owner of R.C.S. Construction, Inc. and acknowledged e purposes therein contained.
IN WITNESS W	HEREOF, I have set my hand and official seal.
(SEAL)	
	Notary Public My Commission Expires:

#### LOBBYIST AGREEMENT

THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between Deadwood Historic Preservation (hereinafter referred to as "Client") and Roger Tellinghuisen, 102 Port Na Haven, Fort Pierre, South Dakota 57532 (hereinafter referred to as "Lobbyist").

- Purpose of Employment. Client employs Roger Tellinghuisen to represent
   Client as its Lobbyist to lobby on Client's behalf in the 2026 session of the South Dakota
   Legislature.
- 2. <u>Lobbyist Fees</u>. Client shall pay to Lobbyist as Lobbyist fees for such representation the following sums:
- (A) <u>Contract Lobbyist</u> \$20,000.00 and Lobbyist registration fee of \$40.00. The fees for lobbying shall be paid within 10 days of the date of the commencement of the 2026 Legislative Session.
- 3. Conflict of Interest. Client recognizes that Lobbyist is engaged in the business of lobbying for a number of clients. From time to time a particular bill pending before the Legislature or issue of legislative concern may affect more than one of Lobbyist's clients. Client and Lobbyist recognize that the legislative interests of Client and other clients of Lobbyist may not always be compatible. Any conflict of interest which arises with respect to any legislative issue will be brought to the attention of all affected clients by Lobbyist and will be resolved in the following manner: (1) An effort will be made to resolve or compromise the conflict between clients. Such a compromise must be agreed to by all affected clients; (2) If a client elects to withdraw the conflicting issue from its legislative program, the conflict of interest will be considered resolved; (3)

If a conflict is not resolved by a client's withdrawal of the issue or mutual compromise (i.e. waiver of conflict) of the conflicting points of view, Lobbyist shall continue to represent, on the conflicting issue, only the legislative interests of the client which has retained Roger Tellinghuisen as a registered lobbyist for the longest period of time. In this circumstance, Client agrees that it will not object in any manner to this continued representation of other clients. For purposes of this article, client includes any parent, subsidiary or affiliated entity of such client.

4. Terms of this Agreement. This Agreement shall be effective until the conclusion of the 2026 Legislative Session of the South Dakota Legislature. This Agreement may continue from time to time on such terms as are agreed upon by the parties.

IN WITNESS WHEREOF, the Lobbyist and Client have executed this Agreement the day and year first above written.

**Deadwood Historic Preservation** 

ву	
•	
Its	
_	
$\mathbf{B}\mathbf{y}$	
_	Roger Tellinghuisen

#### LOBBYIST AGREEMENT

THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the City of Deadwood (hereinafter referred to as "Client") and Craig Matson, 2309 Brighton Dr., Sioux Falls, South Dakota 57106 (hereinafter referred to as "Lobbyist").

- Purpose of Employment. Client employs Craig Matson to represent Client as its Lobbyist to lobby on Client's behalf in the 2026 session of the South Dakota Legislature.
- 2. <u>Lobbyist Fees</u>. Client shall pay to Lobbyist as Lobbyist fees for such representation the following sums:
- (A) <u>Contract Lobbyist</u> \$20,000.00 and Lobbyist registration fee of \$40.00. The fees for lobbying shall be paid within 10 days of the date of the commencement of the 2026 Legislative Session.
- 3. Conflict of Interest. Client recognizes that Lobbyist is engaged in the business of lobbying for a number of clients. From time to time a particular bill pending before the Legislature or issue of legislative concern may affect more than one of Lobbyist's clients. Client and Lobbyist recognize that the legislative interests of Client and other clients of Lobbyist may not always be compatible. Any conflict of interest which arises with respect to any legislative issue will be brought to the attention of all affected clients by Lobbyist and will be resolved in the following manner: (1) An effort will be made to resolve or compromise the conflict between clients. Such a compromise must be agreed to by all affected clients; (2) If a client elects to withdraw the conflicting issue from its legislative program, the conflict of interest will be considered resolved; (3) If a conflict is not resolved by a client's withdrawal of the issue or mutual compromise

(i.e. waiver of conflict) of the conflicting points of view, Lobbyist shall continue to represent, on the conflicting issue, only the legislative interests of the client which has retained Roger Tellinghuisen as a registered lobbyist for the longest period of time. In this circumstance, Client agrees that it will not object in any manner to this continued representation of other clients. For purposes of this article, client includes any parent, subsidiary or affiliated entity of such client.

4. Terms of this Agreement. This Agreement shall be effective until the conclusion of the 2026 Legislative Session of the South Dakota Legislature. This Agreement may continue from time to time on such terms as are agreed upon by the parties.

IN WITNESS WHEREOF, the Lobbyist and Client have executed this Agreement the day and year first above written.

City of Deadwood

By\_\_\_\_\_\_

Its\_\_\_\_\_

By\_\_\_\_\_
Craig Matson

# AGREEMENT BETWEEN THE CITY OF DEADWOOD AND BOOT HILL ESTATES, LLC RE: SEPTIC TANK AND LEACH FIELD

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as ;'CITY," and Boot Hill Estates, LLC, a SD LLC with its principal place of business located at 1920 Valley View Ct., Huron, SD 57350, hereinafter referred to as "OWNER;"

WHEREAS, OWNER desires to enter into an agreement with CITY which will allow construction on a septic tank and leach field; and

#### **WHEREAS**, the CITY and OWNER agree to the following terms:

- The Recitals set forth above are herein incorporated and made part of this Agreement;
- Owner acknowledges and agrees that should be the property be subdivided into more than one parcel, the subdivision ordinances (Title 16) of the CITY shall be in effect;
- OWNER acknowledges and agrees that according to the subdivision ordinances, within 180 days of water and sewer services, the structure shall be connected to these services;
- 4. OWNER acknowledges and agrees that the septic tank and leach field shall be approved by DANR and properly maintained;
- OWNER acknowledges and agrees that all work shall meet the ordinances, construction standards, and building codes of the CITY; and,
- 6. OWNER agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims

Section 6 Item o.

or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person should CITY deny OWNER with future permits allowing construction of the septic system and cistern to be completed should developer fail to complete the necessary infrastructure.

Dated this	day of	, 2025.	
		CITY OF DEADWOOD	
		By:Charlie Struble-Mook, Mayor	
		OWNER	
		By:	
		Kim Tschetter, Owner	



FS Agreement No.	25-MU-11020300-009
Cooperator Agreement No.	

# MEMORANDUM OF UNDERSTANDING Between The CITY OF DEADWOOD And The USDA, FOREST SERVICE, REGION 2 BLACK HILLS NATIONAL FOREST NORTHERN HILLS RANGER DISTRICT

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into, by and between the City of Deadwood, hereinafter referred to as the "City" and the USDA, Forest Service, Region 2, Black Hills National Forest, Northern Hills Ranger District, hereinafter referred to as the "U.S. Forest Service."

<u>Background</u>: The City of Deadwood aspires to provide a non-motorized trail that connects Deadwood to Mount Roosevelt. Mt. Roosevelt and the Friendship tower are historic areas on the Northern Hills Ranger District. The portion of the proposed trail on National Forest System land is approximately 8.0 miles. Once approved, a special use permit would be issued to the City of Deadwood to build and maintain the trail. The permit would be only for NFS lands and does not include any private lands, BLM lands, or City of Deadwood property.

Title: Mt. Roosevelt Proposed Trail System Analysis

#### I. PURPOSE:

The purpose of this MOU is to document the cooperation between the parties to prepare an environmental analysis pursuant to the National Environmental Policy Act (NEPA) in accordance with the following provisions.

#### II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service has discretion to accept or reject the City's proposal, and as part of its decision process, the U.S. Forest Service must comply with the NEPA, the National Forest Management Act of 1976, the U.S. Forest Service special-use permit regulations in 36 C.F.R. 251, and other applicable statutes, regulations, Executive Orders, and the U.S. Forest Service Manual and Handbook direction (collectively, "the applicable legal requirements").

Page 1 of 19 Rev. (12-13)



Based upon the Project description and other information provided by the City, and an initial assessment of the Project, the U.S. Forest Service has determined that a Categorical Exclusion (CE) may be applicable for this project.

Completion of the project under a CE is contingent on the absence of extraordinary circumstances. Should extraordinary circumstances be identified during analysis, an Environmental Assessment (EA) must be prepared to determine whether an Environmental Impact Statement (EIS) is required, or a Finding of No Significant Impact (FONSI) is possible.

This MOU applies to the preparation of a CE and associated Decision Memo (DM) or, if necessary, the preparation of an EA and associated Decision Notice (DN) and FONSI. Should the analysis reveal the need for an EIS, a separate MOU for the preparation of that document would be required.

The NEPA documents will be prepared by a third-party contractor in a manner consistent with the applicable legal requirements and the requirements of this Agreement.

The Parties agree that the NEPA documents will be given a high priority, will be initiated and completed promptly, will utilize existing information and resource specialists to the greatest extent appropriate, will focus on key environmental issues, and will provide an opportunity for full participation by interested members of the public and governmental agencies consistent with the applicable legal requirements.

In consideration of the above premises, the parties agree as follows:

#### **III.THE CITY SHALL:**

- A. Establish a principal point of contact for the City on all matters relating to the NEPA documents.
- B. Enter into a contract with the Prime Consultant that contains all the following requirements and that is approved by the U.S. Forest Service:
  - 1. Selection by the Prime Consultant of its principal point of contact for all matters relating to the NEPA documents.
  - 2. Inclusion of all the requirements specified in Appendix A, B and C.
  - 3. Execution of a disclosure statement by the Prime Consultant, each of the Prime Consultant's professional personnel, and any of the Prime Consultant's subcontractors as well as the subcontractor's professional personnel stating that the Prime Consultant, the Prime Consultant's professional personnel and the Prime Consultant's subcontractors and the subcontractor's professional personnel have no financial interest in the outcome of the NEPA analysis. (40 C.F.R. 1506.5(c))



- 4. A statement that the Prime Consultant's work product will be considered U.S. Forest Service work product owned by the U.S. Forest Service. All work will be prepared under U.S. Forest Service supervision and is intended to meet legal requirements that apply to the U.S. Forest Service. Subject to U.S. Forest Service approval, the Prime Consultant may obtain technical assistance or information from one or more independent, thirdparty subcontractors.
- 5. Acknowledgment that the City is solely responsible for all Primary Consultant and subcontractor fees, costs, and expenses, and the Primary Consultant and subcontractors shall make no claim against the U.S. Forest Service for such fees, costs, and expenses.
- 6. A provision that states that neither the Prime Consultant nor any subcontractors may conduct public surveys or questionnaires without prior approval of the U.S. Forest Service.
- Acknowledgment that the Prime Consultant will be under the supervision
  of the U.S. Forest Service, and the U.S. Forest Service will make the final
  determination concerning the scope and contents of the Prime Consultant's
  work.
- 8. A requirement that the Prime Consultant conduct its NEPA analysis in full compliance with all applicable legal requirements.
- 9. A requirement that the Prime Consultant and its subcontractors (if any) document all of their work, including any sampling, testing, field observations, literature searches, analyses, recommendations, letters, emails and other work that supports the NEPA analysis. The Prime Consultant shall maintain a master index of all documents it receives or generates that are directly or indirectly considered in the decision-making process or that demonstrate compliance with laws, regulations or policies. The index will show at a minimum the date, author, addressee, source document, document number and page number, and subject matter of the document. The Prime Consultant and any subcontractors shall also document all the U.S. Forest Service records in a similar and compatible manner. The index shall be an appendix to the NEPA documents and used to incorporate by reference the items listed in the index to the NEPA documents. The index shall be updated throughout the preparation of the NEPA documents. These documents and index will form the basis of the Administrative Record compiled and designated by the U.S. Forest Service. The term "document" as used in this paragraph includes data of any sort, including but not limited to electronic media; planning data; maps; files; reports; e-mails; computer, audio or video tapes and disks; and other records.



- 10. If required by the U.S. Forest Service, a statement that the Prime Consultant and any subcontractors comply with the Communications Protocol, Appendix B and an acknowledgment that all communications will be part of the U.S. Forest Service's deliberative process regarding the Project.
- 11. A requirement that the Prime Consultant meet with and brief the U.S. Forest Service with pertinent information to facilitate U.S. Forest Service direction and guidance regarding the process on the following topics:
  - a. the issues that will be addressed in the NEPA documents.
  - b. the proposed action.
  - c. the alternatives to be analyzed in detail and the alternatives that will not be analyzed in detail, (if an EA or EIS is prepared).
  - d. the changes to documents required by the comments received from the public.
  - e. mitigation and monitoring measures if any and analyses and disclosures required by those measures.
  - f. the need for analysis beyond the CE level, should extraordinary circumstance be identified.
- 12. A requirement that if the City or the U.S. Forest Service terminates this MOU, the Prime Consultant will submit to the U.S. Forest Service a written report on the environmental work and analyses it or its subcontractors performed prior to the date of termination as well as copies of all work product gathered or created by the Consultant or its subcontractor prior to the date of termination.
- 13. A requirement that the Prime Consultant work closely with the U.S. Forest Service on the following tasks:
  - a. developing and implementing a public involvement plan for public scoping.
  - b. preparing draft responses to public comments if requested for U.S. Forest Service consideration prior to U.S. Forest Service finalization of its responses to public comments; and conducting and completing all necessary studies, inventories, and suitable reports for all resources that may be impacted by the Project and that will be disclosed during the scoping process. These may include but are not limited to cultural features; sensitive, threatened and endangered plant and animal species; wetlands; visual esthetics; fisheries; riparian zones and tundra environments.
  - c. analyzing the direct, indirect, and cumulative effects of the proposed action and alternatives. The final scope of this analysis will be determined through the public scoping process.



- 14. A requirement that if a litigation hold notice is issued by the United States Department of Justice or by the USDA Office of the General Counsel, the Prime Consultant and any subcontractors will comply with all the terms of that notice.
- 15. A requirement that if there is a legal challenge to the U.S. Forest Service's NEPA compliance for this Project, the Prime Consultant and any subcontractors, must make available to the U.S. Forest Service any information requested by the U.S. Forest Service. The contract must also require the Prime Consultant to respond to all U.S. Forest Service requests for information and testify at deposition and/or trial regarding any aspect of the Project about which the Prime Consultant possesses information.
- C. Provide to the Prime Consultant or the U.S. Forest Service any necessary or relevant technical or environmental information it may have, and which the U.S. Forest Service's determines is needed for the NEPA documents.
- D. Respond to data requests and provide review comments (such as a description of the Project and changes thereto) within a reasonable time set by the U.S. Forest Service. If the Proponent fails to provide requested materials on schedule, the NEPA analysis schedule will be adjusted by the U.S. Forest Service to the extent necessary for timely completion of the NEPA documents.
- E. Provide information about the feasibility of proposed action and alternatives design features, mitigation measures as requested by the U.S. Forest Service.
- F. Be solely responsible for all Primary Consultant and subcontractor fees, costs, and expenses and make no claim against the U.S. Forest Service for such fees, costs, and expenses.
- G. Fund all reproduction, printing, and distribution of preliminary, Draft, and Final NEPA documents, unless otherwise agreed to by the U.S. Forest Service.
- H. Respond to Freedom of Information Act (FOIA), 5 U.S.C. 552 and Privacy Act, 5 U.S.C. 552a requests regarding the Project and NEPA documents within established timeframes provided by the U.S. Forest Service.

#### IV. THE U.S. FOREST SERVICE SHALL:

A. Establish a Project Manager ("Project Manager") as the principal point of contact for the U.S. Forest Service on all matters relating to compliance with NEPA. The duties of the Project Manager shall include oversight of all analyses; facilitation of communications between the U.S. Forest Service, the City, the Prime Consultant, and subcontractors to assure a timely and thorough exchange of relevant information among them; oversight of the public involvement plan developed by the U.S. Forest Service, including, without



- limitation, all necessary scoping meetings and other public reviews; and other duties as required to complete the NEPA document.
- B. Review the Request for Proposals (RFP), provided by the City before the solicitation process begins. Communicate with the City if clarification and/or modifications are required.
- C. Upon completion of the solicitation process, review all proposals received in response to the RFP's. Identify and recommend a list of contractors who are capable of performing the duties listed in the Statement of Work (SOW), Appendix C; the list shall be provided to the City for selection.
- D. Select a qualified Prime Consultant based on past experience, technical competence, availability to perform work, and an absence of conflict of interest. A qualified Prime Consultant for this Project will have the following skills and experience:
  - 1. Knowledge and ability to conduct a comprehensive analysis and prepare a NEPA document for the Project with oversight by the U.S. Forest Service, as described here and in attached documents.
  - 2. Knowledge and experience to conduct environmental effects analysis for the affected forest resources.
  - 3. Knowledge and experience to conduct social effects analysis for the affected communities.
  - 4. Knowledge and experience in preparing biological evaluations/assessments sufficient for Endangered Species Act consultation.
  - 5. Experience facilitating public meetings.
  - 6. Ability to produce high quality environmental documents and visual displays which are effective at communicating environmental effects information to the general public.
  - 7. Knowledge of NEPA and other federal statutes that will need to be addressed in the development of a CE, DM, and determination of extraordinary circumstances, or in the development of an EA, DN and/or FONSI, should an EA become necessary.



- E. Furnish copies of the following information to the identified parties:
  - 1. The Prime Consultant and/or the City shall be provided with the agreed-upon schedule of work between the U.S. Forest Service and the City.
  - 2. The Prime Consultant and/or the City shall be provided with an outline of the format to be used for the NEPA documents as specified at 40 C.F.R. 1500-1508 and 36 C.F.R. 220.
  - 3. The Prime Consultant and/or the City shall be provided access to the relevant Forest Plan, Forest Plan environmental analysis, and Record of Decision with all amendments to those documents.
  - 4. The Prime Consultant and/or the City be provided access to the statutes, regulations, Executive Orders, U.S. Forest Service Manuals and Handbooks that control or guide the preparation of the NEPA documents.
  - 5. The Prime Consultant shall be provided with relevant written comments or reports prepared by the U.S. Forest Service Interdisciplinary Team.
  - 6. The Prime Consultant shall be provided with access to relevant letters, comments or other materials received by the U.S. Forest Service from interested parties or agencies in the scoping session, comments on the document, or at other stages in the analysis process.
  - 7. The Prime Consultant and/or the City may be provided additional information as specified in SOW, Appendix C.
- F. Meet with the Prime Consultant throughout the preparation of the NEPA analysis to provide direction and make ultimate decisions regarding, at a minimum, the following topics:
  - 1. The issues that will be addressed in the NEPA documents.
  - 2. The design criteria for the proposed action and any possible alternatives to the proposed action.
  - 3. The alternatives to be analyzed in detail and the alternatives that will not be analyzed in detail.
  - 4. Any changes to the NEPA analysis required by the comments received from the public.



- 5. Proposed mitigation measures and disclosures required by those measures.
- G. Evaluate the information submitted by the Prime Consultant, subcontractors, the City, or others, and maintain responsibility for the accuracy of that information (40 CFR 1506.5). Make the final determination regarding inclusion or exclusion of material from the NEPA documents and take responsibility for the scope and content of the NEPA documents.
- H. Convene a U.S. Forest Service Interdisciplinary Team ("ID Team") as required by 40 CFR 1500 to oversee the NEPA analysis. It is anticipated that the ID Team will function principally as a review team, providing technical guidance to the Project Manager, Prime Consultant, and any subcontractors regarding the issues and alternatives to be addressed in the NEPA documents. The ID Team will provide input and guidance on the adequacy of existing data and studies, and such additional matters as are useful to the prompt and efficient completion of the NEPA documents in compliance with the applicable legal requirements. Duplication of tasks between the Project Manager, Prime Consultant, any subcontractors, and ID Team members will be avoided.
- I. Respond to Freedom of Information Act (FOIA) requests in accordance with 5 U.S.C. 552 and Privacy Act, 5 U.S.C. 552a regarding the Project and NEPA analysis. If the Proponent, Prime Consultant or any subcontractors have provided the U.S. Forest Service with business information that would be responsive to a FOIA or Privacy Act request, the U.S. Forest Service will provide the Proponent, Prime Consultant or any subcontractors with prompt notification of any request for that information under FOIA. The Proponent, Prime Consultant or any subcontractors will be given reasonable time to assert privilege on information or records considered proprietary under FOIA. The Proponent, Prime Consultant, or any subcontractors will be notified of the U.S. Forest Service's determination regarding disclosure of such records prior to the disclosure date. The U.S. Forest Service retains the right and authority to determine what is releasable in accordance with FOIA. The Proponent, Prime Consultant or any subcontractors will be promptly notified of all instances in which FOIA requesters bring suit seeking to compel disclosure of submitted information. 7 CFR 1.12.
- J. Prepare the final decision document.
- K. Supervise the preparation of the NEPA documents in compliance with applicable legal requirements including, but not limited to, ensuring public review of the NEPA documents and review of public comments. In exercising this responsibility, the U.S. Forest Service will endeavor to foster cooperation among other relevant agencies and to integrate NEPA requirements with other environmental review and consultation requirements in order to avoid, to the fullest extent possible, duplication of efforts by such agencies. (40 CFR



1500.5(g)-(h), 1501.2(d)(2), 1506.2) However, the U.S. Forest Service will not delegate to any other agency its authority over the scope and content of the NEPA documents or U.S. Forest Service approval of the Project.

- L. Provide direction to the Prime Consultant for designing, organizing, indexing, preparing and maintaining documents regarding the NEPA analysis. Using documents provided in part by the Prime Consultant, and consistent with the applicable legal requirements, create and designate the official administrative record for the Project.
- M. Determine whether a communications protocol shall apply to the NEPA analysis. If required, comply with the communications protocol.
- N. Keep the City informed of the status of the NEPA analysis and discuss with the City any additional data needs.
- O. Invite the City to attend meetings with federal, state, regional, and local agencies and the public as appropriate (e.g., discussions on procedural matters; physical, biological, and social issues; the proposed action and alternative actions; impacts and their mitigation; and other compliance requirements).
- P. Meet with the City as early as possible and as needed to discuss the Project description and components of the NEPA analysis to determine mitigation measures necessary to avoid or mitigate adverse impacts.
- Q. Address City-proposed alternatives and respond to procedural and substantive comments submitted by the City during the NEPA analysis process.
- R. Maintain responsibility for public review of the NEPA documents, public hearings, analysis of public comments, and distribution of documents.
- S. Receive all public comments on the Draft NEPA documents. Determine any necessary modification(s) to the NEPA documents as a result of public comments.
- T. To the fullest extent possible, utilize existing information, inventories, studies, and reports to support the NEPA documents, provided that such information can be verified by the U.S. Forest Service and is accurate as required by 40 CFR 1506.5(a) and (c).
- U. Retain the sole responsibility for making decisions regarding and approving the NEPA analysis. The U.S. Forest Service reserves the right to terminate the NEPA analysis in its sole discretion and for any reason, including lack of performance or poor work quality by the Prime Consultant and/or its subcontractors.



# V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. It is understood by the City and the U.S. Forest Service that the NEPA documents will be prepared by a Prime Consultant who will be paid by the City. The Prime Consultant will be selected by the City from a list of qualified contractors identified by the U.S. Forest Service and serve under the direct supervision and control of the U.S. Forest Service. The Prime Consultant's work product will be considered U.S. Forest Service work product owned by the U.S. Forest Service because it will be prepared under U.S. Forest Service supervision and is intended to meet legal requirements that apply to the U.S. Forest Service. Subject to prior U.S. Forest Service approval, the Prime Consultant may obtain technical assistance or information from one or more subcontractors. The combination of the Prime Consultant and any approved subcontractors working under the direction of the U.S. Forest Service Project Manager will be sufficient to prepare the analysis.
- B. Based upon a review of the Project and the information developed to date, the U.S. Forest Service and the Prime Consultant will make every effort to meet a time schedule mutually agreed upon in writing by the City and the U.S. Forest Service. The schedule may be subsequently modified due to events or conditions beyond the control of the Parties. In that event, the U.S. Forest Service and the City will agree in writing to a new schedule.
- C. Meetings between the City and the U.S. Forest Service, for the purpose of exchanging facts and/or information, and updating the status of the NEPA analysis, will occur at the following key points in the planning stage for the NEPA analysis:
  - 1. Prior to selection of the Prime Consultant or subcontractors.
  - 2. Prior to establishing a written time schedule for the preparation of the NEPA documents.
  - 3. At the pre-work meeting with the Prime Consultant to review this MOU.
  - 4. During regularly scheduled meetings to provide updates during the development of the CE or EA.
- D. The complexity and the independent nature of the NEPA process require a common understanding of the roles of the U.S. Forest Service personnel, the City, the Prime Consultant, and other interested persons, agencies, and organizations. The role of the City is the same as it would be if the process were being entirely performed by U.S. Forest Service personnel, with no City financing.
- E. The U.S. Forest Service will make the final determination concerning the scope and content of the Prime Consultant's work.



