



City Commission Regular Meeting Agenda

Monday, August 03, 2026 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of July 20, 2026 City Commission Minutes.

4. **Approve Bills**

[a.](#) Approval of Bill List for August 3, 2026.

5. **Items from Citizens on Agenda**

[a.](#) Proclamation declaring Wednesday, July 22, 2026 as Dick Richard Hermann Day in the City of Deadwood.

6. **Consent Agenda**

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

- a. Permission to accept resignation from seasonal parks Logan Nelson effective August 7, 2026.
- b. Permission to accept resignation from seasonal parks Ryan Silvernail, effective August 5, 2026.
- c. Permission to accept resignation from seasonal parks Landen Mattson effective August 13, 2026.
- d. Permission to remove trolley driver Debra Oban from payroll effective July 8, 2026.
- e. Permission to move Thomas Erickson from Parks Technician to Senior Parks Technician at the rate of \$22.00 per hour, effective August 4, 2026.
- f. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deeds for Andrew Centofanti and Gloria Centofanti.

- g. Acknowledge grant received from Daughter's of the American Revolution (DAR) Foundation in the amount of \$4,115.50 for the Historic Preservation Office to digitize the Black Hills Trust & Savings bank records collection.
- h. Permission to ratify Deadwood Library Board's decision to adopt the Computer and Internet Use Policy.
- i. Permission to ratify the Deadwood Public Library board's decision to adopt the Confidentiality & Privacy Policy.
- j. Permission for Mayor to sign land lease agreement with New Cingular Wireless, PCS, LLC (AT&T Cell Tower) for \$1,500.00 per month with 3% annual escalator plus utilities for cell tower on McGovern Hill near water tanks.
- k. Recommendation to engage Real Properties of Lead-Deadwood based upon review and interviews from request for proposal for Real Estate Broker Services and allow Mayor to sign agreement.
- l. Permission to accept recommendation of Historic Preservation Commission to become a Certified Local Government through the State Historic Preservation Office and allow Mayor to sign Certification Agreement.
- m. Permission to purchase a commercial grade mechanics toolbox from Strictly Toolboxes in amount of \$7,295.00. (To be paid by Streets equipment line item.)
- n. Permission to purchase accept thirty 6 x 6 posts from Wheeler lumber, for Preacher Smith parking lot, in an amount not to exceed \$2,700.00. (To be paid by HP Capital assets.)
- o. Allow use of public property at the History and Information Center on Thursday, August 20 through Saturday, August 22, 2026 for VFW Post 5969.

7. Bid Items

8. Public Hearings

- a. Set public hearing on August 17 for the Preacher Smith Deadwood Redemption Day: street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. on Saturday, August 29 to 1:00 a.m. on Sunday, August 30; and closure of Siever Street (if needed) from 6:00 a.m. on Saturday, August 29 to 1:00 a.m. on Sunday, August 30, 2026.
- b. Set public hearing on August 17 for Oktoberfest Event: open container in zones 1 and 2 Friday, October 2 from 5:00 to 10:00 p.m. and Saturday, October 3 from noon to 10:00 p.m.; street closure on Main Street from Wall to Deadwood Street from 9:00 a.m. to 6:00 p.m.; street closure on Main Street from Deadwood Street to Pine Street from 10:00 a.m. to 4:00 p.m. and waiver of banner fees on Saturday, October 3, 2026.
- c. Set public hearing on August 17 for Wild West Songwriters Festival Event: open container in zones 1 and 2 on Thursday, October 15 and Friday, October 16 from 5:00 to 10:00 p.m., and Saturday, October 17, 2026 from noon to 10:00 p.m.

- d. Set public hearing on August 17 for Deadweird Event: open container in zones 1 and 2 Friday, October 30 from 5:00 p.m. to 10:00 p.m. and Saturday, October 31 from noon to 10:00 p.m.; street closure on Main Street from Wall to Pine Street from 4:00 p.m. Saturday, October 31 to 6:00 a.m. Sunday, November 1, 2026.

9. Old Business

- a. Act as Board of Adjustment and approve/deny Request for Variance - 199 Cliff Street (M. Reynolds) legally described as Lots 27, 28 and 30 and vacated McDonald Street of Pecks Gardens Subdivision, located in the NE 1/4 and the SE 1/4 Section 27, T5N, R3E, B.H.M. City of Deadwood, Lawrence County, South Dakota. (Denied by Planning and Zoning Commission July 15, 2026.) (Continued from July 20, 2026.)
- b. Act as Board of Adjustment and approve/deny Application for Plat - 199 Cliff Street (M. Reynolds) legally described as Lots 27, 28 and 30 and vacated McDonald Street of Pecks Gardens Subdivision, located in the NE 1/4 and the SE 1/4 Section 27, T5N, R3E, B.H.M. City of Deadwood, Lawrence County, South Dakota. (Denied by Planning and Zoning Commission July 15, 2026.) (Continued from July 20, 2026.)