- F. Information and data collected by the Prime Consultant and any subcontractors may be inserted in the Administrative Record prepared by the U.S. Forest Service.
- G. If a litigation hold notice is issued by the United States Department of Justice or by the USDA Office of the General Counsel, both the City and the Prime Consultant will comply with all the terms of that notice.
- H. If there is a legal challenge to the U.S. Forest Service's NEPA compliance for this Project, the City, Prime Consultant and any subcontractors, must make available to the U.S. Forest Service any information requested by the U.S. Forest Service, all at the City's expense. The City, Prime Consultant and any subcontractors shall also respond to all U.S. Forest Service requests for information and testify at deposition or trial regarding any aspect of the Project about which the City, Prime Consultant, or any subcontractors possesses information, all at the City's expense.
- I. The independent nature of the NEPA process creates the need to conduct the process with integrity. As specified in paragraph D, above, the U.S. Forest Service Project Manager will establish the process for the efficient flow of communication between the Prime Consultant, City and the U.S. Forest Service.
- J. All work product created pursuant to this Agreement, including but not limited to, all data and analyses, shall be the property of the U.S. Forest Service.
- K. Pursuant to the U.S. Forest Service NEPA Handbook, the U.S. Forest Service will give appropriate consideration to a "No Action Alternative" and other alternatives identified by the ID Team (if an EA is required) that are technically and economically feasible and address the purpose and need. The City's financing of this NEPA analysis will have no bearing on the consideration given to the "No Action" or other alternatives.
- L. Either party, in writing, may terminate this MOU at any time before the date of expiration. In the event of termination, it is agreed to as follows:
  - 1. The analysis preparation process will terminate.
  - 2. All documentation, reports, analyses, and data used in the analysis developed by the City, the Prime Consultant, or the Prime Consultant's subcontractors up to the date of termination will be delivered to the U.S. Forest Service for possible inclusion in the Administrative Record.
  - 3. The Prime Consultant shall submit to the U.S. Forest Service a written report of the environmental work and analysis it or its subcontractors performed prior to the date of termination as well as copies of all work



product gathered or created by the Consultant or its subcontractor prior to the date of termination.

M. <u>PRINCIPAL CONTACTS</u>. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

#### **Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Randy Adler	Kevin Kuchenbecker
Parks, Rec, and Events Director	Planning, Zoning, and Historic
108 Sherman Street	Preservation Officer
Deadwood, SD 57732	108 Sherman Street
Telephone: 605-578-2082	Deadwood, SD 57732
Email: Randy@cityofdeadwood.com	Telephone: 605-578-2082
	Email: kevin@cityofdeadwood.com

#### **Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager	U.S. Forest Service Administrative
Contact	Contact
Conner Thiele	Dawn Gibeau
Assistant NEPA Planner	Grants Management Specialist
2014 N. Main St	1617 Cole Blvd. Bldg. 17
Spearfish, SD 57783	Lakewood, CO 80401
Telephone: 605-642-6422	Telephone: 605-910-7177
Email: Conner.Thiele@usda.gov	Email: dawn.gibeau@usda.gov

N. <u>NOTICES</u>. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the City is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To the Cooperator Program Contacts address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

O. <u>PARTICIPATION IN SIMILAR ACTIVITIES</u>. This MOU in no way restricts the U.S. Forest Service or the City from participating in similar activities with other public or private agencies, organizations, and individuals.



- P. <u>ENDORSEMENT</u>. Any of the City's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the City's products or activities.
- Q. <u>NONBINDING AGREEMENT</u>. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any U.S. Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- R. <u>USE OF U.S. FOREST SERVICE INSIGNIA</u>. In order for the City to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- S. <u>MEMBERS OF U.S. CONGRESS</u>. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- T. <u>FREEDOM OF INFORMATION ACT (FOIA)</u>. Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).



- U. <u>TEXT MESSAGING WHILE DRIVING</u>. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- V. <u>TERMINATION</u>. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- W. <u>DEBARMENT AND SUSPENSION</u>. The City shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the City or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- X. <u>MODIFICATIONS</u>. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- Y. <u>COMMENCEMENT/EXPIRATION DATE</u>. This MOU is executed as of the date of the last signature and is effective through , 20XX at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- Z. <u>AUTHORIZED REPRESENTATIVES</u>. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.



CHARLIE STRUBLE-MOOK, Mayor
City of Deadwood, South Dakota

SHAWN COCHRAN, Forest Supervisor
U.S. Forest Service, Black Hills National Forest

The authority and format of this agreement have been reviewed and approved for signature.

# LINDSEY BURKETT Digitally signed by LINDSEY BURKETT Date: 2025.06.30 15:53:14 -06'00'

LINDSEY BURKETT Date

U.S. Forest Service Grants Management Specialist

#### **Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



#### APPENDIX A

#### PROPOSED ACTION

Description of the U.S. Forest Service's current understanding regarding the extent of NEPA scoping that will be required for the Project, the anticipated issues that must be addressed in the NEPA analysis, the special expertise needed by the Prime Consultant, and other relevant information regarding the NEPA analysis.

The Black Hills National Forest proposes to issue an authorization for the construction, operation, and maintenance of a non-motorized trail connecting the City of Deadwood to the Black Hills National Forest and the Friendship Tower on Mount Roosevelt along with the Deadwood Dick grave site north of Deadwood. Although the entire trail system will pass through other jurisdictions including City of Deadwood and Bureau of Land Management (BLM) property, the total mileage across National Forest System lands amounts to approximately 8.0 miles. This will be new construction but will use existing game trails, terracing, and ridges north of Deadwood. The target is a class 3 developed trail with compacted tread and native surface with a trail width of 18"- 48" and maximum height of 10". The trail will be multiple non-motorized use, hiking, biking and horse trail. Once environmental analysis is completed and approved, the City of Deadwood will receive a special use authorization for construction and operations.

The Black Hills National Forest has received a special use permit proposal from the City of Deadwood in response to unanimous decisions made by the Deadwood City Council. The Council strongly desires to connect the City to the Black Hills National Forest.

These needs are consistent with the goals, objectives, and standards outlined in the Black Hills National Forest Land and Resource Management Plan. Refer to Statement of Work (SOW), Appendix C for additional information.



#### APPENDIX B

#### **COMMUNICATION PROTOCAL**

Pursuant to paragraph III.B.10 of the Memorandum of Understanding, No. 25-MU-11020300-009, between the Black Hills National Forest, Northern Hills Ranger District and the City of Deadwood, the following outlines a protocol to facilitate communication and coordination for the exchange of information between the City of Deadwood, the U.S. Forest Service and the Prime Consultant. All communication between the U.S. Forest Service's deliberative process regarding the Project.

#### **Contact Information**

U.S. Forest Service Project Manager: Conner Thiele Assistant NEPA Planner 2014 N. Main St Spearfish, SD 57783

Office Phone: 605-642-6422 Email: Conner.Thiele@usda.gov

City of Deadwood Project Contact: Kevin Kuchenbecker Planning, Zoning, and Historic Preservation Officer 108 Sherman Street Deadwood, SD 57732 Office Phone: 605-578-2082

Email: <u>kevin@cityofdeadwood.com</u>

Prime Consultant Case Manager: Kory Rude 18 East Main Street, STE.229 Rapid City, SD 57701 Office Phone:701-228-4259

Email: Kory.Rude@kljeng.com

While the City of Deadwood is entitled to a consultive relationship with the U.S. Forest Service regarding joint development of any plans and resolution of issues associated with the administration of any special use permits, this same consultive relationship does not extend to implementation of U.S. Forest Service NEPA procedures. While opportunities for communication between the City of Deadwood and the U.S. Forest Service are still extensive, they generally do not go beyond those available to the general public.



Law, regulation, policy, and agency guidance require that NEPA procedures be implemented in an open, fair, and balanced manner, providing the public and the City of Deadwood with equal access to the U.S. Forest Service and its decision-making process.

Since the Prime Consultant works for the U.S. Forest Service, it is prudent for the Prime Consultant to communicate regularly with the Project Manager. The following communication practices will be observed during the NEPA process for the Project:

- 1. The City of Deadwood shall not seek to influence the Prime Consultant on substantive matters related to the Project and the Analysis, including, but not limited to, issue identification, impact analysis, alternative identification and mitigation development, other than through discussions with the Project Manager as permitted by terms of this Agreement.
- 2. The U.S. Forest Service is the sole provider of direction and supervision to the Prime Consultant. As such, internal information available to the Prime Consultant is not available to the City of Deadwood unless prior approval is obtained from the U.S. Forest Service. The Parties expect that the U.S. Forest Service and its ID Team and the Prime Consultant will be engaged in deliberative communications in the development of the CE or EA (or the EIS, as necessary). The Parties understand and agree that these deliberative communications will not be released to the City of Deadwood and are exempt from release under FOIA.
- 3. The Project Manager will provide the City of Deadwood with periodic updates regarding milestones achieved in the Analysis.
- 4. The City of Deadwood's communications with the Prime Consultant will be limited to issues related to billing, and other non-Analysis related issues pertaining to their contract. If the City of Deadwood or the Prime Consultant have other issues they would like to discuss with one another, all such communication shall occur through the U.S. Forest Service.
- 5. Any information submitted to the Case Manager and/or the Project Manager by the City of Deadwood for the purposes of the Analysis which the City of Deadwood considers to be confidential information and exempt from disclosure under the Freedom of Information Act (FOIA) shall be labeled as such by the City of Deadwood. In the event that a member of the public submits a FOIA request which describes City of Deadwood's confidential information, the U.S. Forest Service will notify the City of Deadwood of such a request provided under the terms of agency regulations (7 CFR § 1.2 and 43 CFR § 2.15).
- 6. All communications from the City of Deadwood to the U.S. Forest Service regarding the Analyses which shall be made between the City of Deadwood's principal point of contact and the Project Manager, unless the Project Manager instructs the City of Deadwood's principal point of contact to communicate



directly with another U.S. Forest Service employee or with the Case Manager. The parties recognize that the City of Deadwood may need to contact representatives of the U.S. Forest Service from time to time on matters which do not relate to the Analyses, and nothing in this Agreement shall limit communication on such other matters.

- 7. Nothing in this Agreement shall prevent the City of Deadwood from participating in public review of the Analyses to the same extent as is permitted to any other member of the public.
- 8. All requests for information from the public or media shall be directed to the U.S. Forest Service. Neither the City of Deadwood nor the Prime Consultant shall speak for the U.S. Forest Service.
- 9. By signature below, City of Deadwood and the Prime Consultant certify that the individuals listed in this document as representatives of the Proponent and the Prime Consultant are authorized to act in their respective areas for matters related to this Communications Protocol, Appendix B.

	CONNER THIELE  Digitally signed by CONNER THIELE Date: 2025.05.19 16:39:33 -06'00'
Date	Conner Thiele
	U.S. Forest Service Project Manager
	Kevin Kuchenbecker  Kuchenbecker  Digitally signed by Kevin Kuchenbecker Date: 2025.06.25 09:19:48 -06'00'
Date	Kevin Kuchenbecker
	City of Deadwood, Project Contact
	Kory Rude Date: 2025.06.30 15:37:25
Date	Kory Rude
	Prime Consultant, Case Manager

Page 19 of 19 Rev. (12-13)

# **Black Hills National Forest Region 2**

## **APPENDIX C**

## **Statement of Work**

# **Third-Party NEPA Contract**

**Mt. Roosevelt Trail System** 

May 2025

U.S. Forest Service NEPA

Contact: Conner Thiele Black Hills National Forest 2014 North Main Street Spearfish, SD 57783 605-642-4622

#### I. Synopsis of items and tasks required in the Statement of Work (SOW)

- Orientation: Attend at least one field trip to the project areas with one or more members of the U.S. Forest Service staff to gain familiarity with the project area.
- 2. Work Plan and Timeline: Develop and manage a detailed project work plan.
- 3. Maps of the project area, alternative actions (if needed) and cumulative actions: The Contractor is responsible for producing maps necessary for completing the National Environmental Policy Act (NEPA) document.
- 4. Public involvement: The Contractor shall provide opportunities for the public and interested parties to comment and provide feedback on the project. Public scoping can occur through physical and electronic letters, as well as in person meetings to receive comments and raise public awareness.
- 5. Data and surveys: Collect and analyze all field data necessary that is not readily available from the U.S. Forest Service (FS). Wildlife surveys should be conducted up to 1 mile on either side of the proposed trail, if habitat is available. Heritage and botanical surveys should be 100' (30m) on both sides from centerline of the proposed trail route. This will allow for minor re-routes, if needed.
- 6. Biological Evaluation/Assessment: The Contractor shall write the Biological Evaluation/Biological Assessment (BE/BA) for Section 7 Consultation with the U.S. Fish and Wildlife Service. The BE should also provide determination statements for U.S. Forest Service Sensitive Species and Management Indicator Species (MIS).
- Resource Technical Reports: Technical Reports are to be written in conformance with U.S. Forest Service standards and guidelines.
   Preliminary Technical Reports (two copies of each) shall be submitted prior to, or concurrent with, the NEPA Document.
- 8. DRAFT Preliminary EA (if required).
- 9. EA: Final Environmental Assessment (if required).
- 10. **Decision Document:** The Contractor shall provide a draft decision document (Decision Memo or Decision Notice) that includes everything required by the U.S. Forest Service except the actual decision and rationale.
- 11. Final EA and Decision Documents: Following District Ranger approval of the EA (if required) and U.S. Forest Service preparation of the final decision.

Refer to sections VI and VIII of the Statement of Work (SOW) for a detailed description of requirements and deliverables. Contact FS Project Manager (Conner Thiele) with questions regarding the SOW.

# **Table of Contents**

I.	Synopsis	2
II.	Introduction	5
III.	NEPA Requirements	5
IV.	Scope of Services	6
V.	MOU Requirements	6
VI.	Summary of Tasks and Technical Specifications	6
VII.	Documentation	15
/III.	Deliverables	22
IX.	Estimated Timeline and Progress Schedule Worksheet	26

#### **Statement of Work**

#### II. Introduction

The City of Deadwood aspires to provide a non-motorized trail that connects Deadwood to Mount Roosevelt. Mt. Roosevelt and the Friendship tower are historic areas on the Northern Hills Ranger District where Sheriff Seth Bullock built the Friendship Tower to commemorate his friendship with President Theodore Roosevelt.

There is an existing 1-mile trail on National Forest System (NFS) land to the Friendship Tower from a small trailhead. The proposed trail would connect the City of Deadwood, Bureau of Land Management (BLM), a private hotel, and the existing trail so visitors could start in Deadwood and walk or bike up to the Friendship Tower. The section of the proposed trail west of the Friendship Tower provides stunning vistas of the Lead/Deadwood area and historic mining district. It also provides panoramic views of the prairie to the north and connects to Deadwood Dick's grave site, another historic figure from the mining era. The proposed trail section connects the Friendship Tower to a trail system that is currently being built on private land and City of Deadwood property. The entirety of this trail system will connect the community of Deadwood to both federal and private lands and highlight the history of the surrounding hills.

The portion of the proposed trail on National Forest System land is approximately 8.0 miles. Once approved, a special use permit would be issued to the City of Deadwood to build and maintain the trail. The permit would be only for NFS lands and does not include any private lands, BLM lands, or City of Deadwood property.

#### **III. NEPA Requirements**

The National Environmental Policy Act (NEPA) has two requirements for compliance:

- A. **Agencies must make informed decisions.** "Informed" means a candid and factual presentation of environmental impacts. Reasonable alternatives must be available and considered by the decision maker before making a commitment of resources.
- B. Agencies must make diligent efforts to involve the public in their NEPA procedures. The definition of "diligent" varies by agency depending on the severity of impact and other factors. Each project requires an individual approach to involving the public.

NEPA does not regulate agency choices. But it does demand a good faith, hard look at the potential environmental impacts and a full and honest disclosure of impacts to the public.

Ultimately, the NEPA process is the responsibility of the agency official making the decision. When the environmental analysis and NEPA documentation is done through a Contractor, the process must comply not only with the National Environmental Policy Act, but agency requirements listed in the Code of Federal Regulations (36 C.F.R. 220). The primary source of policy and procedures for the U.S. Forest Service is U.S. Forest Service Handbook 1909.15. The U.S. Forest Service is ultimately and legally responsible for the accuracy of the environmental analysis and documentation and is responsible for issuing a final decision that is defensible under the law.

U.S. Forest Service guidance for conducting NEPA analyses is contained in U.S. Forest Service Handbook (FSH) 1909.15, Environmental Policy and Procedures Hand- book, WO Amendment 1909.15-2014-1, Effective 05/28/2014.

#### IV. Scope of Services

Based upon the Project description and other information provided by the City of Deadwood, and an initial assessment of the Project, the U.S. Forest Service has determined that at the conclusion of the field review and the public scoping process-- The U.S. Forest Service has preliminarily identified a CE that would be appropriate for this action if it is determined that no extraordinary circumstances exist. This proposal could potentially be excluded from further analysis and documentation in an Environmental Impact Statement (EIS) or Environmental Assessment (EA) only if there are no extraordinary circumstances related to the proposed action. However, if extraordinary circumstances are determined to exist, a higher level of analysis and documentation through an EA may be required.

The Contractor shall furnish all materials, supplies, tools, equipment, personnel, and travel, except those specified to be furnished per the Memorandum of Understanding (MOU) between the Black Hills National Forest and the City of Deadwood to complete all requirements of the contract, including performance of the professional services listed herein.

The Contractor shall provide an interdisciplinary (ID) approach to the preparation of the NEPA documents. The Contractor may use an ID Team Leader and ID Team (IDT) to accomplish this interdisciplinary approach.

#### The Contractor shall:

 Organize, write and edit all documents required by NEPA regulations to complete an environmental analysis document or, NEPA document, and any other items that may be required for the responsible official to make an informed decision. Analysis and survey should only occur for the portions of the proposed trail located on National Forest System Lands, approximately 8.0 miles with appropriate buffers for specific resources as described in Section VI below.

- Coordinate a team of resource specialists to compile the appropriate information necessary for completing the Categorical Exclusion (CE) or an Environmental Analysis (EA). Ensure that team members know what others are doing, check progress on tasks, provide guidance if needed, and keep the process moving according to the timeline.
- 3. Record meeting notes during all IDT meetings
- 4. Conduct all surveys or collect on-site field data. Draft reports necessary for completing consultations with Tribes, State Historic Preservation Officer and US Fish and Wildlife Service will be prepared in coordination with Agency specialists. <u>Agency personnel will conduct the consultation process.</u>
- 5. Attempt to contact interested and affected parties and agencies to solicit comments for the proposed project early in the planning process.
- 6. Complete a detailed project work plan and track progress on specific weekly tasks.

#### V. MOU Requirements

All instructions and direction contained in the Memorandum of Understanding between the Northern Hills Ranger District and the City of Deadwood, shall be followed, including:

Personnel Furnished by both the City and U.S. Forest Service Communication Protocol Purpose, Need and Proposed Action

#### VI. Summary of Tasks and Technical Specifications

The Contractor shall be responsible for completing the following tasks and meeting the technical specifications herein:

A. **Orientation:** Attend at least one field trip to the project area with one or more members of the Forest staff to gain familiarity with the project area, environmental conditions and proposed actions.

- B. Work Plan and Timeline: Develop and manage a detailed project work plan, including specific tasks, when they will be completed and by who (see Section VIII). Final products are due on an agreed date between all parties involved. Track and report progress bi-weekly.
- C. Data and Surveys: The analysis shall mostly use existing information that is currently available. Collection, compilation, and/or analysis of some new data and information may be necessary and will be the responsibility of the contractor. Northern Hills Ranger District specialists will be the primary source of existing data and information concerning the resources within the project area.

Collect all field data necessary that is not already available from the U.S. Forest Service (FS). Conduct inventories and surveys required by law or policy, following FS policy, procedures and standards. Wildlife surveys should be conducted up to 1 mile on either side of the proposed trail, if habitat is available. Heritage and botanical surveys should be 100' (30m) on both sides from centerline of the proposed trail route. This will allow for minor reroutes, if needed. Qualifications and experience of the person(s), companies or corporations collecting field data shall be jointly reviewed by the U.S. Forest Service and Contractor and must be mutually agreed upon prior to beginning the work.

- D. **Document Gathering:** Collect and share information from similar projects, such as case studies/research or other similar or relevant NEPA documents, as needed.
- E. **Public Scoping:** The contractor is responsible for soliciting feedback from interested or affected peoples, groups, and agencies. The Forest Service and Project Manager should forward any available information, including current scoping lists they may have to help with the scoping process. The contractor should compile received scoping comments and work with the Forest Service project manager on identifying and resolving any issues raised in the comments.
- F. **Maps:** The U.S. Forest Service's personnel shall supply the Contractor with some basic data. The Contractor is responsible for producing maps necessary for completing the NEPA document and sending planning updates to the public. The maps will be in an ARC Pro format and in color. The following maps should be included:
  - 1. Vicinity map of the project area
  - 2. Map of the proposed action

- 3. Maps of management alternatives (if needed).
- 4. Maps of past, present and reasonably foreseeable actions (cumulative actions map)

In an interdisciplinary manner, identify GIS map and data needs for analysis, public involvement and NEPA documents. Track progress to ensure that the necessary maps and data are being developed and provided.

The electronic files become the sole property of the U.S. Forest Service when the contract is complete. Use of the information after completion of the environmental analysis is subject to approval and agreement of the U.S. Forest Service. **Proposed routes on the map are subject to change based on field review and survey.** 

- G. Coordination with Project Manager: Coordinate regularly with the FS Project Manager regarding the planning process, meeting agendas and document reviews. Communicate at least bi-weekly with the project manager to coordinate IDT meetings, activities and provide updates of progress and significant developments, using phone, e-mail or visits. Communicating directly with the Project Manager to request specific information required from the U.S. Forest Service. Requests for information shall be made in writing and shall include specifications regarding format and content and a not-to-exceed due date for receiving that information. The Project Manager will clarify information needs with the Contractor or Contractor's team members as needed. The Contractor must follow the Project Manager's advice regarding the Agency's and Forest's preferred NEPA procedures and document specifications.
- H. **Coordination with U.S. Forest Service Specialists:** Through the Project Manager ensure close coordination with the following:
  - 1. Public Affairs Officer or Responsible Official, regarding completion of actions in the public participation plan.
  - 2. District Biologists, regarding review of the Biological Assessment/ Biological Evaluation and consultation with the US Fish and Wildlife Service. *Agency personnel will conduct consultation process*.
  - 3. District Archaeologist, regarding completion of the cultural resources report to U.S. Forest Service standards. <u>Agency personnel will</u> conduct consultation process.
  - 4. Other FS Specialists as needed.
  - 5. Other non-U.S. Forest Service entities (such as the State and BLM), regarding projects they are planning or conducting.

- I. **Approval from the Responsible Official:** The Contractor must receive *signed approval* from the Responsible Official at the following key points, before proceeding further with the NEPA process:
  - 1. Final Significant Issues
  - 2. Final Alternatives, including those Eliminated from Detailed Study
  - 3. If upon field review and public scoping, an EA is required, then approval will be required for:
    - a. Final review of draft Chapters 1 and 2.
    - b. Final review of Effects Analysis prior to publication of the CE or EA.
    - c. Decision Notice and Finding of No Significant Impact (FONSI).
- J. **Meetings and Notes:** The Contractor shall:
  - 1. Attend all public meetings that would be coordinated by the FS and the City.
  - Schedule and coordinate all Interdisciplinary Team (IDT) meetings, including those that require the presence of U.S. Forest Service Specialists. Coordinate meeting agendas, schedules and who should attend with the FS project manager. Most meetings would be held in Spearfish SD.
  - 3. Have meeting notes recorded during the meeting. Notes should include listing participants, key discussion points, decisions and follow-up task assignments. Meeting notes should be edited and distributed to the Project Manager and other IDT members within five days after each meeting. Corrections to the notes should be made when specified by the meeting participants.
  - 4. Use the meetings as an opportunity to ask questions or request specific information from the Project Manager or other FS personnel, as needed to develop the NEPA document.
- K. Alternatives: The CE Analysis will assess the effects of the City's proposed plan. Should the Analysis reveal extraordinary circumstances associated with the proposed activities, further analysis under an EA would be necessary. If an EA is required, the Contractor shall develop alternatives (including the evaluation criteria used to compare them), and describe mitigation measures and monitoring requirements, in consultation with FS personnel.
- L. Effects Analysis: The Contractor is responsible for developing any needed methodologies, conducting an analysis of environmental effects, running analytical or scientific models as needed, and documenting the direct and indirect effects of each alternative. The effects analysis shall also include a discussion of how each alternative addresses the significant issues.

A comprehensive cumulative effects analysis is required. A Cumulative Effects analysis will be completed for each resource for which environmental effects are discussed. The incremental effects of other past, present and future projects will be added to the direct and indirect effects of this project, and the overall impact on the resources will be discussed.

Adequate information will be included in the project record to address the key points needed for the appropriate NEPA document, should this finding be appropriate (FSM 1090.15, Sections 05 and 43.1).

- M. Biological Evaluation/Assessment: Prepare the Biological Evaluation/ Biological Assessment (BE/BA) for Section 7 Consultation with the U.S. Fish and Wildlife Service (FWS). The BE/BA shall be guided by the Regulations on Interagency Cooperation (Section 7 of the Endangered Species Act) in 50 CFR section 402 and FSH 2672.4, and shall be in accordance with the following:
  - 1. Contracted preparers shall be qualified biologists with at least a bachelor's degree in biological sciences.
  - The Biological Assessment will be prepared for Threatened and Endangered species for consultation with the U.S. Fish and Wildlife Service.
  - 3. The Biological Evaluation will be prepared for U.S. Forest Service Region 2 plant and wildlife species.
  - 4. The Contractor shall collect available data including interviewing knowledgeable individuals to prepare the BE/BA.
  - 5. The U.S. Forest Service will review and approve draft and final BE/BA prior to submission.
  - 6. The U.S. Forest Service will submit all official correspondence to FWS including the official species list request, submission of the BA, and submission of any addenda to the BA.
  - 7. The Contractor may talk directly with the FWS; however, the FS Project Manager shall be kept informed of pertinent issues and developments.
  - 8. The Action Area for impacts analysis shall comprise up to 1 mile on either side of the proposed trail. But may include as much area as required to fully analyze the impacts of the FS preferred alternative (i.e. discussions of impacts in the BE/BA may include the entire range of a species).
  - 9. The BE/BA shall contain the standard BE/BA requirements found in FSH 2672.4.
  - 10. FS will approve the determinations of effect.

- 11. The BA shall be prepared and submitted in sufficient time to allow FWS to respond to the selected alternative and be included in the pro-jet decision document. The preliminary draft BE/BA shall be submit-ted prior to, or concurrent with, the NEPA document. The Contractor will revise the BE/BA to satisfy all comments made by the FS re-viewer, and provide two copies electronic and hardcopy, concurrent with the NEPA document.
- N. Hydrological Resources: Provide a Technical Report of hydrological resources based on recorded site survey data, a literature search of existing information for the area, and any surveys for hydrological resources needed to fill information gaps. Conduct these surveys as needed and in coordination with the Project Manager.
- O. Heritage Resources: Provide a Technical Report of heritage resources based on recorded site survey data, a literature search of existing information for the area, and any surveys for heritage resources needed to fill information gaps. Conduct these surveys as needed and in coordination with the Project Manager. Surveys should be 100' (30m) on both sides from centerline of the proposed trail route. This will allow for minor re-routes, if needed.
- P. Background and Support Materials for the NEPA document: Support materials may be separate documents such as Technical Reports that may be included in the NEPA document by reference; data included in an appendix; or data placed in the Project Record. The purpose of background and support materials shall be to provide backup data for the NEPA document while minimizing the length of the document, reducing the amount of technical information of interest to a limited audience, and/or keeping information exempt from the Freedom of Information Act (such as the location of heritage resources or traditional cultural properties). Technical Reports, background and support materials, by reference, shall be an extension of the NEPA document. The important conclusions shall be incorporated into the NEPA document, along with summary rationale for the conclusions.
- Q. Environmental Assessment if an EA is required. The contractor will organize and draft the EA with cover letters and distribute to the FS Project Manager for Agency review. Edit the documents to incorporate reviewer's comments and defer to the FS Project Manager's judgment if editing questions or conflicts should arise. The FS Project Manager will be the liaison between the Contractor and the Responsible Official to ensure that expectations are being met.

- R. The Contractor is **not** responsible for the following:
  - Developing a description of the Proposed Action, Purpose and Need and Decision to be made: The U.S. Forest Service will present to the Contractor a clear description of the specific proposal, why it is being proposed and the nature and character of the decision to be made in a Preplan.
  - 2. **Developing the Scope of the Environmental Analysis:** The U.S. Forest Service is required under Forest Service Regulation (1909.15) to define the scope of the project. Scope development follows two concurrent paths:
    - ◆ The U.S. Forest Service lists its Agency concerns to be addressed in the analysis.
    - ◆ The U.S. Forest Service uses the public scoping process to receive public comment on the proposal.

Potential Agency environmental concerns of the proposal and the scope of analysis are initially identified by a team of U.S. Forest Service Specialists. Input from public involvement during scoping corroborates or expands the scope. Members of the public may raise additional issues during the document review stage or may feel their issue has not been adequately covered in the analysis. A potential result is that the scope changes slightly and additional work may need to be accomplished to finish the NEPA document.

- 3. **Consultation**: U.S. Forest Service Specialists or Line Officers (Forest Supervisor or District Ranger) will be responsible for consulting with Native American Tribes, the South Dakota State Historic Preservation Officer and the US Fish and Wildlife Service.
- 4. Other Project Requirements: The FS Project Manager and Responsible Official will ensure that other requirements are met prior to signing the NEPA document, such as receiving a project clearance report from the State Historic Preservation Officer and concurrence on the Biological Assessment from US Fish and Wildlife Service.
- 5. Decision: The Contractor will prepare a draft NEPA document, as per FSM 1909.15, except for the actual decision information and rationale. The Agency's Responsible Official will describe and document his/her decision and rationale for the NEPA document. The final document will be provided to the Contractor for publication and public distribution.

#### VII. DOCUMENTATION

- A. Working documents produced by the Contractor shall be submitted to the U.S. Forest Service in Microsoft Word format. The Contractor is encouraged to e-mail draft and final documents to expedite FS reviews.
- B. The NEPA document must be written in a manner that facilitates public review and understanding.
  - The NEPA document shall be a concise public document. Rather than
    the document consisting entirely of long narratives, use bulleted or
    numbered statements where appropriate, and display quantitative data
    in tables or charts, where they may aid in public review and
    understanding.
  - 2. Use a simple and consistent outline format throughout the document, with clear headings and sub-headings. CE content and format will comply with requirements of 36 CFR 220, and FSH 1909.15, Chapter 30.
  - 3. Avoid using agency or bureaucratic jargon or acronyms. Where a technical term is needed, include a brief, simple translation of the term within the context where it is used, to avoid the reader having to rely entirely on the glossary.
  - 4. Translate technical or jargon-filled language into plain, easy to understand language.
  - 5. If Technical Reports contain repetitive or poorly organized effects analysis discussions, translate them in the NEPA document into clear, concise, well-organized statements.
  - Ensure that the effects analysis includes:
    - ◆ Rationale, professional judgments and references to scientific studies that support the conclusions and help shed light on the degree of uncertainty or reliability of effects predictions.
    - Explanations of the action or cause for each effect.
    - ◆ Descriptions of location, magnitude/intensity, and general duration of effects.
    - ◆ Direct, indirect and cumulative effects to the resources discussed.
    - Avoid repetition, focusing on differences in effects between alternatives (if alternatives are needed), so readers may easily contrast and compare alternatives, based on the effects described.

- Incorporation of scientific material by reference, by summarizing and citing appropriate literature. References will be listed as an Appendix to the NEPA document.
- C. The NEPA document must be site-specific to the areas of National Forest identified for analysis, action-specific (to the proposed activities) and effect-specific (resulting from the proposed activities).
- D. The description of the Affected Environment is required in a NEPA document. However, the Affected Environment can be combined with Environmental Consequences, as a preface to the consequences described for each specific resource topic.
- E. The NEPA document format should closely follow this main-topic outline, unless changes are approved by the Project Manager. This format will vary for different levels of NEPA documentation, i.e. Decision Memo, EA, or EIS.
- □ Cover Sheet: The cover sheet should not exceed one page and must include: 1) the responsible agencies, 2) title and location of the proposed action, and 3) the name, address, and telephone number of the USFS contact person.
- □ **Summary:** Provide a summary that is concise and accurate. Emphasize the major conclusions, issues of controversy (including issues raised by agencies and the public), and the issues to for resolution. This section is optional.
- ☐ **Table of Contents (CE/EA):** Include a table of contents with sufficient details to allow readers to quickly locate major subject matter, particularly specific impact topics and alternatives analyzed in the document.
- □ Chapter I (CE/EA) -- Purpose and Need for Action
  - Introduction (Location, Background and project history): The "Background" section will include appropriate information necessary for the reader to understand the context of the project. Such information may include project history and background, forest purpose and significance, relationship of the project to other planning projects, or project scope.
  - Forest Plan Direction and Other Requirements: The Contractor will identify future regulatory compliance activities necessary to implement the project, including the potential need for permits and other agency

- approvals or coordination. This should be a focused description of project-related compliance requirements, and not an encyclopedic description of state and federal regulations.
- 3. Purpose of and Need for Action: This section briefly provides a concise explanation of the project's purpose and need. The "purpose" of the project is a statement of goals and/or objectives that the U.S. Forest Service intends to fulfill by taking action (not the reason for preparing the EA). The "need" describes the conditions prompting the U.S. Forest Service to consider action and explains why the U.S. Forest Service is proposing the action currently. The Contractor will work with the U.S. Forest Service to prepare the Purpose of and Need for Action section. The Contractor will edit the text for consistency with other sections and modify, as needed, based on review comments. For this section, the Contractor will also prepare and include maps showing the project area and vicinity.
- 4. Proposed Action: This section summarizes the agency's proposed action.
- 5. Decision to be Made: Describe what decision the Deciding Officer(s) may make and what the decision is based upon.
- 6. Public Involvement Summary: The Contractor will present an overview of public involvement activities implemented as part of the environmental analysis process. This may include distribution of press releases or newsletters, mailing of scoping notices, organizing public meetings, workshops, or other methods used to obtain public input. In addition, persons, organizations, and agencies contacted for information and assisting in identifying important issues, developing alternatives or analyzing impacts should be listed in this section.
- 7. Significant Issues: The Contractor will write a brief description of issues for the (EA). Forest Service regulations stress that agencies are responsible for a clear and efficient definition of issues. They should be described as potential environmental effects if the action is taken, (not an activity). Based on the issues, the Contractor will select and group issues into relevant impact topics to help focus the affected environment and environmental consequences sections of the EA. Issues should be presented in a "cause and effect" statement.
- 8. Potential issues shall be evaluated and classified as either "Issues Selected for Detailed Analysis", or "Issues Dismissed from Detailed Analysis." The Contractor will present a brief discussion for each issue,

justifying the topic's placement under one of these two headings. Issues selected for detailed analysis will be addressed in the subsequent affected environment and environmental consequences chapters,

and should track through the document and be consistent between chapters. Those issues dismissed from detailed analysis will not be addressed further in the EA (if needed).

9. Issues will be derived in collaboration with the U.S. Forest Service. As required by agency policy and guidance the environmental assessment should highlight the potential impacts (or lack thereof) to wetlands, floodplains, threatened or endangered species, cultural resources, prime and unique farmlands, low income or minority populations, environmental justice, energy requirements, conservation potential of alter- natives and prime forest land.

#### ☐ Chapter II – Alternatives (CE/EA)

- 1. Description of Alternatives Analyzed (including maps of alternatives): The Contractor will write a description of the proposed action and alternatives, including a no action alternative. Additional alternatives may be described if necessary to ensure consideration of a reasonable range of alternatives. The U.S. Forest Service shall provide the Contractor with the information necessary to describe the no action alternative, as well as actions (including mitigation measures) comprising the pro- posed action and additional action alternatives as appropriate. The Contractor will be responsible for integrating details into a clear and concise written description. The Contractor will prepare and include maps and other illustrations to help show differences among the alternatives.
- 2. Alternatives Considered and Eliminated from Further Study: The Contractor will include a description of alternatives considered but eliminated from further study. The narrative will (a) identify any such alternatives, and (b) present supporting narrative describing why each alternative is being dismissed. Justification for eliminating such alternatives from further analysis is based primarily on factors relating to the alternative's feasibility. Simply identifying agency preference is not defensible rationale for dismissing an alternative.
- Comparison of Alternatives in tabular form: Include comparisons with respect to the Purpose and Need, Forest Plan guidance, Issues, and Key Environmental Effects (summarized from Chapter III). Summarize the following in the alternatives chapter: 1) the degree to which each

alternative meets the purpose and need (objectives), 2) the important features of each alternative, and 3) the impacts of each alternative. These three summaries should be in the form of a matrix for easy comparison of alternatives. The comparison must sharply define differences among alternatives.

#### ☐ Chapter III – Affected Environment and Environmental Effects

#### Alternative Responses to the Issues

Display how each alternative addresses the issues. The affected environment section of the EA will describe the existing environment potentially affected by the project alternatives, or that would affect the alternatives if they were implemented. Consistent with Forest Service regulations, this chapter should present a concise and focused description of the environment for the project EA (not the forest or region as a whole). Information presented should particularly focus on sensitive or controversial resources and/or those resources anticipated to incur project-related impacts. Detailed background or support material should be incorporated by reference or placed in an appendix.

The environmental effects section provides the reader with an analytic evaluation of the potential effects or impacts of each of the alternatives on the resources describe in the affected environment section. The objective analysis and disclosure of potential environmental impacts of the proposed action and alternatives facilitates informed decision-making. This analysis and disclosure of impacts will be provided in this section, with the Contractor presenting the effects of each alternative on the various components of the affected environment.

The Contractor will generally be able to select an acceptable method to quantify the effects. Regional-approved methods must be used to ad- dress Management Indicator Species and Roads Analysis. The analyses must describe the intensity (or magnitude) and duration of the effects. The characterization of impacts will include descriptions of impact duration, intensity (or magnitude), and context (site-specific, local, regional, or national effects, etc.). Forest Service Handbook also requires the impact analysis to be concise, clear, and to the point and emphasize the real environmental issues. Conclusions on impacts should be presented with supporting analysis; the rationale for the conclusion must be provided.

The Contractor will work with the U.S. Forest Service to identify relevant, reasonable mitigation measures to improve the project. The

Contractor will analyze the effectiveness of the proposed mitigation measures, as well as the probability that such measures would be implemented.

Focusing on those issues and resources identified in scoping, the Contractor will analyze cumulative effects by adding the incremental impact of the alternative actions to impacts resulting from "other" actions.

"Cumulative impact" is defined as, "the impact on the environment which results from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (federal or non-federal) or person undertakes such other actions" (40 CFR 1508.7).

The preparation of legally defensible cumulative impact analyses is a key element of the environmental consequences chapter.

Recent case law has demonstrated its importance. The Contractor will analyze potential cumulative effects of each alternative using the following steps:

In collaboration with the U.S. Forest Service, the Consultant will first identify those "other" actions, including other actions on the Consultant, comprising the cumulative impact scenario. For example, these actions may include projects within the Forest but outside the scope of the project and/or projects or activities on adjacent lands by other entities.

#### **Resource Effects**

Analyze the environmental direct, indirect and **cumulative** effects of proposed action and alternatives on resource elements, including:

- 1. Effect on **physical factors** of the site (not all may apply):
  - ♦ Geologic hazards or unique landforms
  - Soils (their productivity or erodibility)
  - Minerals and energy resources (locatable minerals, leasable minerals, energy sources)
  - Visual resources (blocked vistas, building colors and heights)
  - Heritage resources (archaeological, historical, architectural)
  - ♦ Wilderness resources
  - Wild and scenic rivers
  - Water resources (water quality, streamflow, floodplains, wetlands, groundwater recharge)

- Air quality
- ♦ Noise
- ♦ Fire hazards
- ◆ Land use (prime farm, timber, rangelands)
- Infrastructure improvements (roads, trails, utility corridors and distribution, water collection and storage, communications systems, solid waste collection and disposal)
- 2. Effect on the biological factors of the site (not all may apply):
  - Vegetation (forest, rangeland, other major vegetation types, threatened or endangered plants, unique ecosystems, plant diversity)
  - Wildlife (habitat, populations, threatened and endangered species, migratory birds, diversity, management indicator species)
  - ♦ Fish (see wildlife suggestions)
  - Recreation resources (sites, trails, opportunities, etc.)
  - Insects and diseases
  - ♦ Exotic and/or noxious organisms
- 3. Effect on the **economic factors** of the site (not all may apply):
  - ♦ Economic base
  - Employment/unemployment
  - Housing
  - Land use requirements
  - Community service requirements
  - ♦ Revenue base (local government, special service districts)
  - Plans and programs of other agencies
  - ♦ Income (sources, amounts, distribution)
  - Cost (financial analysis)
- 4. Effect on the **social factors** of the site (not all may apply):
  - Population dynamics (size, composition, distribution and density, mobility, displacement)
  - ◆ Social institutions (education, family, economic, political, military, religious, recreation)
  - ◆ Ways of life (sub-cultural variation, leisure and cultural opportunities, subsistence hunting and fishing, personal security, basic values, community identity, health and safety)
  - Land tenure and land use
  - Legal considerations

#### **Appendices**

#### EA:

List of Preparers and Agencies/Persons Consulted

- 1. Maps (if not in the body of the document)
- References to Publications (in standard scientific format)
- 3. Other appendices as needed

#### VIII. Deliverables

Deliverables shall be addressed to the U.S. Forest Service Project Manager:

Black Hills National Forest

Attn: Conner Thiele 2014 N. Main Street Spearfish, SD 57783 Voice: 605-642-4622

Fax: 605-642-4156

Electronic mail: Conner.Thiele@usda.gov

Deliverables shall be paper copies, facsimiles, and/or electronic copies as specified. Electronic word processing documents shall be Microsoft Word. Final documents shall be delivered on a compact disk in Microsoft Word and .pdf formats. Where multiple copies are indicated, it will be understood these are to be paper copies. Elsewhere where copy media is unspecified, it will be the option of the Contractor to provide the materials by either paper copy or electronic copy. For enhanced communication and to minimize time constraints, it is anticipated and desired that many transmittals will be via electronic means.

The U.S. Forest Service will review all draft materials. Generally, one review and correction cycle will be sufficient prior to printing final materials. However, based up on the amount or complexity of the U.S. Forest Service's revision comments, the U.S. Forest Service shall have the option of reviewing drafts until they are revised to the U.S. Forest Service's satisfaction.

All documents shall be published to U.S. Forest Service standards. The Contractor, under the direction and guidance of the U.S. Forest Service, shall be responsible for printing and distributing all documents, except for those documents that must be published by the Government Printing Office (GPO). GPO publication requirements will be determined on a case-by-case basis. The Contractor shall provide all stenographic, clerical, graphics, layout services and printing to established FS standards. Foldout sheets and large maps shall be provided where applicable. Mailings shall be first class.

All GIS data shall be provided in a format compatible with ESRI ArcPro current version, the data shall be in either shapefile or geodatabase format. GIS data shall be within national mapping standards of 1:24,000 (40 feet), and in coordinate system UTM NAD83, 13N, meters. The Final GIS data (trails, site locations, etc.) and GIS data that is used to create maps, shall be provided with metadata describing the 'data source', 'GIS process steps' and 'attributes.

- A. **Reports:** By the 15th of each month, the Contractor shall provide monthly management reports throughout the lifetime of the project. The Contractor shall provide a meeting summary within 2 working days following each meeting during the lifetime of the project.
- B. **Work Plan:** Within 30 days of issuance of the contract, the Contractor shall submit a work plan. The work plan shall be a comprehensive plan and schedule for completion of all aspects of the task order, following the schedule prepared by the U.S. Forest Service. See Section VIII. The work plan shall account for all the tasks within the scope of this task order, deliverables listed below, preparation time, and review time for each draft by the U.S. Forest Service. The work plan shall include an assessment of the existing data, preliminary identification of additional data needs for the NEPA document and preliminary identification of specific Technical Reports required for the document.
- C. Maps of the project area, alternative actions (if needed) and cumulative actions.
- D. Scoping Letter/Scoping Notice
- E. **Biological Evaluation/Assessment:** The Contractor shall write the Biological Evaluation/Biological Assessment (BA) for Section 7 Consultation with the U S Fish and Wildlife Service. The Contractor will prepare a biological evaluation for selected species as per U.S. Forest Service Manual (FSM) 2600, Chapter 2670 Threatened, Endangered, and Sensitive Plants and Animals and Region 2 guidelines. Two separate BA/BEs will be prepared for wildlife and botany. The BA/BEs should include analysis for Threatened Endangered and Proposed (TEP) species for all alternatives, R2 Sensitive and Black Hills Management Indicator Species (MIS), Species of Local Concern (SOLC). MIS should be included in the BA/BE as well as other species protected under the Migratory Bird Treaty Act (MBTA) that may be impacted.

The Contractor will obtain a letter from the U.S. Fish and Wildlife Service (USFWS) listing the federally protected species that may occur in, near or downstream of the project. The Contractor will consult District and Forest records (documents and GIS files) in addition to other information sources

- when developing the list of species to be addressed in the biological evaluation. The BE should also provide determination statements for U.S. Forest Service Sensitive Species and MIS.
- F. **Technical Reports:** Based on FS review and public scoping, resource issues may be identified which will require separate Technical (Specialist) Reports. Technical Reports are to be written in conformance with U.S. Forest Service standards and guidelines. Preliminary Technical Reports (two copies of each) shall be submitted prior to, or concurrent with, the NEPA Document.
- G. Final Technical Reports: The Contractor will revise the Technical Reports to satisfy all comments made by the FS reviewers, and include a final, signed and dated original in the Project Record prior to the release of the NEPA Document.
- H. DRAFT Preliminary EA (if required): The Contractor shall provide a digital copy of a completed EA that considers public, and U.S. Forest Service comments. Support materials, including the Watershed Analysis, shall be arranged in appendices or separate reports and files that are in the Project Record. Information needed to immediately interpret or understand the EA shall be contained in an Appendix. Technical Reports shall be stand-alone documents, included in the EA by reference. Relevant information from these reports should be integrated in the EA.
- EA: Final Environmental Assessment (if required): The Contractor shall revise the preliminary document based on U.S. Forest Service comments and prepare one digital of the final document.
- J. Decision Document: The Contractor shall provide a draft decision document (Decision Memo or Decision Notice) that includes everything required by the U.S. Forest Service except the actual decision and rationale (see FSM 1909.15, Section 43 for a CE or EA.
- K. Final EA and Decision Documents: Following District Ranger approval of the EA (if required) and U.S. Forest Service preparation of the final Decision No- tice, the Contractor shall prepare a digital copy of the EA/DN. The U.S. Forest Service will file copies of the EA/DN and mail or e-mail copies to other Federal agencies as required. The Contractor shall mail or e-mail the EA/DN to the maintained mailing list.
- L. Project Record: The Project Record includes all the documents of all types (papers, studies, data, reference maps, correspondence, computer runs, etc.) in all formats (paper, hard drive, compact disk, etc.) that support the decision-making process.

The Contractor will provide the Project Records in chronological order in electronic format. The Case Manager is responsible for providing the Contractor with all U.S. Forest Service internal documents for the Project Record that support the NEPA process and decision.

Requirements for development and maintenance of project records are found in 36 CFR 217.2 "Decision Documentation" and "Decision Document," 36 CFR 219.8(g), 36 CFR 219.10(h), 40 CFR 1506.6(f), and U.S. Forest Service Manual 1950.3(4). The U.S. Forest Service also has examples of how a Project Record should be built.

#### MOUNT ROOSEVELT TRAIL SYSTEM

#### **Proposed Action**

The Black Hills National Forest proposes to issue an authorization for the construction, operation, and maintenance of a non-motorized trail connecting the City of Deadwood to the Black Hills National Forest and the Friendship Tower on Mount Roosevelt along with the Deadwood Dick grave site north of Deadwood. Although the entire trail system will pass through other jurisdictions including City of Deadwood and BLM property, the total mileage across National Forest System lands amounts to approximately 8.0 miles. This will be new construction but will use existing game trails, terracing, and ridges north of Deadwood. The target is a class 3 developed trail with compacted tread and native surface with a trail width of 18"- 48" and maximum height of 10". The trail will be multiple non-motorized use, hiking, biking and horse trail. Once environmental analysis is completed and approved, the City of Deadwood will receive a special use authorization for construction and operations.

Trail Segment #	Segment Location	<b>Total Miles</b>	<b>Existing Roads Miles</b>	Trail
0	Mt. Roosevelt to Stage Run	2.99	0	2.99
1	BLM Boundary to Mt. Roosevelt TH	1.13	0	1.13
2	Stage Run East	1.62	0	1.62
3	Stage Run West	0.7	0	0.7
4	The Lodge	0.67	0	0.67
5	Deadwood Dick's Spur	0.13	0	0.13
6	Slaughterhouse Gulch	0.75	0	0.75
	(FS)Trail Total	8.0	0	8.0

Proposed Trail Miles by Management Area (Estimated)						
U.S. Forest Service Management Area	Estimated U.S. Forest Service Miles					
MA 3.31 Backcountry Motorized Recreation Emphasis	8.0					
Total	8.0					

The City of Deadwood is currently constructing other trail systems on their property and working with other partners including BLM and the U.S. Forest Service to improve trail systems and the visitor experiences around their town. There are no proposed trailheads located on NFS land. Visitors may use the existing Mt. Roosevelt parking area and adjacent dispersed camping areas to park but the primary parking will be associated with the other City of Deadwood trails.

#### **Purpose and Need**

The Black Hills National Forest is responding to a special use proposal from the City of Deadwood to construct, operate, and maintain a sustainable non-motorized trail on National Forest System lands. The purpose and need of the proposed action is to respond to this application to enhance the Black Hills non-motorized trail network by sustainably connecting communities to the Forest and each other, by providing and encouraging recreational opportunities for non-motorized users. The proposed route would connect several historic sites including the Friendship Tower and Deadwood Dick's gravesite to City of Deadwood and new trails currently under construction. The Mt. Roosevelt Trail will provide recreation opportunities for hikers, bicyclists, and equestrian users in the northern Black Hills National Forest that are not currently available on this scale.

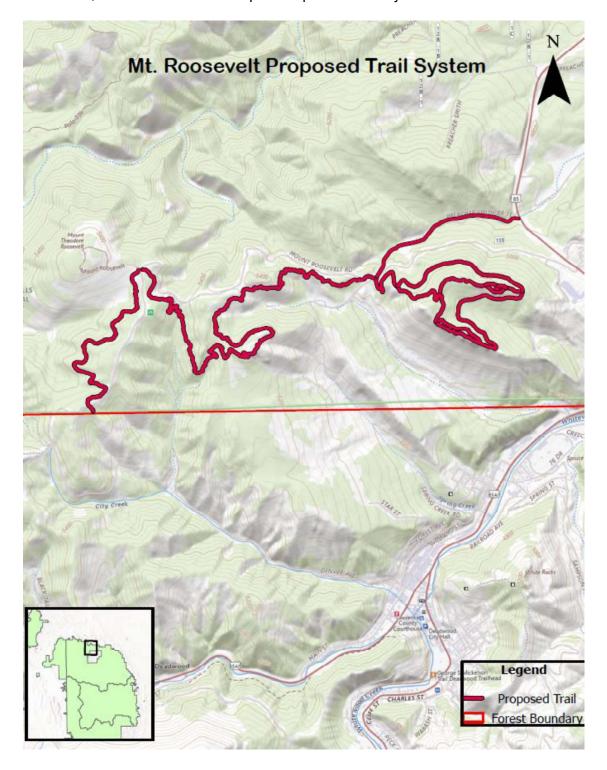
These needs are consistent with the goals, objectives, and standards outlined in the Black Hills National Forest Land and Resource Management Plan:

- Goal 4 Provide for scenic quality, a range of recreational opportunities, and protection of heritage resources in response to the needs of the Black Hills National Forest visitors and local communities.
  - Objective 417 Coordinate trail development with the State Comprehensive Outdoor Recreation Plan (SCORP). Develop trails in cooperation with other agencies and partners.
- **Goal 7** Emphasize cooperation with individuals, organizations, and other agencies while coordinating planning and project implementation.
  - Objective 701 Continue to cooperate with interested parties and organizations in the development of plans and projects.
  - o **Objective 702** Encourage cost sharing as part of cooperative efforts.
  - Objective 703 Seek partnerships with other service providers federal, state, county, local, and private sector – to define complementary roles that best meet customer needs.
- Goal 8 Promote rural development opportunities.
  - Objective 803 Recognize the nature and extent of local economic dependencies on National Forest activities. Give special attention to resource programs that help diversify rural economies.

#### **Decision Framework**

Given the purpose and need, the District Ranger will review the proposed action and significant issues, environmental consequences, public comments, and will make the following decisions concerning the lands in the project area:

 Whether to issue authorizations and a reciprocal no-fund agreement for construction, operation, and maintenance of approximately 8.0 miles of nonmotorized trail connecting the City of Deadwood to the Black Hills National Forest. Map of the proposed Roosevelt Trail System on the Black Hills National Forest, City of Deadwood. The numbered trail segments are in green. The green segments show Forest System Lands, the yellow blocks show BLM, and the white blocks represent private and city lands.



## **PROPOSAL**=



FILE MAC PROPOSAL 1: 2/8/86

Commercial & Residential Government & Industrial Installation, Sales & Service

A Division of A Plus Security, Inc. Quality & Reliability . Since 1975

Residential/Commercial Alarm Systems, Smart Home Technologies, Digital Video & Surveillance Solutions, Card Access Control, 24-Hour Central Monitoring Services

**Spearfish Office** P.O. Box 373 Spearfish, SD 57783 (605) 644-0925

Rapid City Office (605) 388-0925 Gillette, WY (307) 682-7000

HAND TO NATE OF THE PROPERTY O		American unity Systems	SECURING AMERICA	(605) 644-0925	(307) 682-7000				
PROPOSAL SUBMITTED TO City of Deadwood				TELEPHONE 605-578-3082	DATE 06-25-2025				
STREET Main Street				JOB NAME Panic security system	100 20 2020				
CITY, STATE AND ZIP CODE Deadwood, SD 57732				JOB LOCATION					
CONTACT . Lornie				Parking Garage Booth  JOB PHONE					
We hereby submit specifications A comprehensive security contro and exit delays will be provided w monitoring station for notification		recognition are a second		I Iarm System III be installed with digital keypac user to turn the alarm off when a	d(s) for arming and disarming the system. Entry entering. An alarm condition will alert the central				
Main Control:		Micropr	Microprocessor based control system with automatically rechargeable standby battery(s						
Digital Keypad(s):		Security	y control system st	tations/keypads.					
Contacts/Sensors:		Magnet	ic contacts/sensor	s to protect door/window	openings.				
Motion Detectors:		Electron	nic motion detecto	rs to detect interior motion	n.				
Glass Breakage:	-	Electron	nic sensors to dete	ect breakage of glass in th	ne areas they cover.				
Temp/Environmental:									
Sounding Devices:	-								
Fire Detection:				····					
Other:	1		rm button						
1		System c	ellular communication	n module ————————————————————————————————————					
-		Total: \$39							
,-		Includes activation, installation, and testing.							
-		DII-IIII	0 1 10 6						
n	\$44.95	BIACK HIII	s Security will perforn	n additional work or future ser	vice on a time and materials basis.				
Monitoring:		220		al station monitoring.					
THE LIMITED WARRANTY, L	IMITED LI	ABILITY, A	ND THE TERMS AND	CONDITIONS OF SALE APPE	EAR ON THE BACK OF THIS DOCUMENT.				
We Propose hereby to	furnish r	naterial a	and labor — compl	ete in accordance with at	pove specifications, for the sum of:				
Equipment (Excludes sales tax	):		Labor:	Total (Ex	cludes sales tax): Listed above				
Payment to be made as follows: Billed after completion									
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any atteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado and other necessary insurance.				AUTHORIZED SIGNATURE	on Wald withdrawn by us if not accepted within 30 days.				
Acceptance of Proposa conditions are satisfactory and are work as specified. Payment will be well as the same of t	hereby acco e made as o erms hereo	epted. You a outlined abo	are authorized to do the	X SIGNATURE					

#### TERMS AND CONDITIONS

- A Plus Security, Inc./A Plus Communications (hereinafter called Company) agrees to install and/or sell specified system on premises and/or deliver system to customer (hereinafter called Purchaser) in operating condition according to standard Company's practices. If applicable the installation will be completed within a reasonable length of time based on the conditions inherent in the premises and Company's installation schedule.
- 2. LIMITED WARRANTY: The Company hereby warrants that the material installed and/or sold is agreed to be as specified and is in accordance with the manufacturer's specifications. In the event that any part shall become defective within the system or in the event that any repairs shall be required, the Company hereby agrees to make all repairs and replacements of parts without cost to Purchaser for a period of (12) months from the date of original invoice for this installation for most products. Pagers carry a limited (90) day manufacturer's warranty. Other products may carry a lesser warranty; a representative will be able to provide information concerning a limited warranty and term upon request. Company reserves the option to either replace or repair the product, and reserves the right to substitute materials of equal quality at a time of replacement.

This warranty does not cover any damage to material or equipment caused by accident, misuse, tampering, fire, lightning, or other causes beyond the control of the Company. The Company shall not be liable for any indirect, incidental, or consequential damages arising from failure of the system from any cause. Purchaser acknowledges that the Company does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the system supplied may not be compromised, or the system will in all cases provide the signaling, monitoring, and response for which it was intended. It is also acknowledged that Purchaser is not relying on Company's skill or judgement in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of the agreement hereof.

- 3. LIMITED LIABILITY: It is understood and agreed: That Company is not an insurer; that insurance, if any, shall be obtained by Purchaser; that the payments provided herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or the property of others located on Purchaser's premises; that Company makes no guarantee or warranty, including any implied warranty of merchantability or fitness or the equipment or services supplied will aven or prevent occurrences or the consequences therefrom which the system or service is designed to detect or avert. Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the system to properly operate with resulting loss to Purchaser because of, among other things:
  - A. The uncertain amount or value of Purchaser's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert.
  - B. The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding.
  - C. The inability to ascertain what portion, if any, of any loss would be proximately caused by company's failure to perform or by failure of its equipment to operate.
  - D. The nature of the service to be performed by Company.

Purchaser understands and agrees that if Company should be found liable for loss or damage due from a failure of Company to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring, or service or the failure of the system or equipment in any respect whatsoever, Company's liability shall be limited to Two Hundred Fifty (\$250.00) Dollars as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage irrespective of cause or origin results directly or indirectly to persons or property from performance or nonperformance of the obligations imposed by this contract, or from negligence active or otherwise, of Company, its agent, assigns, or employees.

If subscriber wishes Company to assume a limited liability in lieu of the liquidated damages as herein above set forth, subscriber may obtain from company a limitation of liability by paying an additional monthly service charge to company. If subscriber elects to exercise this option, a rider shall be attached to this agreement setting forth the terms, conditions, and the amount of the limited liability, and the additional monthly charge. Such rider and additional obligation shall in no way be interpreted to hold company as an insurer.

4. THIRD PARTY INDEMNIFICATION: Purchaser agrees to and shall indemnify, defend, and hold harmless Company, its employees, and agent for and against all claims, lawsuits and losses which claim and or lawsuit is brought or loss sustained by parties or entities other than the parties to this agreement (hereinafter referred to as third parties). This provision shall apply to all claims, lawsuits or damages caused by Company's negligent performance, whether active or passive and to all claims based upon defects in design, installation, maintenance, monitoring, operation, or non-operation of the alarm system whether those claims be based upon negligence, active, or passive, warranty, or strict or product liability on the part of Company, its agent, servants, or employees.

This agreement by Purchaser to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of Company is on Purchaser's premises and which losses, damages, and liability are solely and directly causes by the acts of said employee.

5. CENTRAL STATION (MONITORING) AND AIRTIME SERVICES: Central station services consist of the receipt, analysis, and response to signals from system installed under this agreement. Monitoring, airtime or maintenance service charges are payable in advance. All services may be discontinued any time charges are unpaid or system is abused. Notice by U.S. Mail to billing address shall be deemed sufficient notice of discontinuation; this does not releave Purchaser of their financial or contractual obligations.

Company reserves the right to employ outside monitoring facilities. Purchaser acknowledges that this agreement and particularly those paragraphs relating to disclaimers of warranties, liquidated damages, and indemnification, inure to the benefit of and are applicable to any outside monitoring facilities employed by Company and that they bind purchaser with respect to the monitoring facility in the same manner and with the same force and effect as they bind Purchaser to Company.

The minimum period for any new or renewed monitoring or airtime contract shall be 60 Months from the date of this agreement unless stated otherwise on the front of this document. This agreement shall automatically renew for periods of one (1) year at the same monthly rate unless either party notifies the other in writing of it's intention to terminate this agreement not less than (30) days prior to the expiration of the original term thereof. Company shall have the right to increase the monthly charges provided herein, if subscriber is unwilling to pay the increase upon giving notice to the company in writing within (30) days from the effective date of increase, subscriber may terminate this agreement. Subscriber's failure to notify the company with said (30) days shall constitute subscribers consent to the increase.

If signals transmitted hereunder are monitored by the municipal police and/or fire departments, Company does not assume any responsibility for the manner in which signals are monitored or the responses, if any, to such signals.

- 6. TELEPHONE, AC POWER CONNECTIONS AND ADDITIONAL COSTS: It is the responsibility of Purchaser to provide the proper telephone. AC power and connections that are required for proper operation of the equipment. Company will assist Purchaser in making necessary arrangements to secure telephone and AC power connections for the system if requested. All associated charges are the responsibility of Purchaser. If Company provides these services they will be at additional cost. Costs of unforseen circumstances or non-standard situations are not included in the original agreement. Additional equipment and/or labor used or required during installation are at additional cost.
- 7. TESTING: It is the responsibility of the purchaser to test the entire system for proper operation periodically. We recommend that the system be tested at least weekly.
- 8. RETENTION OF TITLE AND RIGHT OF ACCESS: The system shall remain the personal property of Company until fully paid for in cash by purchaser and purchaser agrees to perform all acts which may be necessary to assure the retention of title to the system by seller. Should purchaser default in any payment for the system or part, then purchaser authorizes and empowers Company to remove the system or part from the premises. Such removal, if made by Company, shall not be deemed a waiver of Company rights to damages Company sustains as a result of purchaser's default and Company shall have the right to enforce any other legal remedy or right. Futhermore, Company shall be in no way obligated to restore the premises to its original condition, or redecorate same in the event the system or part is removed as a result of purchaser's default in payment. Risk of loss of the system, or any part of the same, shall pass to purchaser upon delivery to the premises of such system or part.
- 9. PAYMENT TERMS, LATE CHARGES AND COST OF COLLECTION: Terms are due upon receipt. To avoid late charges, payments must be received within 30 days. If payments are not received within terms, late charges are calculated as follows: For balances over \$350 a flat rate of 1.5% per month will be assessed; For balances under \$350 a flat charge of \$5/month will be assessed. Costs of collection of accounts overdue including reasonable attorney's or collection agency's fees shall be borne by Purchaser.
- 10. ENTIRE AGREEMENT: This instrument contains the entire agreement between the parties hereto with respect to the transactions described herein and supersedes all previous negotiations, commitments and writing pertaining thereto.

## 101-4192-17-422

#### **Towey Design Group, Inc.**

PO Box 67 | Box Elder, SD 57719 605.600.3758 | mtowey@toweydesigngroup.com



#### INVOICE

Lornie Stalder

Date:

June 30, 2025

PW Director City of Deadwood

Project #:

25-031

Invoice No.:

25-1302

#### Lornie@cityofdeadwood.com

Project Name:

25-031 Days of 76 Museum Sidewalk Repair

Estimated:

\$

6,706.90 HRLY

% Complete:

100.00%

Professional Services from

5/27/2025

to

6/29/2025

#### **WORK COMPLETED THIS PERIOD:**

Work completed this period includes: Develop plans for city to use for their bidding purposes.

PE III	Bob Kaufman	14.25 hours	\$135.00	\$1,923.75
INT II	Olan Rom	26.50 hours	\$88.00	\$2,332.00

Subtotal: \$4,255.75 0.00% Sales Tax: \$0.00

Total Invoice Amount (this period): \$4,255.75

Balance Due: \$4,255.75

Work will be **paused or suspended** on projects with balances greater than 60 days old until balances are paid in full.



101-4221-422

MacQueen 350 Austin Circle Delafield, WI 53018 (262) 646-5911

1125 7th Street E St Paul, MN 55106

**PLEASE R** 

Fax: (262) 646-5912

MacQueen 651-645-5726 • 800-832-6417

Section 6 Item v.

Ship To:	DEADWOOD 737 MAIN	FIRE DEPT STATION
	DEADWOOD	SD 57732-1309

Invoice To: DEADWOOD FIRE DEPARTMENT 102 SHERMAN ST

DEADWOOD SD 57732-1309

Attention: CHARLES FETTER

Branch		
DELAFIELD,	WI	CNNYYY
Date	Time	Page
06/19/25	09:06:29 (0	01.
Account No	Phone No	Inv No
DEADW001	6055781212	P50685
Ship Via	Purchase Or	der
JUNE 16	FLOW &	BAUER PM
Tax ID No		
-		Salesperson
		448 / 499

#### **PARTS INVOICE**

ORDER#: 040220

Est. Ship Date 06/16/2025

Part#	Description Bin	ORD _	ISS .	SHP	B/O UTTTT	Price	Amount
MSA FLOW TEST	SCBA FLOW TEST	19	19	19		70.00	1330.00
FTFP	FLOWTEST FACEPIECE	22	22	22		10.00	220.00
COMPRESSOR ANNU	ANNUAL COMP PM	1	1	1		350.00	350.00
SHOP SUPPLIES	SHOP SUPPLIES	1	1	1		45.00	45.00
TRAVEL TIME	TRAVEL/SET-UP	1	1	1		90.00	90.00
PER DIEM	PER DIEM TRAVEL	1	1	1		75.00	75.00
60037	SCBAS BAUER FIL CR	1	1	1		350.77	350.77
	SCBAS BAUER FILTER WITH	H SENSOR					
0-8501025	COMP OIL 10 WH1A	3	3	3		40.00	120.00
	COMPRESSOR OIL SYNTHET:	IC QUART	s.				
A100DY	AIR SAMPLE KIT CR	1	1	1		130.00	130.00
	NFPA BREATHING AIR SAM	PLE TEST	KIT				
	INCLUDES LAB TESTING OF	F SAMPLE	AND (	COPY			
	OF TEST RESULTS UPON CO	OMPLETIO	N				

PERFORMED ANNUAL FLOW TESTING OF MSA G1 SCBAS AND MASKS. ALL UNITS MEET CURRENT MSA STANDARDS FOR THIS MODEL.

ANNUAL COMPRESSOR SERVICE ON BAUER COMPRESSOR - VISUALLY INSPECTED COMPRESSOR, CONTAINMENT STATION & CYLINDERS. CHECKED OIL LEVEL & CONDITION - OK. PERFORMED RUN TEST ON COMPRESSOR - ALL OK. CHANGED COMPRESSOR OIL. CHECKED ALL FILTERS & REPLACED PURIFICATION FILTER. 2ND COMPRESSOR RUN TEST PERFORMED - OK. COMPLETED AIR SAMPLE.

HOURS: 147

BAUER MINI-UNICUS

SERIAL # 197143

Air pack Testing / Air Compressor Service

**VisitUsOnline** www.macqueengroup.com



Ship To: DEADWOOD FIRE DEPT STATION

737 MAIN STREET

DEADWOOD SD 57732-1309

Invoice To: DEADWOOD FIRE DEPARTMENT

102 SHERMAN ST

DEADWOOD SD 57732-1309

350 Austin Circle Delafield, WI 53018 (262) 646-5911

Fax: (262) 646-5912

MacQueen

PLEASE R Section 6 Item v. MacQueen 1125 7th Street E St Paul, MN 55106 651-645-5726 • 800-832-6417

DELAFIELD,	WI		CNNYYY
Date	Time		Page
06/19/25	09:06:2	9 (0)	02
Account No	Phone No		Inv No
DEADW001	6055781	212	P50685
Ship Via	Purcha	se Order	<u></u>
JUNE 16		W & BA	UER PM
Tax ID No		,	
	J		
	·	Sale	sperson
		- 1	440 / 400

At	tention: CHARLES	FETTER					
PARTS INVOICE							
ORDER#: 0402	20	Est.	Ship Date	06/16/2025			
Part#	Description	Bin	ORD ISS	SHPB/O	UTTTT Price	Amount	
					TOTAL DUE	2710.77	

X	
Received By	 Date

## **BID BOOKLET AND SPECIFICATIONS FOR**

# STREETS DEPARTMENT METAL ROOF REPLACMENT



City of Deadwood

Deadwood, SD

August 2025

RFP 2025 - 04

## BID BOOKLET AND SPECIFICATIONS FOR

Streets Department Metal Roof Replacement

**Location:** City of Deadwood Streets Department 67 Dunlop Avenue



**Bid Opening Date:** August 14, 2025, at 2:00 p.m.

Owner: City of Deadwood 02 Sherman Street

Deadwood SD 57732

605-578-2600 EXT 5

## TABLE OF CONTENTS NOTICE TO BIDDERS

NOTICE TO	
BIDDDERS	3
INSTRUCTIONS TO BIDDERS	
4 ADDITIONAL REQUIREMENTS	
BID FORM	
BID BOND	13
CONTRACT	14
SPECIAL CONDITIONS TABLE OF CONTENTS	
SC-1 TECHNICAL SPECIFICATIONS	
TS-1	

# NOTICE TO BIDDERS STREETS DEPARTMENT METAL ROOF REPLACEMENT

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on August 16, for removal and replacement of the metal roof at Streets Department located at 67 Dunlap Ave. Bids will be publicly opened and read on that date at 2:00 p.m. at 102 Sherman, Deadwood, SD, with results presented to the City Commission on August 18, 2025 at 5:00 p.m.

The contractor will be responsible for removal of the existing roof and components in a manner that is safe and meets all local and state code requirements. Any unusable materials shall be properly disposed of in an authorized landfill. The contractor will be responsible for all quality control. In addition to any warranties by the supplier, the contractor shall provide a one year warranty for providing and installation of any items that were replaced in the project.

Interested contractors can schedule a time to inspect the project by calling Public Buildings Department at 605-578-2082.

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

Bids will be sealed with name of bidder on the outside and marked <u>Deadwood Streets</u>

<u>Department roof</u> Bids will be mailed or hand delivered to the Deadwood Finance

Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 7th day of July, 2025.

CITY OF DEADWOOD
/s/ Jessicca McKeown, Finance Officer

Publish Black Hills Pioneer: July 10 and July 24, 2025.	
For any notice that is published twice: This notice is published twice at an approximate cost of \$	

#### **INSTRUCTIONS TO BIDDERS**

Sealed bids will be received at the Finance Office of City Hall, 108 Sherman Street, Deadwood South Dakota 57732 until 2:00 p.m. local time on the 14th day of August 2025.

Copies of the proposed contract and bidding documents are available at the City of Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, and are available upon request.

Each bid shall be accompanied by a bid bond in the amount of ten percent (10%) of the bid, or a cashier's check or money order in the amount of five percent (5%) of the bid.

<u>Sealed Bids</u>. Each bid shall be legibly written or printed in ink on the form provided. No alterations in bids or in the printed forms by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the bidder. No alteration in any bid, or in the form in which it is submitted, shall be made after the bid as been submitted. All addenda to the contract documents, properly signed by the bidder, shall accompany the bid when submitted. Each bid shall be enclosed in a sealed envelope or wrapping, addressed to the City of Deadwood, South Dakota, identified on the outside with the words "Bid for Streets Department Metal Roof Replacement" and filed at the Finance Office. No Bidder may submit more than one bid. Multiple bids under different names will not be accepted from one firm or association.

If a Bidder uses a substitute Bid Form, the formatting and required information must be the same as the form provided. The City of Deadwood may reject any bid that does not conform to these instructions and the Specifications.

Each bidder shall sign the Bid Form using their usual signature and giving their full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representatives. Bids by corporations shall bear the corporate seal and shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant and each shall indicate whether the participant is doing business as an individual, partnership or corporation. The names of all persons signing shall also be typed or printed below the signature. A bid by a person who affixes to their signature the word "president", "secretary", "agent", or other designation without disclosing their principal may be held to be the bid of the individual signing. When requested by the City of Deadwood, evidence of the authority signing shall be furnished.

<u>Withdrawal of Bid.</u> No bidder may withdraw their bid for thirty (30) days after the date and hour set for the opening. A bidder may withdraw their bid any time prior to expiration of the period during which bids may be submitted by a written request signed in the same manner and by the same person who signed the Bid Form.

<u>Acceptance and Rejection of Bids.</u> The City of Deadwood reserves the right to accept the bid which, in its judgement, is the lowest and best bid, to reject any or all bids, and to waive irregularities in any bid. Bids received after the specified time of closing will be returned unopened.

Qualifications of a Responsible and Responsive Bidder. The City of Deadwood may make such investigations as it deems necessary to determine the ability of the bidder and all subcontractors to perform the work. The bidder shall furnish the City of Deadwood all such information and data for this purpose as the City of Deadwood may request. The City of Deadwood reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City of Deadwood that such bidder is properly qualified to carry out the obligations of the contract and to complete the work.

<u>Submittal of References.</u> The roofing system shall be applied only by a licensed roofing company. The Contractor shall provide a submittal of three (3) professional references showing prior experience in completing similar work along with the bid. Bids will not be accepted without review and approval of references.

<u>Interpretation of Contract Documents.</u> If any person who contemplates submitting a bid is in doubts to the true meaning of any part of the specification, or other proposed contract documents, they may submit to the Public Works Department a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by addendum, and a copy of each addendum will be provided to others who obtain the bid documents. The City of Deadwood will not be responsible for any other explanations or interpretations of the proposed contract documents.

<u>Local Conditions Affecting Work.</u> Each bidder shall visit the site of the work and shall completely inform themselves relative to hazards and procedure, labor, and all other conditions and factors, local and otherwise, which would affect performance and completion of the work and its cost. All such factors shall be properly investigated and considered in the preparation of the bid. There will be no subsequent financial adjustment for lack of such prior information.

<u>Performance Bond and Payment Bond.</u> A performance bond and payment bond in the amount of one-hundred percent (100%) of the contract will be required and must be

made out to the City of Deadwood. Such bonds must be valid until the project is complete and accepted by the City of Deadwood.

#### **Warranty Process.**

Contractor shall provide a Manufacture's 30-year warranty on paint finish of metal roof, and a 10-year installation warranty.

<u>Preliminary Site Inspection.</u> The Public Works Director will be available to accompany any prospective bidder to the work site to point out the proposed areas of construction and to answer questions which the prospective bidder may have concerning the project.

## **ADDITIONAL REQUIREMENTS**

<u>Materials and Equipment.</u> The Contractor shall provide all materials and equipment unless otherwise specified in these documents.

<u>Contractor's License.</u> All contractors and subcontractors must obtain a city contractor's license from the City of Deadwood prior to beginning work. This license can be obtained at the South Wing of City Hall located at 108 Sherman Street, Deadwood, South Dakota.

Insurance. The Contractor shall secure and maintain throughout the duration of this contract insurance of such types in such amounts as may be necessary to protect themselves and the interests of the City of Deadwood against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the City of Deadwood. Regardless of such acceptance, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve them of any contractual responsibility or obligation. Satisfactory certificates of insurance shall be filed with their submittal of contract documents for execution by the City of Deadwood. The certificates shall state that thirty (30) days written notice will be given to the City of Deadwood before any policy covered thereby is changed or canceled.

<u>Defense of Suits.</u> In case any action in court is brought against the City of Deadwood, or any officer or agent of the City of Deadwood, for the failure, omission, or neglect of the Contractor to perform any of the covenants, acts, matters or things by this contract undertaken; or for injury or damage caused by the Contractor or their agents or their subcontractors or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers; the Contractor shall indemnify and hold harmless the City of Deadwoood and its officer and agents from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

Worker's Compensation and Employer Liability. This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law, including claims insured by usual personal injury liability coverage. This policy shall include an "all state" endorsement. The liability limits shall not be less than:

Employer's Liability \$1,000,000 each person

<u>Comprehensive Automobile Liability.</u> This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor

vehicles and shall cover operation on or off the site of all motor vehicles licensed for highway use whether they are owned, nonowned, or hired. The liability limits shall not be less than:

Bodily Injury \$1,000,000 each occurrence

\$2,000,000 aggregate

Property Damage \$1,000,000 each occurrence \$2,000,000 aggregate

Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than his employees or damage to property of the owner or others arising out of any act or omission of the Contractor or his agents, employees, or subcontractors. The policy shall also include the following: (1) an "all states" endorsement, (2) protection against claims insured by usual personal injury liability, (3) completed operations coverage to terminate no sooner than the guarantee period, and (4) a "protective liability" or "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under the foregoing paragraph DEFENSE OF SUITS. It is encouraged that the contractor/bidder have the recommended coverage, and contractors that meet the recommended coverage will be contacted first. The liability limits shall not be less than:

Bodily Injury \$1,000,000 each occurrence \$2,000,000 aggregate

Property Damage \$1,000,000 each occurrence \$2,000,000 aggregate

### **BID FORM**

Streets Department Metal Roof Replacement

## City of Deadwood, South Dakota

To: Ci	ty Finance Officer		
С	ity Hall	Date	
D	eadwood SD 57732		
Contra Forms Condi mater and port Form Depar City of	undersigned, being familiar with the local act Documents, including the Advertisems, Bid Bond Form, Instructions for Executact, Form of Performance and Payment Itions, Technical Specifications, and Addersal and labor and the awarding of contractive all the equipment which pertains the for materials, labor and equipment for contract the Metal Roof Replacement project as I Deadwood, South Dakota.  L BASE BID \$	nent for Bids, Instructing Contract, Form Bond, Acknowledgenda which governets, hereby proposed the items of work onstruction improved as provided for in the	ictions to Bidders, Bid n of Construction ment of Surety, Special the purchase of es to do all the work described in this Bid ements of the Streets ne Specifications for the
\$			
(Write	e Base Bid in words and figures)		
Adder	ndums Acknowledged		
Signe	d		_
Name	Printed or Typed		_
Company			
<u>Item</u> Total	<u>Item Description</u>	Quantity	<u>Unit Cost</u>
1	Remove and Dispose of Existing Roof System, Flashing,  Damaged Vents, Gutters and Downspouts	1	

2	Furnish and Install Felt, Ice & Water Barriers, Flashings,	1	
	and Terminations (Caulk All Joints)		
3	Furnish and Install 24-Gauge Standing Seam Metal Roofing	1	
	System. Black in color		
4	Furnish and Install Roof Vents/Cupolas (4) Two functional	1	
	Two non-functional. All to be 3' X 6"		
5	Furnish and Install Gutters and Downspouts. Aluminum	1	<del></del> -
	6 "gutters, 4" x 5" downspouts		
6	Furnish and Install 10 rolls of replacement Insulation	1	<del></del>

	TO	TAL	BASE
--	----	-----	------

BID
-----

The above price shall include all labor, materials, baling, shoring, removal, profit, insurance, etc., to cover the finished work.

The City also reserves the unrestricted privilege to reject any unit prices for additions to, or deductions from the scheduled amount of work as given in the Bid, if the same are considered excessive or unreasonable, or to accept by including the same in the contract as unit prices applicable in the event of addition to or deduction from the work to be performed under the contract, any or all such unit prices which may be considered fair and reasonable.

The above bid includes State Sales Tax on materials and all other State and Federal Taxes that would affect the amount of the bid.

Within ten (10) days after Contractor's receipt of the Contract Document, the Contractor shall submit to the Public Works Office: a Performance and Payment Bond, Certificates of Insurance, copies of all applicable licenses and an Affirmative Action Plan (if applicable). The Contractor shall then schedule a Preconstruction Meeting with the City of Deadwood.

Overall Completion Date: September 1, 2025

\$). (Strike	out one).		
authorized to do business in the State of South Dakota, in the amount of			
amount of \$	) or a (10% bid bond issued by a surety		
of the base bid and all add alternates, and dr	awn on a State or National Bank in the		
Accompanying this proposal is a (cashier's c	heck or money order in the amount of 5%		

In submitting this bid it is understood that the right is reserved by the City to reject any and all bids and to waive all informalities. It is further understood by the bidder that

BIDDER
(Company)
FEDERAL TAX I.D. NO
BY
BYName of Authorized Agent, typed or printed
(Agent's Title)
OFFICIAL BUSINESS ADDRESS
PHONE NUMBER
EMAIL CONTACT
STATE OF INCORPORATION

he/she may not withdraw his/her Bid within thirty (30) days after the actual opening

### **BID BOND**

thereof.

KNOW ALL MEN	BY THESE	PRESENTS, that we, the undersigned
		, as Principal, and
		as Surety, are hereby held and firmly bound
unto the CITY OF	DEADWOOD a	as Owner in the penal sum of
\$		for the payment of which, well and truly to be made,
we hereby jointly a	and severally bi	ind ourselves, our heirs, executors, administrators,
successors and as	ssigns.	
Signed the	day of	, 20

The condition of the above obligation is such that whereas the Principal has submitted to THE CITY OF DEADWOOD a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the Streets Department Metal Roof Replacement.

#### NOW THEREFOR,

- (a) If said Bid shall be rejected, or in the alternate; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officer, the day and year first set forth above.

	(LS) Principal
SEAL	
	Surety
	Ву:

#### CONTRACT

This CONTRACT is made and entered into	this day of
,, by and	d between
	hereinafter "Contractor"), and the CITY OF
<b>DEADWOOD</b> , a municipal corporation and p	political subdivision of the State of South
Dakota, 102 Sherman Street, Deadwood, Se	outh Dakota 57732 (hereinafter
"Deadwood").	

For the consideration set forth herein, the parties agree as follows:

**Award.** City shall pay Contractor the price and amount set forth in Contractor's bid upon performance and completion of the Services by Contractor and acceptance by Deadwood.

**Indemnification and Hold Harmless.** Contractor agrees to indemnify and hold Deadwood and its officers, agents, and employees harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of Services. However, this section does not require Contractor to be responsible for or to defend against claims or damages arising solely from errors or omissions of Deadwood or its officers, agents, or employees.

Insurance. Worker's Compensation and Employer Liability. This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law, including claims insured by usual personal injury liability coverage. This policy shall include an "all state" endorsement. The liability limits shall not be less than:

Employer's Liability \$1,000,000 each person

<u>Comprehensive Automobile Liability</u>. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on or off the site of all motor vehicles licensed for highway use whether they are owned, nonowned, or hired. The liability limits shall not be less than:

Bodily Injury \$1,000,000 each occurrence \$2,000,000 aggregate

Property Damage \$1,000,000 each occurrence

#### \$2,000,000 aggregate

Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than his employees or damage to property of the owner or others arising out of any act or omission of the Contractor or his agents, employees, or subcontractors. The policy shall also include the following: (1) an "all states" endorsement, (2) protection against claims insured by usual personal injury liability, (3) completed operations coverage to terminate no sooner than the guarantee period, and (4) a "protective liability" or "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under the foregoing paragraph DEFENSE OF SUITS. It is encouraged that the contractor/bidder have the recommended coverage, and contractors that meet the recommended coverage will be contacted first. The liability limits shall not be less than:

Bodily Injury \$1,000,000 each occurrence \$2,000,000 aggregate

Property Damage \$1,000,000 each occurrence \$2,000,000 aggregate

Contractor shall provide certificates of insurance for the required insurance to Deadwood. The required insurance shall not be cancelled without at least 30 days' prior written notice to Deadwood.

**Performance and Payment Bond.** The Contractor shall, before commencing the work, furnish surety satisfactory to the Owner and on the form provided by the Owner, in amount not less than the contract price, for the faithful performance of the contract, with the additional obligation that such Contractor shall promptly pay all persons supplying him/her labor or material in the prosecution of the work provided for in the Contract. Such performance and payment bond shall be furnished to the Owner or his/her authorized agent within ten (10) days after the date of the award. (Failure on the part of the bidder to furnish such bond in the time stated shall be cause for consideration by the City of awarding the Contract to the second low responsible and responsive bidder and the retention of the bid deposit.)

In case of a partnership contract, each partner must sign the bond, (see Sealed Documents, 40 Am. Jur., P. 239, Par. 154, as amended).

**Termination.** In the event any of the provisions of this Contract are violated by the Contractor or any of their subcontractors, Deadwood may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract. Such notice will contain the reasons for Deadwood's intention to terminate. Upon such notice, Contractor will have ten (10) days to correct the violation. If corrections to the satisfaction of Deadwood are not made within ten (10) days, this Contract shall terminate. In the event of any such termination, the Owner shall immediately serve

Notice of Termination upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract. If the Surety does not commence performance thereof within five (5) days from the date of the mailing of Notice of Termination, the Owner may take over the work and perform the same to completion by contract or force account at the expense of the Contractor. In such event the Owner may also take possession of and utilize the materials, appliances, and plant as may be 16 on the site of the work and necessary therefor in completing the work. The Contractor and his/her surety shall be liable to the Owner for any and all excess cost as a result of Contractor's violation.

Responsibility for Work (Warranty). Neither the final certificates, nor payment, nor any provision in the contract documents, shall relieve the contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he/she shall remedy any defects due therto and any for any damage to other work resulting from, which shall appear within a period of two (2) years from the date of final acceptance by Deadwood City Commission. The Owner shall give notice of observed defects with reasonable promptness.

In addition, Contractor shall provide a Manufacture's 30-year warranty on paint finish of metal roof, and a 10-year installation warranty.

**Notices.** All written correspondence and notices pertaining to this Contract shall be provided by certified mail, return receipt to the addresses above.

**Amendment.** Any amendment to or modification of this Contract is binding only if set forth in a writing signed by both Parties.

**Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota. Any action pertaining to or affecting this Contract shall be venued in the Fourth Judicial Circuit, Lawrence County, South Dakota.

**Complete Agreement.** This Contract constitutes a written memorandum of the entire understanding and agreement between the parties and supersedes all prior understandings, negotiation, or agreements between them, whether written or verbal, with respect to the subject matter hereof.

**Compliance Provision.** Contractor will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Contract, and will be solely responsible for obtaining current information on such requirements.

**Independent Contractor**. While performing services hereunder, Contractor is an independent contractor and not an officer, agent, or employee of Deadwood.

**Binding.** This Contract shall be binding on the assigns and successors of the parties.

**Assignment.** This Contract may not be assigned by Contractor.

DEADWOOD	CITY OF
(Seal)	David Ruth, Mayor
Attest:	
Jessicca McKeown, Finance Officer	
State of South Dakota)	
)ss. County of Lawrence )	
personally appeared David Ruth and proven to be the persons described in	, 2025, before me, the undersigned officer, Jessicca McKeown, known to me or satisfactorily n the foregoing instrument, and acknowledged that ity therein stated and for the purposes therein
In Witness Whereof, I have set my ha	and and official seal.
(Seal)	
Public	Notary
My Commission Expires:	

### **SPECIAL CONDITIONS TABLE OF CONTENTS**

SC-1 TEMPORARY BUILDINGS		2
SC-2 UTILITIES		2
SC-3 DELIVERY AND PROTECTION		_
	3 30-0 CLLAN-0F	}
SC-7 TIME OF WORK	3	
SC-8 CONSTRUCTION PROGRE	SS SCHEDULES	
SC-9 PAINTING		4
SC-10 OPERATION AND MAINTE	NANCE MANUALS	.4
	4 SC-11 OBSTACLES IN THE RIGHT-OF-WAY	
RIGHT-OF-WAY		S
	4 SC-14 DISPOSAL AREA	

#### **SPECIAL CONDITIONS**

#### SC-1 TEMPORARY BUILDINGS

The Contractor shall, at his expense, furnish all temporary buildings during the construction period.

- (a) Temporary Toilet:
- 1. The Contractor may provide and maintain a sanitary, commercially manufactured, self-contained, temporary toilet, which shall comply with the South Dakota DENR. The location of the temporary toilet shall be approved by the Owner.
- 2. The temporary toilets shall be enclosed and weatherproofed and kept in a sanitary condition at all times
- (b) Storage Buildings: The Contractor may construct or bring on the site, such trailers or storage buildings as necessary to protect materials, tools or equipment for use on the project. Such buildings shall meet with the approval of the Owner and shall be removed from the site upon completion of the work of the respective contractors.
- <u>SC-2 UTILITIES</u> The Contractor will provide all electrical energy for power and lighting on this project, as the Contractor deems necessary. The OWNER will also allow use of the Streets Building outlets at agreed upon locations.

#### SC-3 DELIVERY AND PROTECTION OF MATERIALS

- (a) Deliver all materials in their original packages, containers, crates and bundles bearing the name of the manufacturer and the brand. Except as otherwise specified herein, the mixing, installation and application of materials shall be in strict accordance with the printed directions of the manufacturer and supplier.
- (b) Store materials other than fabricated and/or assembled equipment off the ground, under cover from dampness, and protected from blowing snow and rain. Exercise care in handling units to avoid chipping, abrasion and breakage. Locate storage piles, stacks, or bins to protect materials from damage, rust, contamination and avoid being disturbed.
- <u>SC-4 TEMPORARY ENCLOSURES</u> No temporary enclosures are anticipated to be needed on job. Temporary enclosures are subject to approval of the Owner.

#### SC-5 ENGINEERING AND LAYOUT

The Owner will enable the Contractor to proceed with the work.

#### SC-6 CLEAN-UP

The site shall be kept in a tidy condition by all contractors to the satisfaction of the Owner at all times during the work and all rubbish shall be removed from the premises. Each contractor shall be required to clean up all rubbish debris, and dirt, which his/her work has caused. At its option, the City may notify the Contractor of an unacceptable job site, give them a warning, and if not corrected, the City shall remove all rubbish and debris. In this circumstance the Contractor will be charged. At his/her option, the Owner may withhold any or all payments to be made until all rubbish and debris has been removed. No burning will be permitted on the premises.

#### SC-7 TIME OF WORK

- (a) All contractors shall note the section of the General Provisions, CONTRACTS; the section, PERFORMANCE AND PAYMENT BOND; and the section, INSURANCE, and shall adhere to the requirements thereof.
- 1. Within the (10) days after contractor's receipt of the Construction Contract Document, the Contractor shall submit to the Owner, Performance and Payment Bond and Certificates of Insurance and a Construction Schedule.
- 2. Work shall be commenced within ten (10) consecutive calendar days after written Notice to Proceed by the Owner, and shall be completed as noted in the Contract. See the General Provision on LIQUIDATED DAMAGES.
- (b) Contract work shall be limited to weekdays and Saturdays, 6:00 AM to 8:00 PM, Monday Saturday. Night work is prohibited unless approved in advance by the Owner.
- (c) Occupancy: It shall be noted that the site will be occupied during the period of construction. The Contractor shall take all necessary precautions to protect occupants, and the public, fixtures, equipment and storage from construction hazards, dust and debris. Scheduling of work in occupied areas shall be coordinated with the City. At least 48 hours' notice shall be given prior to the desired time for working in public right-of way areas. No work shall be done in public right-of-way areas without the consent of the City.
- (d) The Contractor shall protect all newly installed concrete from unwanted marks and defacing until properly set. Bicycle tracks, foot tracks, scribing, etc. in uncured concrete will not be tolerated.

#### SC-8 CONSTRUCTION PROGRESS SCHEDULES

Contractor shall submit to the Public Works Director his/her proposed schedule, which shall show the project completed within the time frame established in the contract.

#### **SC-9 PAINTING**

Paint all PVC vents copper to match trim.

<u>SC-10 OPERATION AND MAINTENANCE MANUALS</u> Contractor shall supply operation and maintenance manuals as per plan notes.

#### SC-11 OBSTACLES IN THE RIGHT-OF-WAY

Any damages or destruction not approved by the Owner shall be repaired or replaced by Contractor to the satisfaction of the Owner.

<u>SC-12 TRESPASSING OUTSIDE OF RIGHT-OF-WAY</u> Permission must be obtained from the property owner if equipment utilizes or crosses on ground outside the easement area. Any damages to property outside of the right-ofway must be repaired or replaced to the satisfaction of the property owner prior to final payment to the contractor by the City.

#### SC-13 BACKFILL MATERIALS

Not Applicable.

<u>SC-14 DISPOSAL AREA</u> The City will provide a disposal area at the City of Deadwood Streets building.

#### **TECHNICAL SPECIFICIATIONS**

#### TECHNICAL SPECIFICATIONS

#### Scope

To remove and dispose of existing 24-gauge metal roof, shingles, rain gutters, downspouts, flashings, vents, and insulation and replace with new.

#### **Quality Assurance**

This roofing system shall be applied only by a licensed roofing company. The Contractor shall provide a minimum of three (3) professional references to be reviewed.

The following documents shall be submitted by the Contractor for review prior to beginning work:

- Manufacturer Spec Sheets
- Black and copper color samples for 24-guage standing seam metal, gutters and trim.
- Materials Certifications (If Applicable)

Upon completion of the installation by the Applicator and certification that all work has been done in strict accordance with the contract specifications and manufacture's

requirements, a Manufacture's Technical Service Representative will review the installed roof system prior to warranty being issued.

#### Steel

24-gauge standing seam metal. Black and copper colors chosen.

#### **Flashing**

Equivalent to existing flashing. Sealant/caulking material shall be placed along all joints. Sealant shall match color of flashing.

#### **Gutters and Downspouts**

Gutters to be 6-inch aluminum and Downspouts will be 4-inch x 5-inch.

Roofing Underlayment Install synthetic felt, and ice and water shield to local code.

#### **Roof System Installation**

- 1. Remove the existing 24-guage standing seam metal roof system and flashings and properly dispose of all debris in designated area (also magnetize area).
- 2. Remove and dispose of existing gutters and downspouts.
- 3. Remove and dispose of any damaged vents and/or vent covers.
- 4. Remove damaged insulation (up to 10 rolls).
- 5. Apply all necessary felt, ice and water barriers, flashings, and terminations to complete the roofing system. Caulk all joints.
- 6. Furnish and Install 24-Gauge Standing Seam Metal Roofing System.
- 7. Furnish and replace damaged roof vents and/or covers.
- 8. Furnish and install new gutters and downspouts.
- 9. Furnish and install up to 10 rolls of insulation.
- 10. Provide a Manufacturer's 30-year warranty on paint finish of metal roof.
- 11. Provide a 10-year installation warranty.

#### **Incidental Work**

This work shall include all miscellaneous items not included under bid items, but which must be performed in order to properly complete the contract. This work shall be performed in an approved and professional manner at such times as to properly facilitate the whole of the work as directed by the Owner and shall be incidental to the cost of the project.



#### NOTICE OF PUBLIC HEARING APPLICATION OF TRANSFER FOR RETAIL (ON-OFF SALE) MALT BEVERAGE LICENSE FOR PAMS PURPLE DOOR

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held July 7, 2025, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

#### 1 – Retail (on-off sale) Malt Beverage & SD Farm Wine License (RB-21725):

Notice of transfer from Pandora's Box LLC, Lot 29 of Block 16, to Hunny Bunnies LLC dba Pams Purple Door at 637 Main Street.

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

Dated this 16th day of June, 2025.

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

Publish: B.H. Pioneer – June 19, 2025
For any public notice that is published one time:

Published once at the total approximate cost of
.

#### NOTICE OF PUBLIC HEARING APPLICATION OF TRANSFER FOR RETAIL (ON-OFF SALE) MALT BEVERAGE LICENSE FOR GUNSLINGERS SALOON

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held July 7, 2025, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

#### 1 – Retail (on-off sale) Malt Beverage & SD Farm Wine License (RB-21255):

Notice of transfer from Pandora's Box LLC, Lot 2 and Lot C of Block 18, to Hunny Bunnies LLC dba Gunslingers Saloon at 669 Main Street.

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

Dated this 16th day of June, 2025.

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

Publish: B.H. Pioneer – June 19, 2025
For any public notice that is published one time:

Published once at the total approximate cost of
.

#### **RESOLUTION 2025-16**

## RESOLUTION DISSOLVING TAX INCREMENT DISTRICT NUMBER EIGHT - CITY OF DEADWOOD

WHEREAS, the City of Deadwood created Tax Increment District Number EIGHT on December 18, 2006; and

WHEREAS, there are no outstanding financial obligations which have resulted from either the creation or the existence of Tax Increment District Number EIGHT; and

WHEREAS, the City has determined that the adopted Project Plan for Tax Increment District Number EIGHT has been completed; and

WHEREAS, the Deadwood City Commission is authorized to dissolve this Tax Increment District pursuant to SDCL 11-9-46.

NOW, THEREFORE, BE IT RESOLVED by the City of Deadwood that Tax Increment District Number EIGHT be, and is hereby dissolved; and

BE IT FURTHER RESOLVED that any funds remaining in the Tax Increment District Number EIGHT Fund, pursuant to SDCL 11-9-31, be distributed in the manner provided by SDCL 11-9-45.

Dated this 7th day of July, 2025.

	DEADWOOD CITY COMMISSION
	Charlie Struble-Mook, Mayor
ATTEST:	
	_
Jessicca McKeown, Finance Officer	

# OFFICE OF PLANNING, ZONING AND HISTORIC PRESERVATION

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



# Kevin Kuchenbecker Planning, Zoning and Historic Preservation Officer

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

## BOARD OF ADJUSTMENT STAFF REPORT REQUEST FOR VARIANCE

### **Staff Report**

**Date:** July 7, 2025

**To:** Board of Adjustment **From:** Kevin Kuchenbecker

Planning, Zoning & Historic Preservation Officer

**RE:** Request for Variance

**APPLICANT(S):** Sara Hyser

**PURPOSE:** Request for Variance

**ADDRESS:** 125A Mystery Wagon Road

**LEGAL DESCRIPTION:** Lot 14A, Block 4A of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood formerly Lot 14, Block 4A 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.

**FILE STATUS:** All legal obligations have been completed.

**ZONE:** R2 – Multi-Family Residential

#### **STAFF FINDINGS:**

Surrounding Zoning:	Surroundin	ng Land	<u>Uses:</u>
<del> </del>	·		

North: R2 – Multi-Family Residential Residences
South: R2 – Multi-Family Residential Undeveloped
East: R2 – Multi-Family Residential Residences
West: R1 – Residential Undeveloped

#### SUMMARY OF REQUEST

The applicant has applied for a variance to Ordinance Chapter 17.28.040 (B) – Area and Bulk Requirements (Minimum front yard, principal buildings and uses: twenty (20) feet), and Chapter 17.28.040 (C) – Area and Bulk Requirements (Minimum side yard, principal buildings and uses: five (5) feet).

#### **FACTUAL INFORMATION**

- 1. The property is currently zoned R2 Multi-Family Residential.
- 2. The property is not located within a flood zone.
- 3. The area is characterized by a mixture of duplexes and single-family homes.

#### STAFF DISCUSSION

The applicants have submitted a Request for a Variance to Ordinance 17.28.040 (B) – Area and Bulk Requirements. (Minimum front yard, principal buildings and uses: twenty (20) feet) and Ordinance17.28.040 (C) – Area and Bulk Requirements (Minimum side yard, principal buildings and uses: five (5) feet). According to the application, a balcony is to be built above the garage. The balcony will extend five (5) feet into the front yard setback area and three (3) feet into the side yard setback area.

#### **COMPLIANCE:**

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

#### GENERAL USE STANDARDS FOR VARIANCE REQUESTS:

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

1. A variance may be appropriate where, by reason of exceptional narrowness, shallowness, or shape or by reason of other exceptional

topographic conditions or other extraordinary conditions on a piece of property, the strict application of any regulation enacted under this title would result in peculiar, exceptional, and undue hardship on the owner of such property. The aforesaid circumstances or conditions shall be set forth in the findings of the board.

The front yard of 125A Mystery Wagon Road measures approximately 36 feet in width by 16+/- feet in length. The length of the driveway is less than the twenty (20) foot setback required in 17.28.040 (B) due to an administrative variance provided at the time of construction of the home. A balcony is desired by the property owner and will be placed over the garage. French doors will lead from the home to the balcony.

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

The subject property is in Zoning District R2 – Multi-Family Residential, and decks attached to homes are allowed within this zone.

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

The proposed balconies will measure five (5) feet in depth and eighteen (18) feet in width. Because the depth of the front yard/driveway is less than twenty (20) feet, the deck measuring five (5) feet in depth will encroach into the required setback area. In addition, the eighteen (18) feet width of the deck will encroach on the setback of five (5) feet for an interior lot line. Because the two balconies will only be a few feet from each other, fire resistant materials will need to be used in the construction of the balconies.

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

The granting of this variance is not anticipated to be injurious and/or detrimental to the public welfare. It is required that the property owner utilize fire resistant materials in the construction of the balconies.

5. There must be proof of practical difficulty, which may be based upon sufficiently documented economic factors, but such proof shall not be based solely upon or limited to such economic factors. Furthermore, the hardship complained of cannot be self-created, nor can it be established on this basis by one who purchases with or without knowledge of the restrictions; it must result from the application of this title; it must be

suffered directly by the property in question; and evidence of variance granted under similar circumstances shall not be considered.

The current configuration of the duplex does not allow the front of the home to be utilized as livable outdoor space due to the nature of the design. A balcony would allow the owner to further utilize the outdoor space and take advantage of the views.

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

The proposed variance will not impair light and air to adjacent properties, nor will it increase the congestion in the public streets. Because the two balconies will only be a few feet from each other, fire resistant materials will need to be used in the construction of the balconies

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

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

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

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

#### CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:

- 1. A variance shall be null and void two (2) years from the date it is granted unless completion or substantial construction has taken place. The Board of Adjustment may extend the variance for an additional period not to exceed one year upon the receipt of a written request from the applicant demonstrating good cause for the delay.
- 2. If upon review by the Zoning Administrator, a violation of any condition imposed on the approval of a variance is found, the Administrator shall inform the applicant by registered mail of the violation and shall require compliance within sixty (60) days, or the Administrator will take action to revoke the permit. The Administrator's letter, constituting notice of intent to revoke the variance may be appealed to the Board of Adjustment within

thirty (30) days of its mailing. The Board of Adjustment shall consider the appeal and may affirm, reverse, or modify the administrators notice of intent to revoke. The applicant must comply with the Board of Adjustment's order on appeal of notice of intent to revoke variance within thirty (30) days of the board's decision.

If approved, staff recommendations for stipulation(s):

- 1. Fire Department to inspect the balcony to ensure it meets applicable fire codes.
- 2. Building Inspector to inspect the balcony to ensure it meets applicable building codes.

#### **ACTION REQUIRED:**

1. Approval/Denial by Deadwood Board of Adjustment (approved by Planning and Zoning Commission July 2, 2025).

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



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

Application No. \_\_\_\_\_

## **REQUEST FOR VARIANCE**

Application Fee: \$200.00

Applicants: Please read thoroughly prior to completing this form. Only complete applications will be considered for review.
Name of Petitioner: Telephone:
Address:
Legal Description of Property: LOT 14A, Block 4A of Palisa Sels 32 TRack of Deadwood Stage RUN
Property Address: 1254 My Story Wagn RD Deadwood, SD Street Stree
Description of Request:
Build # 5x18 Balcony Arsove garage.
Appeal from Section:
Signature of Applicant: SHYSER Date: 6/13/2025
Signature of Property Owner: Styles Date: 4/13/2025
Fee: \$ Paid On Receipt Number
Legal Notice Published Date: Hearing Date:
PLANNING AND ZONING ADMINISTRATOR:  Approved/D8-7 Administrator: Voc. No. Signature: Date:
Approved/P&Z Administrator: Yes No Signature: Date:  PLANNING AND ZONING COMMISSION:
Approved/P&Z Commission: Yes No Date:
DEADWOOD BOARD OF ADJUSTMENT:
Approved/City Commission: Yes No Date:

Date: 5/15/2025 - 2:01 PM Design ID: 306458150284

Estimate ID: 14092

Estimated Price: \$5,341.11

\*Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.



How to recall and purchase your design at home:



1. On Menards.com, enter "Design & Buy" in the search bar

OR 2. Select the Deck Designer
3. Recall your design by entering Design ID: 306458150284

4. Follow the on-screen purchasing instructions

How to purchase your design at the store:

1. Enter Design ID: 306458150284 at the Design-It Center Kiosk in the Building Materials Department

2. Follow the on-screen purchasing instructions

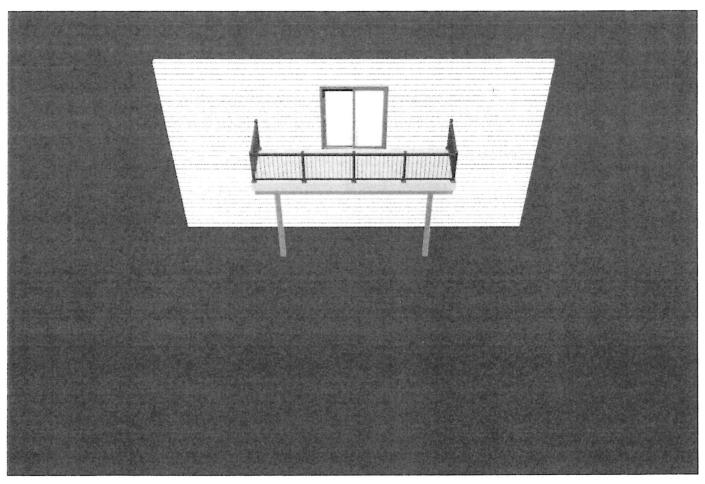


Illustration intended to show general deck size and shape. Some options may not be shown for picture clarity.

Layout dimension sheets are intended as a construction aid. Not all options selected are shown.

Final design should be performed by a registered professional engineer to ensure all applicable building codes and regulations are met.

This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE CUSTOMER WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form. other than price, has been provided by the customer. Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully, MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE CUSTOMER, BECAUSE OF THE WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS

For other design systems search "Design & Buy" on Menards.com

Section 10 Item a.

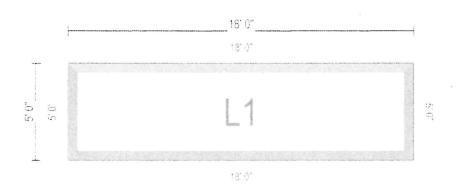
Date: 5/15/2025 - 2:01 PM Design ID: 306458150284

Estimate ID: 14092

Estimated Price: \$5,341.11

\*Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.





#### Deck Side Color Legend

Open Side/No Railing	Railing
Unattached Walls	Attached Walls



DXD

SHEET TITLE: SITE PLAN

DATE:

10-6-21 DRAWN BY: BRUCE DRAPEAUX

SHEET #

LOT 13 .349 AC. LOT 14 .349 AC. GENERAL NOTES BEGINNING ANY WORK AND NOTIFY THE OWNER OF ANY DISCREPANCIES.

SITE PLAN

SCALE: 1" = 20'

NOTE: ALL GRADING SHALL BE COORDINATED IN THE FIELD DURING CONSTRUCTION.

## SHEET INDEX

- #1 SITE PLAN
- FOUNDATION/BASEMENT PLAN
- MAIN LEVEL PLAN
- #4 ROOF PLAN
- #5 EXTERIOR ELEVATIONS
- BUILDING SECTIONS

- THE CONTRACTOR SHALL VERIFY ALL DIMENSION AND CONDITIONS PRIOR TO
- WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. DO NOT SCALE DRAWINGS.
- THE BUILDER IS ADVISED TO VERIFY ALL MANUFACTURED PRODUCTS FOR AVAILABILITY BEFORE PROCEEDING W/ PROJECT, ESPECIALLY THOSE ITEMS AFFECTING ROUGH OPENING
- ALL MANUFACTURED ITEMS SHALL BE INSTALLED IN CONFORMANCE WITH MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS.
- BUILDER SHALL BE RESPONSIBLE FOR CONSTRUCTION METHODS. PROCEDURES AND CONDITIONS EXCEPT AS SPECIFICALLY INDICATED OTHERWISE, IN CONTRACT DOCUMENTS.
- GENERAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING POSITIVE DRAINAGE AMAY FROM HOUSE.
- OWNER IS RESPONSIBLE FOR DRAINAGE TO PROPERTY LINE.
- KEEP SITE COPY OF PLAN SET ON JOB SITE.
- CALL FOR ALL SCHEDULED INSPECTIONS, WITH 4 HOURS NOTICE.
- GENERAL CONTRACTOR TO PROVIDE A DUMPSITE FOR CONSTRUCTION WASTE
- GENERAL CONTRACTOR TO PROVIDE SANITATION FACILITIES FOR MORKERS.
- POST BUILDING PERMIT ON JOB SITE.
- UTILITIES FROM STREET TO BUILDING WILL BE FIELD COORDINATED.
- COORDINATE GUTTER & DOWNSPOUT LOCATIONS SO THAT WATER DRAINS AWAY FROM HOUSE.
- THE PURCHASER AND OR BUILDER OF THIS PLAN RELEASES BRUCE DRAPEAUX AND "PLANS IN ACTION DRAFTING & DESIGN" FROM ANY CLAIMS OR LAWSUITS THAT MAY OCCUR DURING THE CONSTRUCTION PROCESS.



Map showing location of 125A Mystery Wagon Road



## OFFICE OF PLANNING, ZONING AND HISTORIC PRESERVATION

108 Sherman Street Telephone (605) 578-2082 Fax (605) 722-0786



#### Kevin Kuchenbecker Planning, Zoning and Historic Preservation Officer Telephone (605) 578-2082

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

#### **Public Notification**

Date: June 16, 2025

To: Deadwood Property Owner/Resident

From: Kevin Kuchenbecker

Planning, Zoning & Historic Preservation Officer

RE: Request for Variance

**NOTICE IS HEREBY GIVEN,** that the following person(s) has submitted to the City of Deadwood Planning and Zoning Office a Request for Variance to Ordinance Chapter 17.28.040 (B) – Front Yard Requirements and Ordinance Chapter 17.28.040 (C) – Side Yard Requirements.

**APPLICANT(S):** Sara Hyser

**LEGAL DESCRIPTION:** Lot 14A, Block 4A of Palisades Tract of Deadwood Stage

Run Addition to the City of Deadwood formerly Lot 14, Block 4A 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.

**ADDRESS:** 125A Mystery Wagon Road

**NOTICE IS FURTHER GIVEN** that said application will be heard by the Planning and Zoning Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held Wednesday, July 2, 2025, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, at 4:00 p.m. or soon thereafter as the matter at which time and place any such person interested may appear and show cause, if there be any, why such special exception should not be granted. A public hearing will also be held by the Deadwood City Commission at 5:00 p.m. on Monday, July 7, 2025, at the same location.

**NOTICE IS FURTHER GIVEN,** that the proposed Request for a Variance is on file and available for public examination at the Deadwood Planning and Zoning Office located at 108 Sherman Street, Deadwood, South Dakota.

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

The purpose of this mailed notice is to reasonably inform the surrounding property owners of the application for a Request for Variance and to inform you of the type of variance being requested.

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

## NOTICE OF PUBLIC HEARING BEFORE THE DEADWOOD PLANNING & ZONING COMMISSION

City of Deadwood Planning & Zoning Commission Deadwood, South Dakota 57732

**NOTICE IS HEREBY GIVEN,** that the following person(s) has applied to the City of Deadwood Planning and Zoning Office for a Variance to Ordinance Chapter 17.28.040 (B) — Front Yard Requirements and Ordinance Chapter 17.28.040 (C) — Side Yard Requirements.

**APPLICANTS:** Sara Hyser

**LEGAL DESCRIPTION:** Lot 14A, Block 4A of Palisades Tract of Deadwood Stage Run

addition to the City of Deadwood formerly Lot 14, Block 4A 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.

**ADDRESS:** 125A Mystery Wagon Road **ZONE:** R2 – Multi-Family Residential

**NOTICE IS FURTHER GIVEN** that said application will be heard by the Planning & Zoning Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held Wednesday, July 2, 2025, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 4:00 p.m. or soon thereafter as the matter at which time and place any such person interested may appear and show cause if there be any, why such special exception should not be granted.

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

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

Dated this 13<sup>th</sup> day of June 2025.

City of Deadwood, Lawrence County, South Dakota

Kevin Kuchenbecker

Planning, Zoning and Historic Preservation Officer

**PUBLISH:** Black Hills Pioneer:

Published once at the total approximate cost of \$

# OFFICE OF PLANNING, ZONING AND HISTORIC PRESERVATION

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



# Kevin Kuchenbecker Planning, Zoning and Historic Preservation Officer

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

## BOARD OF ADJUSTMENT STAFF REPORT REQUEST FOR VARIANCE

### **Staff Report**

**Date:** July 7, 2025

**To:** Board of Adjustment **From:** Kevin Kuchenbecker

Planning, Zoning & Historic Preservation Officer

**RE:** Request for Variance

**APPLICANT(S):** Dion Friedt

**PURPOSE:** Request for Variance

**ADDRESS:** 125B Mystery Wagon Road

**LEGAL DESCRIPTION:** Lot 14B, Block 4A of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood formerly Lot 14, Block 4A 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.

**FILE STATUS:** All legal obligations have been completed.

**ZONE:** R2 – Multi-Family Residential

#### **STAFF FINDINGS:**

Surrounding Zoning:	Surroundin	ng Land	<u>Uses:</u>
<del> </del>	·		

North: R2 – Multi-Family Residential Residences
South: R2 – Multi-Family Residential Undeveloped
East: R2 – Multi-Family Residential Residences
West: R1 – Residential Undeveloped

#### SUMMARY OF REQUEST

The applicant has applied for a variance to Ordinance Chapter 17.28.040 (B) – Area and Bulk Requirements (Minimum front yard, principal buildings and uses: twenty (20) feet), and Chapter 17.28.040 (C) – Area and Bulk Requirements (Minimum side yard, principal buildings and uses: five (5) feet).

#### **FACTUAL INFORMATION**

- 1. The property is currently zoned R2 Multi-Family Residential.
- 2. The property is not located within a flood zone.
- 3. The area is characterized by a mixture of duplexes and single-family homes.

#### STAFF DISCUSSION

The applicants have submitted a Request for a Variance to Ordinance 17.28.040 (B) – Area and Bulk Requirements. (Minimum front yard, principal buildings and uses: twenty (20) feet) and Ordinance17.28.040 (C) – Area and Bulk Requirements (Minimum side yard, principal buildings and uses: five (5) feet). According to the application, a balcony is to be built above the garage. The balcony will extend five (5) feet into the front yard setback area and three (3) feet into the side yard setback area.

#### **COMPLIANCE:**

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

#### GENERAL USE STANDARDS FOR VARIANCE REQUESTS:

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

1. A variance may be appropriate where, by reason of exceptional narrowness, shallowness, or shape or by reason of other exceptional

topographic conditions or other extraordinary conditions on a piece of property, the strict application of any regulation enacted under this title would result in peculiar, exceptional, and undue hardship on the owner of such property. The aforesaid circumstances or conditions shall be set forth in the findings of the board.

The front yard of 125A Mystery Wagon Road measures approximately 36 feet in width by 16 +/- feet in length. The length of the driveway is less than the twenty (20) foot setback required in 17.28.040 (B) due to an administrative variance provided at the time of construction of the home. A balcony is desired by the property owner and will be placed over the garage. French doors will lead from the home to the balcony.

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

The subject property is in Zoning District R2 – Multi-Family Residential, and decks attached to homes are allowed within this zone.

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

The proposed balconies will measure five (5) feet in depth and eighteen (18) feet in width. Because the depth of the front yard/driveway is less than twenty (20) feet, the deck measuring five (5) feet in depth will encroach into the required setback area. In addition, the eighteen (18) feet width of the deck will encroach on the setback of five (5) feet for an interior lot line. Because the two balconies will only be a few feet from each other, fire resistant materials will need to be used in the construction of the balconies.

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

The granting of this variance is not anticipated to be injurious and/or detrimental to the public welfare. It is required that the property owner utilize fire resistant materials in the construction of the balconies.

5. There must be proof of practical difficulty, which may be based upon sufficiently documented economic factors, but such proof shall not be based solely upon or limited to such economic factors. Furthermore, the hardship complained of cannot be self-created, nor can it be established on this basis by one who purchases with or without knowledge of the restrictions; it must result from the application of this title; it must be

suffered directly by the property in question; and evidence of variance granted under similar circumstances shall not be considered.

The current configuration of the duplex does not allow the front of the home to be utilized as livable outdoor space due to the nature of the design. A balcony would allow the owner to further utilize the outdoor space and take advantage of the views.

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

The proposed variance will not impair light and air to adjacent properties, nor will it increase the congestion in the public streets. Because the two balconies will only be a few feet from each other, fire resistant materials will need to be used in the construction of the balconies

- 7. A fee, as adopted by resolutions, due and payable prior to the public hearing, shall be paid to the zoning administrator as agent for the board to cover the costs of notices and other expenses incidental to the hearing.
  - The applicant paid an application fee at the time the Request for Variance was submitted to the Zoning Administrator.
- 8. The applicant has proven that he or she is the owner of the property or is his or her officially designated agent and has presented proof thereof.

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

#### CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:

- 1. A variance shall be null and void two (2) years from the date it is granted unless completion or substantial construction has taken place. The Board of Adjustment may extend the variance for an additional period not to exceed one year upon the receipt of a written request from the applicant demonstrating good cause for the delay.
- 2. If upon review by the Zoning Administrator, a violation of any condition imposed on the approval of a variance is found, the Administrator shall inform the applicant by registered mail of the violation and shall require compliance within sixty (60) days, or the Administrator will take action to revoke the permit. The Administrator's letter, constituting notice of intent to revoke the variance may be appealed to the Board of Adjustment within

Section 10 Item b.

Request for Variance 125B Mystery Wagon Road July 7, 2025

thirty (30) days of its mailing. The Board of Adjustment shall consider the appeal and may affirm, reverse, or modify the administrators notice of intent to revoke. The applicant must comply with the Board of Adjustment's order on appeal of notice of intent to revoke variance within thirty (30) days of the board's decision.

If approved, staff recommendations for stipulation(s):

- 1. Fire Department to inspect the balcony to ensure it meets applicable fire codes.
- 2. Building Inspector to inspect the balcony to ensure it meets applicable building codes.

#### **ACTION REQUIRED:**

1. Approval/Denial by Deadwood Board of Adjustment (approved by Planning and Zoning Commission July 2, 2025).

Section 10 Item b.

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



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

Application	No.	
-------------	-----	--

# **REQUEST FOR VARIANCE**

Application Fee: \$200.00

<b>Applicants</b> : Please read thoroughly prior to completing this form. Only complete applications will be considered to review.
Name of Petitioner: Dian Friedt Telephone:
Address:
Street City State Zip
Legal Description of Property:
Property Address: 125-B Mystery Wag Rd, Decaused SD State Zip
Description of Request: Wasting a 5' + 18' Walk-out upper dech with
Description of Request: Washing a 5' + 18' Walk-out upper deck with French doors also for a additional Fire escape from Top leve
Appeal from Section:
Signature of Applicant: Date: 6 - 13- 25
Signature of Property Owner: Date: 6-/3- 25
Fee: \$ 200 · Paid On 0/12/25 Receipt Number 201025
Legal Notice Published Date: Hearing Date:
PLANNING AND ZONING ADMINISTRATOR:
Approved/P&Z Administrator: Yes No Signature: Date:
PLANNING AND ZONING COMMISSION:
Approved/P&Z Commission: Yes No Date:
DEADWOOD BOARD OF ADJUSTMENT:
Approved/City Commission: Yes No Date:
Reason for Denial (if necessary):

Date: 5/15/2025 - 2:01 PM Design ID: 306458150284

Estimate ID: 14092

Estimated Price: \$5,341.11

\*Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.



How to recall and purchase your design at home:



1. On Menards.com, enter "Design & Buy" in the search bar

OR 2. Select the Deck Designer
3. Recall your design by entering Design ID: 306458150284

4. Follow the on-screen purchasing instructions

How to purchase your design at the store:

1. Enter Design ID: 306458150284 at the Design-It Center Kiosk in the Building Materials Department

2. Follow the on-screen purchasing instructions

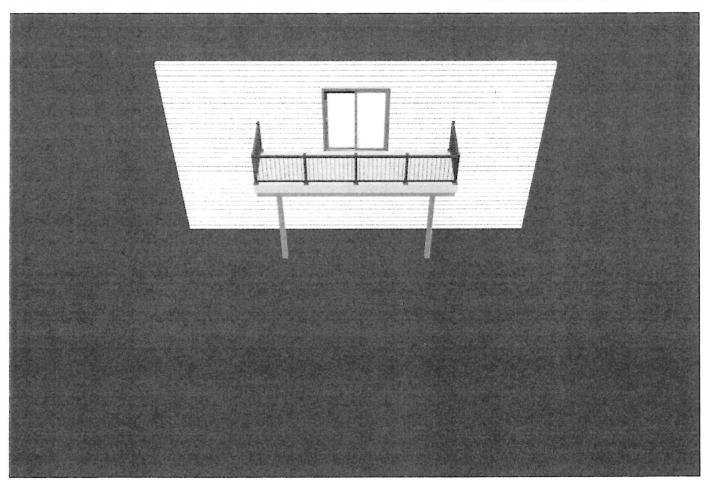


Illustration intended to show general deck size and shape. Some options may not be shown for picture clarity. Layout dimension sheets are intended as a construction aid. Not all options selected are shown.

Final design should be performed by a registered professional engineer to ensure all applicable building codes and regulations are met.

This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE CUSTOMER WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form. other than price, has been provided by the customer. Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully, MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE CUSTOMER, BECAUSE OF THE WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS

For other design systems search "Design & Buy" on Menards.com

Section 10 Item b.

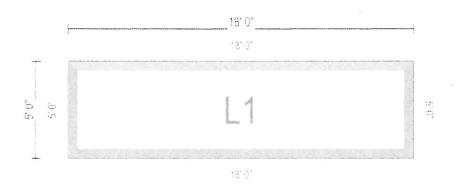
Date: 5/15/2025 - 2:01 PM Design ID: 306458150284

Estimate ID: 14092

Estimated Price: \$5,341.11

\*Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.





# Deck Side Color Legend

Open Side/No Railing	Railing
Unattached Walls	Attached Walls

DRAWN BY: BRUCE DRAPEAUX

SHEET #

LOT 13 .349 AC. LOT 14 .349 AC. GENERAL NOTES

SITE PLAN

SCALE: 1" = 20'

NOTE: ALL GRADING SHALL BE COORDINATED IN THE FIELD DURING CONSTRUCTION.

# SHEET INDEX

- #1 SITE PLAN
- FOUNDATION/BASEMENT PLAN
- MAIN LEVEL PLAN
- #4 ROOF PLAN
- #5 EXTERIOR ELEVATIONS
- BUILDING SECTIONS

- THE CONTRACTOR SHALL VERIFY ALL DIMENSION AND CONDITIONS PRIOR TO BEGINNING ANY WORK AND NOTIFY THE OWNER OF ANY DISCREPANCIES.
- WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. DO NOT SCALE DRAWINGS.
- THE BUILDER IS ADVISED TO VERIFY ALL MANUFACTURED PRODUCTS FOR AVAILABILITY BEFORE PROCEEDING M/ PROJECT, ESPECIALLY THOSE ITEMS AFFECTING ROUGH OPENING
- ALL MANUFACTURED ITEMS SHALL BE INSTALLED IN CONFORMANCE WITH MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS.
- BUILDER SHALL BE RESPONSIBLE FOR CONSTRUCTION METHODS. PROCEDURES AND CONDITIONS EXCEPT AS SPECIFICALLY INDICATED OTHERWISE, IN CONTRACT DOCUMENTS.
- GENERAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING POSITIVE DRAINAGE AMAY FROM HOUSE.
- OWNER IS RESPONSIBLE FOR DRAINAGE TO PROPERTY LINE.
- KEEP SITE COPY OF PLAN SET ON JOB SITE.
- CALL FOR ALL SCHEDULED INSPECTIONS, WITH 4 HOURS NOTICE.
- GENERAL CONTRACTOR TO PROVIDE A DUMPSITE FOR CONSTRUCTION WASTE
- GENERAL CONTRACTOR TO PROVIDE SANITATION FACILITIES FOR MORKERS.
- POST BUILDING PERMIT ON JOB SITE.
- UTILITIES FROM STREET TO BUILDING WILL BE FIELD COORDINATED.
- COORDINATE GUTTER & DOWNSPOUT LOCATIONS SO THAT WATER DRAINS AWAY FROM HOUSE.
- THE PURCHASER AND OR BUILDER OF THIS PLAN RELEASES BRUCE DRAPEAUX AND "PLANS IN ACTION DRAFTING & DESIGN" FROM ANY CLAIMS OR LAWSUITS THAT MAY OCCUR DURING THE CONSTRUCTION PROCESS.

# NOTICE OF PUBLIC HEARING BEFORE THE DEADWOOD PLANNING & ZONING COMMISSION

City of Deadwood Planning & Zoning Commission Deadwood, South Dakota 57732

**NOTICE IS HEREBY GIVEN,** that the following person(s) has applied to the City of Deadwood Planning and Zoning Office for a Variance to Ordinance Chapter 17.28.040 (B) — Front Yard Requirements and Ordinance Chapter 17.28.040 (C) — Side Yard Requirements.

**APPLICANTS:** Dion Friedt

**LEGAL DESCRIPTION:** Lot 14B, Block 4A of Palisades Tract of Deadwood Stage Run

addition to the City of Deadwood formerly Lot 14, Block 4A 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.

**ADDRESS:** 125B Mystery Wagon Road **ZONE:** R2 – Multi-Family Residential

**NOTICE IS FURTHER GIVEN** that said application will be heard by the Planning & Zoning Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held Wednesday, July 2, 2025, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 4:00 p.m. or soon thereafter as the matter at which time and place any such person interested may appear and show cause if there be any, why such special exception should not be granted.

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

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

Dated this 13<sup>th</sup> day of June 2025.

City of Deadwood, Lawrence County, South Dakota

Kevin Kuchenbecker

Planning, Zoning and Historic Preservation Officer

**PUBLISH:** Black Hills Pioneer:

Published once at the total approximate cost of \$



Map showing location of 125B Mystery Wagon Road



# OFFICE OF **PLANNING, ZONING AND** HISTORIC PRESERVATION

108 Sherman Street Telephone (605) 578-2082 Fax (605) 722-0786



# Kevin Kuchenbecker Planning, Zoning and **Historic Preservation Officer** Telephone (605) 578-2082

kevin@cityofdeadwood.com

# **Public Notification**

June 16, 2025 Date:

To: Deadwood Property Owner/Resident

Kevin Kuchenbecker From:

Planning, Zoning & Historic Preservation Officer

RE: Request for Variance

**NOTICE IS HEREBY GIVEN,** that the following person(s) has submitted to the City of Deadwood Planning and Zoning Office a Request for Variance to Ordinance Chapter 17.28.040 (B) - Front Yard Requirements and Ordinance Chapter 17.28.040 (C) – Side Yard Requirements.

APPLICANT(S): Dion Friedt

**LEGAL DESCRIPTION:** Lot 14B, Block 4A of Palisades Tract of Deadwood Stage

Run Addition to the City of Deadwood formerly Lot 14, Block 4A 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.

ADDRESS: 125B Mystery Wagon Road

**NOTICE IS FURTHER GIVEN** that said application will be heard by the Planning and Zoning Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held Wednesday, July 2, 2025, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, at 4:00 p.m. or soon thereafter as the matter at which time and place any such person interested may appear and show cause, if there be any, why such special exception should not be granted. A public hearing will also be held by the Deadwood City Commission at 5:00 p.m. on Monday, July 7, 2025, at the same location.

**NOTICE IS FURTHER GIVEN,** that the proposed Request for a Variance is on file and available for public examination at the Deadwood Planning and Zoning Office located at 108 Sherman Street, Deadwood, South Dakota.

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

The purpose of this mailed notice is to reasonably inform the surrounding property owners of the application for a Request for Variance and to inform you of the type of variance being requested.

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

# OFFICE OF PLANNING, ZONING AND HISTORIC PRESERVATION

108 Sherman Street Telephone (605) 578-2082 Fax (605) 722-0786



# Kevin Kuchenbecker Planning, Zoning and Historic Preservation Officer

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

# BOARD OF ADJUSTMENT CONDITIONAL USE PERMIT – ANNUAL REVIEW

# **Staff Report**

**Date:** July 7, 2025

**From:** Kevin Kuchenbecker

Planning, Zoning & Historic Preservation Officer

**To:** Board of Adjustment

**RE:** Annual Review - Conditional Use Permit - Vacation Home

Establishment

**APPLICANT(S):** JVK-SD, LLC

**PURPOSE:** Annual Review – Conditional Use Permit – Vacation

Home Establishment

**ADDRESS:** 596 Main Street

Deadwood, Lawrence County, South Dakota

**LEGAL DESCRIPTION:** Lot 34 in Block 15, being a part of Mineral Lot 38, and

also known as Lot 4, in Block 7 of the City of

Deadwood, also known as 596 Main Street, Deadwood,

South Dakota.

**FILE STATUS:** Legal obligations are being met.

**ZONE:** C1 - Commercial

# **STAFF FINDINGS:**

Surrounding Zoning: Surrounding Land Uses:

North: C1 – Commercial Businesses
South: C1 – Commercial Businesses
East: C1 – Commercial Businesses
West: C1 - Commercial Businesses

# SUMMARY OF REQUEST

The Deadwood City Commission has directed the Planning and Zoning Commission to conduct annual reviews of all Conditional Use Permits in accordance with City of Deadwood Municipal Code 17.76.060. The applicant was issued a Conditional Use Permit on June 17, 2024, to operate a Vacation Home Establishment at 596 Main Street.

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

# **FACTUAL INFORMATION**

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

# STAFF DISCUSSION

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

# "Vacation Home Establishment" means:

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

# **COMPLIANCE:**

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

According to Deckard – Rentalscape the property was booked 140 nights in the past 12 months and is listed as a guest favorite on AirBnB with excellent reviews.

No complaints are on record for this establishment.

# GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS:

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

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

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

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

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

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

The Conditional Use has not resulted in a substantial or undue adverse effect on adjacent property, or the character of the neighborhood and the use has not altered the character of the neighborhood.

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

other governmental agency having jurisdiction to guide growth and development.

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

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

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

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

# CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:

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

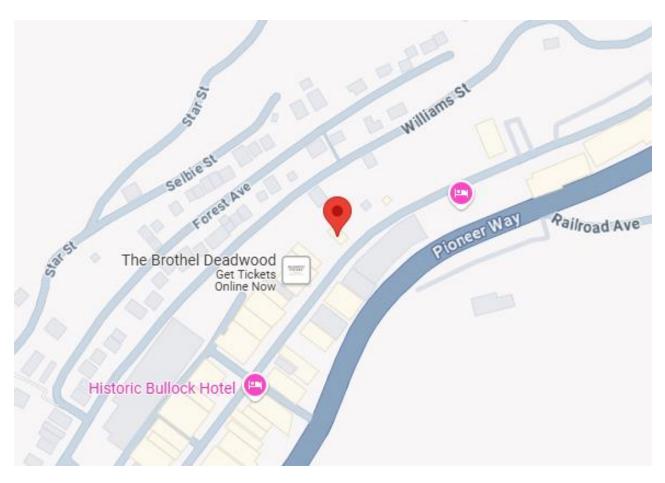
E. If the permitted use under the terms of a Conditional Use Permit ceases, for whatever reason, for a period of twelve (12) months, said permit shall expire and be canceled by the City Planning Department. Written notice thereof shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new Conditional Use Permit has been obtained.

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

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

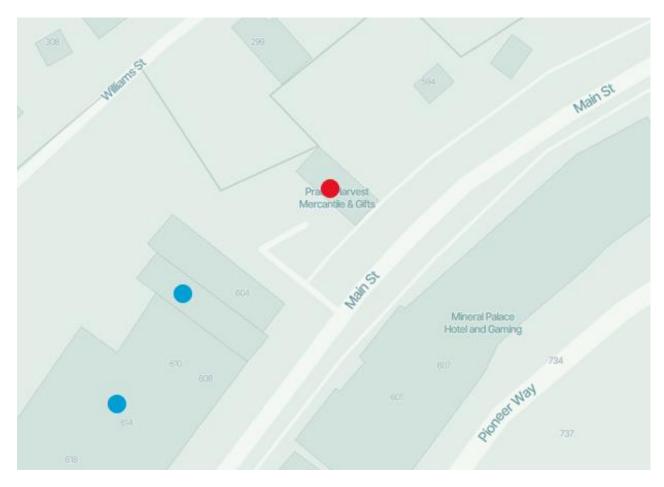
# ACTION REQUIRED FOR CONDITIONAL USE PERMIT:

1. Approval/Denial by Deadwood Board of Adjustment (approved by Planning and Zoning Commission June 18, 2025).



Map showing location of 596 Main Street





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





**Aerial photo of 596 Main Street** 







# Zoning map showing 771 Main Street, Deadwood, SD 57732

# Zoning Legend

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

# Aggies 1895 Saloon & Brothel Deadwood Main Street

♡ <u>Save</u>











# Entire rental unit in Deadwood, South Dakota

6 guests  $\cdot$  3 bedrooms  $\cdot$  3 beds  $\cdot$  1.5 baths

Guest 4.98 262 favorite \*\*\*\* Reviews



# Hosted by Robyn

Superhost · 9 years hosting



# Top 1% of homes

This home is one of the highest ranked based on ratings, reviews, and reliability.

Q

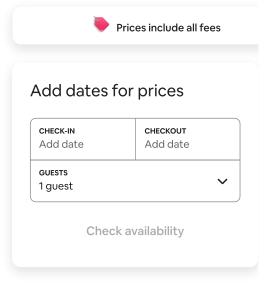
# Great check-in experience

Recent guests loved the smooth start to this stay.

0

#### Lots to do nearby

Guests say this area has plenty to explore.



Report this listing

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

•••

Show more

٧	۷h	at	th	is p	ola	ce	off	ers
---	----	----	----	------	-----	----	-----	-----

ρĮΦ

Kitchen



Wifi



Free parking on premises



TV with standard cable



Washer



Dryer



Air conditioning



Indoor fireplace



Hair dryer



Carbon monoxide alarm

Show all 18 amenities

# Select check-in date

Add your travel dates for exact pricing

<

S M T W T F S S M T W T F

Section 10 Item c.

May 2025 June 2025

1 2 3 1 2 3 4 5 6

:<u>::</u>::

CI

4.98

# **Guest favorite**

This home is in the **top 1%** of eligible listings based on ratings, reviews, and reliability

Overall rating	Cleanliness	Accuracy	Check-in	Communication	Location	Value
5	4.9	5.0	5.0	5.0	5.0	4.9
4 3 2 1	₹*	$\otimes$	Q	$\Box$		•>

Tina

Park City, Montana

# ★★★★ · 2 weeks ago · Group trip

A great little place to stay right downtown. Was able to walk everywhere with in a few minutes.

Host was great from the start and friendly with instructions. Made the process very easy for a first time user of an AirBnB

# **Show more**

# Lindsay

Littleton, Colorado

# $\star\star\star\star\star$ · 3 weeks ago · Group trip

Great place to stay with a lot to do all within walking distance! The place was so cozy and just as described. Perfect for a quick weekend away to celebrate milestone birthdays. Robyn was so helpful and responsive!

## **Show more**

# Jodi

North Platte, Nebraska

# ★★★★ · April 2025 · Stayed a few nights

This was my second stay here in the last month. The location is perfect for hanging out downtown Deadwood. Clean and comfortable. Look forward to our next stay.

#### Gunnar

Gering, Nebraska

5/23/25, 4:28 PM Aggies 1895 Saloon & Brothel Deadwood Main Street - Apartments for Rent in Deadwood, South Dakota, United

Section 10 Item c.

★★★★ · March 2025 · Group trip

Robyn is a very responsive host and the check in was super easy. The location is perfect if you are looking the be in walking distance of anything down town. We are looking forward to staying again!

# **Show more**

# Jennifer

Alliance, Nebraska

★★★★ · July 2024 · Stayed a few nights

This apartment was clean and had everything we needed. It truly felt like a home away from home. The location was great, allowing my family to walk everywhere. While the fridge initially didn't work, the renters accommodated and solved the issue for us. They were kind and responsive, making it a great place to rent.

# Show more

#### Diane

Chicago, Illinois

★★★★ · June 2024 · Stayed with kids

We absolutely loved our stay! The apartment had everything we needed and more for a family with young kiddos. The decor matched the vibe of Deadwood and the apartment was clean, well-stocked and in the most perfect location to enjoy all the offerings of Main St. Scott and Robyn were very communicative and easy to work with. 10/10!

# **Show more**

Show all 262 reviews

Learn how reviews work

# Where you'll be

Deadwood, South Dakota, United States

We verified that this listing's location is accurate. Learn more

# Neighborhood highlights

You are on Deadwood Main St.

Show more >

# Meet your host





Lives in Deadwood, South Dakota

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

# Robyn is a Superhost

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

# Host details

Response rate: 100% Responds within an hour

# Message host



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

# Things to know

# **ORDINANCE NUMBER 1425 SUPPLEMENTAL BUDGET APPROPRIATION #3 FOR 2025**

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

# **FUND 0101 GENERAL FUND**

Repairs \$3,067.33

Source of Revenue: Fund Cash Reserves

# **FUND 0607 HISTORIC CEMETERIES**

Repairs \$45,000.00 **Professional Services** \$20,000.00

Source of Revenue: Fund Cash Reserves

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

CITY OF DEADWOOD

Alea Struble-Mook. Mayor

ATTEST: Jessicca McKeown, Finance Officer

First Reading: June 16, 2025 Second Reading: July 7, 2025 July 10, 2025 Published: July 30, 2025 Adopted:

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



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

# **MEMORANDUM**

**Date:** July 2, 2025

**To:** Deadwood City Commission

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

**Re:** 85 Charles Street – Doors and Windows

The Deadwood Historic Preservation Office solicited several quotes for the exterior work at 85 Charles Street. Our office received two quotes (attached) from HGH Construction, Inc. and Stone Shield Construction for supplying and installing new windows and doors in preparation for siding and porch construction.

The apparent low quote for Sierra Pacific windows and doors along with the installation is HGH Construction in the amount \$76,153.28.

Staff has reviewed these quotes and recommends their approval.

# **RECOMMENDED MOTION:**

Move to approve hiring HGH Construction, LLC to supply and install new windows and doors at 85 Charles street for a cost not to exceed \$76,153.28 to be paid out of HP Capital Assets line item.

# 85 Charles Street Remove and Replace Windows and Doors



# **HGH Construction, llc**

PO Box 1213

Spearfish, SD 57783

Contact:

Quentin Geddes

Phone:

605-641-5808

Fax:

Quote To:

City Of Deadwood

Job Name:

85 Charles Street

Phone:

only of Beach

Date of Plans:

Revision Date:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	General Conditions	1.00	LS	12,149.54	12,149.54
2	Remove and Replace Windows and Doors	1.00	LS	64,003.74	64,003.74

# GRAND TOTAL \$76,153.28

# NOTES:

#### Proposal is for

- Removal of existing Windows and Doors
- Supply and install new Sierra Pacific windows and doors per plans
- Dumpsters for construction
- Temp Tolit

# Excludes

- At this time quote excludes any exterior grading/landscaping/concrete sidewalk. City of deadwood to determine if retaining wall will be needed.(can Provide quote at later date)
- city to supply compaction test before concrete piers are poured. (during site visit it was determined that soil was not compacted around the house from foundation work)
- patching of foundation that needs completed (can provide quote at later date)
- Roofing (can provide quote at later date)
- Any work in the interior of building

#### Notes

- If any sheathing or framing is determined to have rot on the exterior once existing siding is removed it will be addressed with a change order to the City.
- 6- 8 week lead time on windows, doors and siding

Section 10 Item e.

# Stone Shield Construction

709 Crook City Rd Whitewood,SD 57793

# **Estimate**

Date	Estimate #	-
6/19/2025	85 Charles	

Name / Address	
City of Deadwood Historic Preservation Office 108 Sherman Street Deadwood SD 57732	
	•

Project
Windows/Doors

Description	Qty	Rate	Total
Praming/Windows/Doors/Material Miscellaneous framing labor/window alteration Estimated Excise Tax	Qty	Rate 80,899.96 5,000.00 1,753.23	80,899.96
		Total	\$87,653.19



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

# **SALES QUOTE**

Sales Quote No: SQ139486

Revision Number: 0

Sales Quote Date: 07/02/25

Sell To:

City of Deadwood Cammie Schmidt 108 Sherman Street Deadwood, SD 57732 **Customer No:** C013197 Phone No: 605-578-2082

**Contact Name: Contact Phone No:** 

Terms: Pending Associate: Rebecca Day

Project Name: CITY OF DEADWOOD

Project Location State: SD

Ship To:

City of Deadwood 69 Seventy-Six Drive Deadwood, SD 57732 Ship Via: Contract Carrier

Prepaid **Ship Freight: Shipping Method: FOB Factory** 

30 days. This Quote is valid for \_

**Estimated Lead** Allow 7 to 9 (weeks) Time: for Production of your order.

All credit determinations are made by our Credit Department.

#### Comments:

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

**Total Price QTY** Model No. **Unit Cost** 21,330.00 15 RS-12 Concourse Series 36-Gallon Litter Receptacle 1,422.00 **RS-12 Components** 

Black Plastic Liner Black Tapered Formed Lid Lid - Black

Many Victor Stanley, Inc. products are covered by patents including but not limited to

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following: USA Patents D458.431 S; D441,932 S; D452,760 S; D450,166 S; D445,982 S; D483,538 S; D487,175 S; D487,537 S; D487,538 S; D445,238 S; D476,455 S; D476,454 S; D417,053; 6,339,944 B1; D385,231; 5,660,907; 5,791,047; D386,012; D376,937; D383,615,D376,271; D384,612; D523,263 S; D523,660 S; D558,960 S; D558,793 S; D582,169 S; D578,768 S; D579,684 S; D578,763 S; D582,169 S; D578,768 S; D578,763 S; D582,169 S; D586,144 S; D579,684 S; D578,783 S; D581,173 S; D581,188 S; D583,689 S; D572,27 S; D579,868 S; D542,993 S; D561,967 S; D595,918 S; D563,918 S; D542,993 S; D561,967 S; D595,918 S; D560,271 S; D579,868 S; D542,993 S; D561,967 S; D595,973 S; D560,182 S; D607,229 S; D609,33 S; D586,062 S; D61,263 S; D607,229 S; D609,33 S; D586,062 S; D61,263 S; D607,229 S; D609,33 S; D586,062 S; D61,263 S; D61,263 S; D607,229 S; D609,33 S; D586,062 S; D61,263 S; D61,



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

# **SALES QUOTE**

Sales Quote No: SQ139486

Revision Number: 0

Sales Quote Date: 07/02/25

Sell To:

City of Deadwood Cammie Schmidt 108 Sherman Street Deadwood, SD 57732 **Customer No:** C013197 Phone No: 605-578-2082

**Contact Name: Contact Phone No:** 

Terms: Pending Associate: Rebecca Day

Project Name: CITY OF DEADWOOD

Project Location State: SD

Ship To:

City of Deadwood 69 Seventy-Six Drive Deadwood, SD 57732 Ship Via: Contract Carrier

**Ship Freight:** Prepaid **Shipping Method: FOB Factory** 

30 days. This Quote is valid for \_

**Estimated Lead** Allow 7 to 9 (weeks) Time: for Production of your order.

All credit determinations are made by our Credit Department.

**QTY** Model No. Description **Unit Cost Total Price** 4,106.00 1 Freight 4.106.00

Many Victor Stanley, Inc. products are covered by patents including but not limited to Many 1992 Her following: USA 741,832 S; D452,760 S; D450,166 S; D445,982 S; D483,538 S; D450,166 S; D476,454 S; D417,053; D450,538 S; D45

USA Patents D458.431 %; D441,932 %; D445,780 %; D450,166 %; D445,982 %; D483,533 %; D447,177 %; D487,533 %; D487,238 %; D474,456 %; D476,464 %; D417,636 %; D487,436 %; D476,446 %; D417,636 %; D386,012; D376,937; D383,615,D376,271; D384,512; D522,263 %; D532,260 %; D526,805 %; D589,793 %; D582,169 %; D561,207 %; D579,648 %; D565,220 %; D579,766 %; D579,768 %; D583,209 %; D586,144 %; D579,684 %; D578,783 %; D581,173 %; D581,188 %; D568,888 %; D579,227 %; D579,864 %; D569,247 %; D569,

Sub-Total: 25,436.00 0.00 Tax:

25,436.00 Total: All figures are in US Dollars

Page: 2

#### STANDARD TERMS OF PRODUCTION

#### TAXES

Prices on the specified products are exclusive of all city, state and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. It is the responsibility of the purchaser to remit to the appropriate state or local authority all state sales tax not herein designated as well as the applicable use taxes, local taxes, permits and fees of any kind.

#### **REGULAR PAYMENT TERMS**

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

#### **CANCELLATION FEE**

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

#### **DFI IVFRY**

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

#### INTEREST

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

#### ATTORNEYS' FEES

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

#### **DELAYS**

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

### **NONCONFORMITY**

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

#### LIMITED WARRANTY

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

#### **CONDITIONS**

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

#### **CONTROLLING PROVISIONS**

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

#### **CONTROLLING LAW AND VENUE**

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

#### SHIPPING CLAIMS

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



PO Box 166 Fargo, North Dakota 58107-0166

# Invoice

# 93382

Balance Due \$342,440.00

Bill To

Deadwood, City of

102 SHERMAN ST

DEADWOOD, SD 57732

Ship To

67 Dunlop Ave Deadwood, SD 57732 Invoice Date:

Jun 23, 2025

Terms:

Net 30

Due Date:

Jul 23, 2025

Delivery / Pick-Up:

Delivery

Item & Description	SN	VIN	Qty	Rate	Amount
Vactor Impact	25-06V- 23648		1.00 Each	342,440.00	342,440.00
Freightliner M2-106		3ALACWF E2SDWD 1229	1.00 Each	0.00	0.00
				Sub Total	342,440.00
			Total		\$342,440.00
		E	Balance Due		\$342,440.00

### Notes

SALES TAX DISCLAIMER: Unless sales tax has been included on this invoice, Sanitation Products, Inc. is not required to, and does not, collect sales or use tax in the state to which the taxable property sold to this customer was delivered. Under the laws of these states, purchases are not tax-exempt merely because sales tax has not been collected. Unless specifically exempt by state law, sales and use tax is imposed and must be paid by the purchaser on the storage, use or other consumption of tangible personal property. The laws of these states require purchasers to review untaxed purchases and, if any tax is owed, file a return with the appropriate state agency and pay any use tax due. If sales tax has not been charged, please consult your State's Department of Revenue regarding whether and how to remit tax.

Authorized Signature	

Fargo, ND (701) 282.0296 - 1402 41<sup>st</sup> St. N Sioux Falls, SD (605) 332.2487 - 901 E48<sup>th</sup> St N. St. Cloud, MN - 1051 7th St. SE



July 1, 2025

City of Deadwood, South Dakota ATTN: Charlie Struble-Mook 102 Sherman St Deadwood, SD 57732

RE: Lease with Option to Purchase Agreement No. 40006092

Dear Ms. Struble-Mook:

Enclosed please find the following documentation for this lease:

- Lease with Option to Purchase Agreement No. 40006092
- Exhibit A Equipment Description
- Exhibit B Rental Payments
- Exhibit C Certificate of Acceptance
- Exhibit D Resolution
- Insurance Coverage Information

Please fill in the name and address of your insurance agent where indicated. It is important that you request a certificate of insurance be forwarded to our office just as soon as possible.

- Certificate of Incumbency
- 8038-G -- We will take care of filing this form with the IRS. Please sign both originals where indicated in **blue ink**.

Please sign and seal all documents where indicated and return all of the executed documents to my attention. You can reach me at (701) 639-7209 if you have any other questions pertaining to the documentation. Thank you.

Sincerely,

CapFirst Equipment Finance, Inc.

Andy Erickson Vice President

# LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40006092

Between

CapFirst Equipment Finance, Inc.

As Lessor

and

CITY OF DEADWOOD, SOUTH DAKOTA

As Lessee

Dated as of July 1, 2025

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of 7/1/2025 (the Lease), by and between CapFirst Equipment Finance, Inc., a corporation duly organized and existing under the laws of the state of North Dakota as lessor ("Lessor") whose address is 3266 Oak Ridge Loop E West Fargo, ND 58078; and City of Deadwood, South Dakota a political subdivision of the state of South Dakota as lessee ("Lessee"), whose address is 102 Sherman St, Deadwood, SD 57732;

#### WITNESSETH:

WHEREAS, Lessee is authorized by law to acquire such items of personal property as are needed to carry out its governmental functions, and to acquire such personal property by entering into lease with option to purchase agreements; and

WHEREAS, Lessee has determined that it is necessary for it to acquire under this Lease certain items of personal property described herein as Equipment; and

WHEREAS, Lessor is willing to acquire such items of Equipment and to lease them to Lessee pursuant to this Lease;

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

## ARTICLE I

# **DEFINITIONS AND EXHIBITS**

Section 1.1. <u>Definitions</u>. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

<u>Contractor</u>: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Equipment: The personal property described in the attached Exhibit A which is being leased with option to purchase by Lessee pursuant to this Lease.

<u>Fiscal Year</u>: The twelve month fiscal period of Lessee which commences on <u>January 1<sup>st</sup></u> in every year and ends on the following <u>December 31st</u>.

<u>Independent Counsel</u>: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

<u>Interest</u>: The portion of any Rental Payment designated as and comprising interest as shown in the attached Exhibit B.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to the Equipment, remaining after payment there from of all expenses incurred in the collection thereof.

Non-appropriation: The failure of City of Deadwood, South Dakota to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Lease, and from using any moneys to pay the Rental Payments due under this Lease for a designated Fiscal Year and all subsequent Fiscal Years.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's,

materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

Principal: The portion of any Rental Payment designated as principal in the attached Exhibit B.

<u>Purchase Option Price</u>: With respect to the Equipment, as of the Payment Dates specified in the attached Exhibit B, the amount so designated and set forth opposite each such date in the attached Exhibit B.

Rental Payment: The payment due from Lessee to Lessor on each Payment Date during the Term of this Lease, as shown on Exhibit B.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

State: The State of South Dakota.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Lease or Lease Term: The period during which this Lease is in effect as specified in Section 4.1.

Section 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A description of the Equipment being leased by Lessee pursuant to this Lease, including the serial number thereof which shall be inserted when available.

Exhibit B: A schedule indicating the date and amount of each Rental Payment coming due during the Lease Term, the amount of each Rental Payment comprising Principal and Interest, and the price at which Lessee may exercise its option to purchase Lessor's interest in the Equipment in accordance with Article X. The due date of each Rental Payment shall be inserted on Exhibit B by Lessor when available.

Exhibit C: A Certificate of Acceptance of Lessee indicating that the Equipment has been delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Rental Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

Exhibit D: A form of resolution of the governing body of Lessee relating to the Lease and certain federal tax matters.

### ARTICLE II

# REPRESENTATIONS, COVENANTS AND WARRANTIES

- Section 2.1. <u>Representations, Covenants and Warranties of Lessee</u>. Lessee represents, covenants and warrants as follows:
  - (a) Lessee is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.
  - (b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.
  - (c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

- (d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition of the Equipment by Lessee.
- (e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.
- (f) Lessee will use the Equipment during the Lease Term only to perform the essential governmental functions needed by City of Deadwood, South Dakota.
- (g) Lessee will take no action that would cause the Interest portion of the Rental Payments to become includible in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the Code) and Treasury Regulations promulgated thereunder (the Regulations), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includible in gross income of the recipient for federal income tax purposes under the Code and Regulations.
- (h) Upon delivery and installation of the Equipment, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.
- (i) Lessee will cause a resolution substantially in the form attached hereto as Exhibit D to be adopted by its governing body.
- (j) Lessee will submit to the Secretary of the Treasury an information reporting statement at the time and in the form required by the Code and the Regulations.
- Section 2.2. <u>Representations, Covenants and Warranties of Lessor</u>. Lessor represents, covenants and warrants as follows:
  - (a) Lessor is a corporation duly organized, existing and in good standing under and by virtue of the laws of the state of North Dakota, and is duly qualified and in good standing as a domestic corporation authorized to transact business in the State; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.
  - (b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment except Permitted Encumbrances.

#### ARTICLE III

### LEASE OF EQUIPMENT

- Section 3.1. <u>Lease</u>. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth in this Lease.
- Section 3.2. <u>Possession and Enjoyment</u>. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment, and Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so.

Section 3.3. <u>Lessor Access to Equipment</u>. The Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

#### ARTICLE IV

### TERM OF LEASE

Section 4.1. <u>Lease Term</u>. This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in Section 4.5.

Section 4.2. <u>Termination by Lessee</u>. In the sole event of Non-appropriation, Lessee shall have the right to terminate this Lease, in whole but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Section 4.4. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of termination not less than sixty (60) days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall convey to Lessor or release its interest in the Equipment within ten (10) days after the termination of this Lease.

Section 4.3. <u>Intent to Continue Lease Term; Appropriations</u>. Lessee presently intends to continue this Lease for its entire Term and to pay all Rental Payments specified in Exhibit B. The officer of Lessee responsible for preparation of Lessee's budget shall include in the budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and shall use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. <u>Effect of Termination</u>. Upon termination of this Lease as provided in Section 4.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and conveyed to Lessor or released its interest in the Equipment within ten (10) days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit B which are attributable to the number of days after such ten (10) day period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

- Section 4.5. <u>Termination of Lease Term</u>. The Term of this Lease will terminate upon the occurrence of the first of the following events:
  - (a) the termination thereof by Lessee in accordance with Section 4.2;
  - (b) the exercise by Lessee of its option to purchase Lessor's interest in the Equipment pursuant to Article X;
  - (c) a default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or
  - (d) the payment by Lessee of all Rental Payments and other amounts authorized or required to be paid by Lessee hereunder.

# ARTICLE V

#### RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its offices at the address specified in the first paragraph of this Lease, or to such other person or entity to which Lessor has assigned such Rental Payments as specified in Article XI, at such place as such assignee may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America, to Lessor or, in the event of assignment of the right to receive Rental Payments by Lessor, to its assignee. Interest shall accrue from the first day of the calendar month in which the Certificate of Acceptance is executed.

Section 5.2. <u>Current Expense</u>. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee in the annual budget and the proceeds or Net Proceeds of the Equipment, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. <u>Interest Component</u>. A portion of each Rental Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Rental Payment.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

#### ARTICLE VI

### INSURANCE AND NEGLIGENCE

Section 6.1. <u>Liability Insurance</u>. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. <u>Property Insurance</u>. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed and to pay the applicable Purchase Option Price of the Equipment. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3. <u>Worker's Compensation Insurance</u>. If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4. <u>Requirements For All Insurance</u>. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of

the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by Sections 6.1 and 6.2 shall name Lessee and Lessor as insured parties, and any insurance policy or rider required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5. <u>Lessee's Negligence</u>. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6. <u>Damage to or Destruction of Equipment</u>. If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practible after such event either: (i) replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement; or (ii) pay the applicable Purchase Option Price of the Equipment as set forth in Exhibit B. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment set forth in Exhibit B immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS **INCLUDING** WARRANTIES, **EXPRESS** OR IMPLIED, **WARRANTIES** MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created by or arising through Lessor.

## ARTICLE VII

## OTHER OBLIGATIONS OF LESSEE

Section 7.1. <u>Use; Permits</u>. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2. <u>Maintenance of Equipment by Lessee</u>. Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. <u>Taxes, Other Governmental Charges and Utility Charges</u>. Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation,

maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor.

Section 7.4. <u>Advances</u>. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

## ARTICLE VIII

### TITLE

Section 8.1. <u>Title</u>. During the Term of this Lease, and so long as Lessee is not in default under Article XII, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications to it shall be in Lessee. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (a) and (c), full and unencumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.3. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (b) and (d), Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof made pursuant to Section 8.5, in order to secure Lessee's payment of all Rental Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. If any portion of the Equipment shall constitute a vehicle, Lessor shall have authority, upon filing the manufacturer's certificate of origin for such Equipment, to require the notation of Lessor's security interest on any applicable records and the certificate of title for such Equipment. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3. <u>Liens</u>. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4. <u>Installation of Lessee's Equipment</u>. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. <u>Personal Property</u>. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

## ARTICLE IX

## WARRANTIES

Section 9.1. <u>Selection of Equipment</u>. The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2. <u>Installation and Maintenance of Equipment</u>. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. <u>Contractor's Warranties</u>. Lessor hereby assigns to Lessee for and during the Term of this Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. <u>Patent Infringement</u>. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment.

Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. <u>Disclaimer of Warranties</u>. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

### ARTICLE X

### OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price set forth in Exhibit B, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due (including the Rental Payment due on the Payment Date on which the option is to be exercised) and the applicable Purchase Option Price set forth in Exhibit B. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. <u>Release of Lessor's Interest</u>. Upon exercise of the purchase option by Lessee, Lessor shall convey or release to Lessee, all of its right, title and/or interest in and to the Equipment by delivering to Lessee such documents as Lessee deems necessary for this purpose.

#### ARTICLE XI

## ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Rental Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participations in its right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2. <u>Assignment and Subleasing by Lessee</u>. Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

- (i) This Lease and the obligation of Lessee to make Rental Payments hereunder, shall remain obligations of Lessee.
- (ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased.
- (iii) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

- (iv) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.
- (v) No sublease shall cause the Interest component of the Rental Payments due with respect to the Equipment to become includible in gross income of the recipient for federal income tax purposes.

Section 11.3. <u>Restriction on Mortgage or Sale of Equipment by Lessee</u>. Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove any Equipment not constituting a vehicle from its boundaries, without the written consent of Lessor. Lessee shall not, without the written permission of Lessor, store or house any Equipment constituting a vehicle outside the corporate boundaries of Lessee.

## ARTICLE XII

### **EVENTS OF DEFAULT AND REMEDIES**

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more of the following events:

- (i) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three (3) days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.
- (ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- (iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. <u>Remedies on Default</u>. Whenever any event of default referred to in Section 12.1 hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

- (i) Lessor, with or without terminating this Lease may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.
- (ii) Lessor, with or without terminating this Lease, may repossess the Equipment by giving Lessee written notice to deliver the Equipment to Lessor, whereupon Lessee shall do so in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit B (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year then in effect. If this Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the event of default is cured.
- (iii) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall within thirty (30) days thereafter use its best efforts to sell the Equipment or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable State laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment; (b) all expenses incurred in completing the sale; (c) the applicable Purchase Option Price of the Equipment; and (d) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any sale proceeds remaining after the requirements of Clauses (a), (b), (c) and (d) have been met may be retained by Lessor.
- (iv) If the proceeds of sale of the Equipment are not sufficient to pay the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect, Lessor may take any other remedy available at law or in equity to require Lessee to perform any of its obligations hereunder.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with Exhibit B, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (i) by delivering the Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (ii) by loading such portions of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. <u>No Remedy Exclusive</u>. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease (but not evidencing an action by a nondefaulting party against a defaulting party) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6. <u>Late Charge</u>. Whenever any event of default referred to in Section 12.1, Clause (i) hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge for each thirty (30) day period or part thereof during which such event of default occurs equal to four percent (4%) of the delinquent amount, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

### ARTICLE XIII

#### ADMINISTRATIVE PROVISIONS

- Section 13.1. <u>Notices</u>. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.
- Section 13.2. <u>Financial Information</u>. During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Lease as may be requested by Lessor or its assignee.
- Section 13.3. <u>Binding Effect</u>. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.
- Section 13.4. <u>Severability</u>. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- Section 13.5. <u>Amendments, Changes and Modifications</u>. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.
- Section 13.6. <u>Captions</u>. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses of this Lease.
- Section 13.7. <u>Further Assurances and Corrective Instruments</u>. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.
- Section 13.8. <u>Execution in Counterparts</u>. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- Section 13.9. <u>Applicable Law</u>. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

LESSOR: CAPFIRST EQUIPMENT FINANCE, INC.	LESSEE: City of Dead		
Ву:	By:		
Title:	Name/Title:	Charlie Struble-Mook / Mayor	
Date: _7/1/2025	Date:	7/1/2025	
	ATTEST:		
	Ву:		
	Name/Title:	Jessica McKeown / Finance Officer	

## EXHIBIT A

## **EQUIPMENT**

Lessee: City of Deadwood, South Dakota

102 Sherman St

Deadwood, South Dakota 57732

Date of Lease: 7/1/2025 Lease #: 40006092

The Equipment which is the subject of the attached Lease with Option to Purchase Agreement is as follows:

Location Site: 102 Sherman St Deadwood, South Dakota 57732

QTY.	SERIAL NO.	DESCRIPTION	
1	PY300488	2025 Caterpillar 938-14A Wheel Loader	

## Description of Financed Amount:

Cost of above Equipment	\$293,158.81
Cost of related charges:	
Transportation	
Physical Modifications (specify)	
Warranty	
Add: Sales or other tax, if applicable	
Less: Trade - In, if applicable	\$93,500.00
Down Payment	
Net Financed Amount:	\$199,658.81

## EXHIBIT B

## SCHEDULE OF RENTAL PAYMENTS

Lessee: City of Deadwood, South Dakota

102 Sherman St

Deadwood, South Dakota 57732

Date of Lease: 7/1/2025 Lease #: 40006092

Annual Percentage Rate: 5.79%

## **RENTAL PAYMENTS**

Rental Payment Date	Rental Payment	Interest	Principal	Purchase Option Price*
7/1/2026	\$35,667.52	\$11,560.25	\$24,107.27	\$175,552.00
7/1/2027	\$35,667.52	\$10,164.43	\$25,503.09	\$150,048.00
7/1/2028 7/1/2029	\$35,667.52 \$35,667.52	\$8,687.81 \$7,125.68	\$26,979.71 \$28,541.84	\$123,069.00 \$94,527.00
7/1/2039	\$100,000.00	\$5,473.10	\$94,526.90	\$0.00

<sup>\*</sup>After payment of Rental Payment due on such date.

### **EXHIBIT C**

## CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting Mayor of the City of Deadwood, South Dakota (Lessee); and, with respect to the Lease with Option to Purchase Agreement dated July 1, 2025 (Lease), by and between Lessee and CapFirst Equipment Finance, Inc. (Lessor), that:

- 1. The equipment described in the Lease (the Equipment) has been delivered and installed in accordance with Lessee's Specifications (as that term is defined in the Lease) and has been accepted by Lessee.
- 2. The rental payments provided for on Exhibit B to the Lease (the Rental Payments) shall commence and be due and payable on 7/1/2026 and continue thereafter, on the dates and in the amounts shown on Exhibit B to the Lease.
- 3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.
- 4. Lessee has obtained from a reputable insurance company qualified to do business in the state of South Dakota insurance with respect to, all risks required to be covered thereby pursuant to Article VI of the Lease.
- 5. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
- 6. During the Lease Term (as defined in the Lease) the Equipment will be used by Lessee to perform essential governmental functions.
- 7. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Dated: July 1, 2025

## City of Deadwood, South Dakota

	Ву:		
		Charlie Struble-Mook / Mayor	
ATTEST:			
By:			
Name/Title:	Jessica McKeown / Finance Officer		

### **EXHIBIT D**

## RESOLUTION RELATING TO LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40006092

BE IT RESOLVED by the governing body of the City of Deadwood, South Dakota (the Issuer), as

Section 1. Recitals and Authorization. The Issuer, as lessee, has heretofore entered into a Lease with Option to Purchase Agreement No. 40006092 dated as of 7/1/2025 (the Lease), with CapFirst Equipment Finance, Inc., as lessor. It is hereby determined that it is necessary and desirable and in the best interests of the Issuer to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease by the Issuer are hereby approved, ratified and confirmed.

follows:

Section 2. <u>Designation as Qualified Tax-Exempt Obligation</u>. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 (the Code), the Issuer hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Issuer hereby represents that the Issuer will not designate more than \$10,000,000 of obligations issued by the Issuer in the calendar year during which the Lease is executed and delivered as such "qualified tax-exempt obligations."

Section 3. <u>Issuance Limitation</u>. In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Issuer hereby represents that the Issuer (including all "subordinate entities" of the Issuer within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

## City of Deadwood, South Dakota

	Ву:		
	Name/Title:	Charlie Struble-Mook / Mayor	
ATTEST:			
By:			
Name/Title	Jessica McKeown / Finance Officer		

## INSURANCE COVERAGE REQUIREMENT

Your lease with CAPFIRST EQUIPMENT FINANCE, INC. requires you to maintain certain insurance coverage. In order to assist you with obtaining coverage from your insurance company, please provide us with the following agent information, as well as provide your insurance company with the requirements as shown below:

INSURANCE AGENT DATA:	
NAME OF INSURANCE AGENT:	
ADDRESS:	
PHONE #:CON	TACT PERSON:
Named Insured / Lessee:	City of Deadwood, South Dakota
Lease with Option to Purchase Agreement No.:	40006092
Coverage: All Risk Personal Property and/or EDP, if applicable	Certificate Holders: Loss Payee(s) As Their Interests May Appear:  CapFirst Equipment Finance, Inc., and/or its assigns 3266 Oak Ridge Loop E West Fargo, ND 58078
Coverage: General Liability	Certificate Holders: Additional Insured:  CapFirst Equipment Finance, Inc., and/or its assigns 3266 Oak Ridge Loop E West Fargo, ND 58078

The Insurance Certificate should show the coverage limits and the insurance carrier's name(s) and policy number(s). Please have the Certificate of Insurance sent to CapFirst Equipment Finance, Inc. at the address above, or fax it to us at (701) 639-7031.

WE WOULD APPRECIATE YOUR AGENT INCLUDING OUR LEASE NUMBER ON THE CERTIFICATE.

### CERTIFICATE OF INCUMBENCY

# LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40006092 DATED AS OF 7/1/2025

I, <u>Jessica McKeown</u>, do hereby certify that I am the duly elected or appointed and acting <u>Finance Officer</u> of the City of Deadwood, South Dakota (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of South Dakota and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

Print Name	Title		Sample Signature	
Charlie Struble-Mook	Mayor	·		
IN WITNESS WHEREO hereto on 7/1/2025.	F, I have duly execu	ted this certific	ate and affixed the seal of such entity	y
	_			
		Signature		1
	-	Jessica McKee Print Name / T	own / Finance Officer Title	

(SEAL)

## Form **8038-G**

**Information Return for Tax-Exempt Governmental Bonds** 

(Rev. October 2021)

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Department of the Treasury Internal Revenue Service

1 Issuer's name 2 Issuer's employer idea	
2 loader a employer ruch	ntification number (EIN)
City of Deadwood, South Dakota 46-6000	0091
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)  3b Telephone number of o	other person shown on 3a
Jessica McKeown / Finance Officer (605) 578	8-2600
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite 5 Report number (For IRS	
102 Sherman St	3
6 City, town, or post office, state, and ZIP code 7 Date of issue	
Deadwood, SD 57732 7/1/20	025
8 Name of issue 9 CUSIP number	
Lease Purchase Agreement 40006092 N/A	4
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information	
employee shown on 1	
Jessica McKeown / Finance Officer (605) 578  Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	8-2600
12 Health and hospital	
13 Transportation	
14 Public safety	
15 Environment (including sewage bonds)	
16 Housing	
17 Utilities	
18 Other. Describe ► Lease Purchase Agreement 40006092 18	199,658.81
19a If bonds are TANs or RANs, check only box 19a	
b If bonds are BANs, check only box 19b	
20 If bonds are in the form of a lease or installment sale, check box	
Part III Description of Bonds. Complete for the entire issue for which this form is being filed.	
(a) Final maturity date (b) Issue price (c) Stated redemption price at maturity date average maturity	(e) Yield
21 7/1/2030 \$ 199,658.81 \$ N/A 5 years	5.79 %
Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	N/A
23 Issue price of entire issue (enter amount from line 21, column (b))	199,658.81
24 Proceeds used for bond issuance costs (including underwriters' discount) 24 N/A	
25 Proceeds used for credit enhancement	
26 Proceeds allocated to reasonably required reserve or replacement fund . 26 N/A	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V 27 N/A	
28 Proceeds used to refund prior taxable bonds. Complete Part V 28 N/A	
29 Total (add lines 24 through 28)	N/A
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) 30	N/A
Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	N/A years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	N/A years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	N/A
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Form 8038-G (Rev. 10-2021) Page 2 Part VI Miscellaneous Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . 35 N/A Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract 36a 36a N/A b Enter the final maturity date of the GIC ► (MM/DD/YYYY) c Enter the name of the GIC provider ► N/A Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans 37 37 N/A 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information: **b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) N/A c Enter the EIN of the issuer of the master pool bond ▶ N/A d Enter the name of the issuer of the master pool bond ▶ N/A 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . . . . . 41a If the issuer has identified a hedge, check here ▶ □ and enter the following information: b Name of hedge provider ► N/A Type of hedge ► N/A d Term of hedge ► N/A 42 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated 43 according to the requirements under the Code and Regulations (see instructions), check box . . . . . . . . . . 44 If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . . 45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount Enter the date the official intent was adopted ► (MM/DD/YYYY) Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above. Signature and Consent Charlie Struble-Mook / Mayor Signature of issuer's authorized representative Type or print name and title Date Print/Type preparer's name Preparer's signature Date Check [ if Paid self-employed Preparer Firm's name Firm's EIN ▶ Use Only Phone no.

Firm's address ▶

Form 8038-G (Rev. 10-2021)

# Form **8038-G**

Department of the Treasury

Internal Revenue Service

(Rev. October 2021)

**Information Return for Tax-Exempt Governmental Bonds** 

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part	Reporting Authori	τy				Check box if	Amended	Return ▶ 🔲
1 ls	ssuer's name					2 Issuer's emplo	yer identific	ation number (EIN)
City of	Deadwood, South Dakota						46-6000091	
3a N	lame of person (other than issuer) w	vith whom the IRS may	commun	cate about this return (see i	nstructions)	3b Telephone num	ber of other p	person shown on 3a
Jessic	a McKeown / Finance Officer					(6	05) 578-260	00
4 N	lumber and street (or P.O. box if ma	ail is not delivered to st	reet addre	ess)	Room/suite	5 Report number	(For IRS Use	Only)
102 Sh	erman St							3
6 C	city, town, or post office, state, and	ZIP code				7 Date of issue		
Deadw	ood, SD 57732						7/1/2025	
8 1	lame of issue					9 CUSIP number	•	
Lease	Purchase Agreement 4000609	92					N/A	
10a N	lame and title of officer or other em	ployee of the issuer wh	nom the IR	S may call for more informa	ation	10b Telephone nu		er or other
	N. V					employee sho		
Part	McKeown / Finance Officer Type of Issue (Ent	or the issue pri	02 1 00	o the instructions and	l attach so		05) 578-260	10
11	Education				allaciisc	nedule.	11	
12	Health and hospital					• • • •	12	
13	6640 NO 1000					* * * * *	13	
14	Transportation						14	
15	Public safety						15	
16	Environment (including sev						16	
17						* * * *	17	
18	Other. Describe ► Lease Po						18	100 /50 04
19a	If bonds are TANs or RANs						10	199,658.81
b	If bonds are BANs, check							
20	If bonds are in the form of							
Part								
T CITY	Becompact of Bot	las. Complete i	01 1110 1	(c) Stated redemption		(d) Weighted		
	(a) Final maturity date	(b) Issue price	e	price at maturity		average maturity	1 1	(e) Yield
21	7/1/2030	\$ 19	9,658.81	\$	N/A	5 years	<del>                                     </del>	5.79 %
Part		of Bond Issue	(includ	ing underwriters'		•		3.77 70
22	Proceeds used for accrued	and the latter of the latter o					22	N/A
23	Issue price of entire issue (						23	199,658.81
24	Proceeds used for bond is			150	1 1	N/A		,
25	Proceeds used for credit e	9.00	_			N/A		
26	Proceeds allocated to reas					N/A		
27	Proceeds used to refund p	rior tax-exempt b	onds. C	omplete Part V	. 27	N/A		
28	Proceeds used to refund p			•		N/A		
29	Total (add lines 24 through						29	N/A
30	Nonrefunding proceeds of						30	N/A
Part								
31	Enter the remaining weight						N/A	A years
32	Enter the remaining weight	•	,				N/A	
33	Enter the last date on which	_	-					N/A
34	Enter the date(s) the refund					N/A	******	<u> </u>

Page 2 Form 8038-G (Rev. 10-2021) Part VI Miscellaneous Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . N/A 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract 36a N/A **b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) Enter the name of the GIC provider ► N/A Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans 37 N/A 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ □ and enter the following information: **b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) N/A c Enter the EIN of the issuer of the master pool bond ▶ Enter the name of the issuer of the master pool bond ▶ N/A If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box 39 40 **41a** If the issuer has identified a hedge, check here ▶ □ and enter the following information: b Name of hedge provider ► N/A Type of hedge ► N/A d Term of hedge ► N/A 42 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . . . . . . If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . 44 If some portion of the proceeds was used to reimburse expenditures, check here > \_ and enter the amount Enter the date the official intent was adopted ▶ (MM/DD/YYYY) Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above. Signature and Charlie Struble-Mook / Mayor Consent Signature of issuer's authorized representative Date Type or print name and title Date Print/Type preparer's name Preparer's signature Check if Paid self-employed

Preparer

Use Only

Firm's name

Firm's address ▶

Form 8038-G (Rev. 10-2021)

Firm's EIN ▶

Phone no.