10. New Business

- a. Second Reading of Ordinance #1447 Enforcement.
- b. Act as Board of Adjustment and approve/deny Application for Plat - 37 Charles Street (Optima LLC) legally described as Lots 9R, 13R and 17R in Block 71, Original Town of Deadwood, formerly Lots 9, 11, 13, 15, 17 & 107B in Block 71, Original Town of Deadwood according to the P.L. Rogers Map of the City of Deadwood (Lots 15 and 17 are also described historically as Lots 17 and 19 in Block 1 of Cleveland Addition to the City of Deadwood), Original Townsite, City of Deadwood, Lawrence County, South Dakota located in Section 26, T5N, R3E, BHM. (Approved by Planning and Zoning Commission July 15, 2026.)
- c. Act as Board of Adjustment and approve/deny Request for Zoning Amendment - Charles Street (Optima LLC) legally described as Lots 9R, 13R and 17R in Block 71, Original Town of Deadwood, formerly Lots 9, 11, 13, 15, 17 & 107B in Block 71, Original Town of Deadwood according to the P.L. Rogers Map of the City of Deadwood (Lots 15 and 17 are also described historically as Lots 17 and 19 in Block 1 of Cleveland Addition to the City of Deadwood), Original Townsite, City of Deadwood, Lawrence County, South Dakota located in Section 26, T5N, R3E, BHM. (Approved by Planning and Zoning Commission July 15, 2026.)
- d. Permission to replace the motor in trolley 2 by Inland Truck and Parts & Service at a cost not to exceed \$23,452.82. (To be paid by Trolley Repairs Line Item.)
- e. Permission to hire Competitive Masonry to do masonry repairs, caulking and tuckpointing at the Deadwood Public Library at a cost of \$37,056.60. (To be paid split by HP Capital Assets and HP general maintenance line items.)
- f. Permission to hire Competitive Masonry to do capstone, brick, and concrete repairs, patches, and replacements, including caulking and tuckpointing at the Broadway Parking Garage at a cost not to exceed \$44,064.00. (To be paid by Broadway repair line item.)

11. Informational Items and Items from Citizens

- [a.](#) Raffle permit received from SD CEO West Women's Business Center. Drawing will be held October 22, 2026.

12. Executive Session

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

13. Adjournment

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

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

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

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

REGULAR MEETING, JULY 20, 2026

The Regular Session of the Deadwood City Commission convened on Monday, July 20, 2026 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Dakota. Mayor Charlie Struble-Mook called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Charles Eagleson, Michael Johnson, Sharon Martinisko and Mark Speirs. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Martinisko moved, Johnson seconded to approve the minutes of July 6. 2026. Roll Call: Aye-All. Motion carried.

APROVAL OF DISBURSEMENTS

Martinisko moved, Eagleson seconded to approve the July 20, 2026 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	SERVICE	31.78
A TO Z SHREDDING	SERVICE	6.44
ACE HARDWARE	SUPPLIES	95.49
ADOBE	LICENSES	2,878.80
ALBERTSON ENGINEERING	PROJECT	11,272.96
ALL NET CONNECTIONS	SERVICE	45.50
ALLEN, JESSE	MEETINGS	385.00
ALPINE IMPRESSIONS	SERVICE	18.00
AMAZON	SUPPLIES	1,684.30
AMERICAN ENGINEERING TESTING	PROJECT	5,575.00
AUTO VALUE	SUPPLIES	4,051.53
AVID4 ENGINEERING	PROJECT	24,417.50
BAILEY, ROBERT	PROJECT	695.43
BH ENERGY	SERVICE	29,526.59
BH LIBRARY CONSOR	SERVICE	569.14
BH PIONEER	SERVICE	695.55
BLOOMERS	MEMORIAL	70.00
BRICKS R US	SUPPLIES	44.00
BROWN, MOLLY	MEETINGS	350.00
CED SPEARFISH	SUPPLIES	480.00
CENTURY BUSINESS PRODUCTS	SERVICE	213.85
CHAINSAW CENTER	SUPPLIES	206.94
COMPETITIVE MASONRY	PROJECT	8,500.00
CROSSWHITE, SEQUOIA	PRESENTATION	100.00
CULLIGAN	SUPPLIES	94.25
DAKOTA PUMP	SERVICE	4,962.06
DEADWOOD ALIVE	ALLOCATION	10,000.00
DEADWOOD CHAMBER	BILL LIST	53,030.84
DEADWOOD CUSTOM CYCLES	SERVICE	880.09
DEADWOOD HISTORY	SERVICE	993.33
DVFD	STAFFING	859.02
ECOLAB	SERVICE	434.67
FIB CREDIT CARDS	SUPPLIES	4,030.10
FULLER CONSTRUCTION	PROJECT	34,033.55
GALLS	UNIFORMS	152.00
GOLDEN WEST INDUSTRIAL	SUPPLIES	815.51
GOLDEN WEST TECHNOLOGIES	SERVICE	11,414.48
GUNDERSON, PALMER, NELSON	SERVICE	11,230.71
HEIMAN	SUPPLIES	958.06
INLAND TRUCK PARTS	REPAIR	1,260.16
IPS GROUP	SERVICE	8,104.97
K & P WEAVER	UNIFORMS	1,853.41
KNIPPER, ANITA	MEETINGS	315.00
KONE CHICAGO	SERVICE	621.85
LAWRENCE CO. EQUALIZATION	PAY #3	11,276.00
LAWRENCE CO. REGISTER	SERVICE	120.00
LEAD-DEADWOOD SANITARY	SERVICE	30,290.18
LIBBY PRODUCTIONS	REFUND	2,550.00
LYNN'S	SUPPLIES	38.99
MCKEOWN, AARON	REIMBURSEMENT	129.65
MENARD'S	SUPPLIES	242.85
METERING & TECHNOLOGY SOLUTION	SUPPLIES	136.28
MIDWEST TAPE	SUPPLIES	324.53
MONUMENT HEALTH	SERVICE	100.00
MS MAIL	SERVICE	620.52
NAJA SHRINERS	REFUND	1,100.00
NHS OF THE BLACK HILLS	SERVICE	4,749.73
NORTHWEST PIPE FITTINGS	SUPPLIES	133.24
ONSITE FIRST AID	SUPPLIES	373.47
PHOENIX UNIFORMS	UNIFORMS	79.60
PORTABLE COMPUTER SYSTEMS	CAMERA SYSTEM	13,592.88
POSEY, BEVERLY	MEETINGS	420.00
QUADIENT FINANCE	POSTAGE	500.00
QUIK SIGNS	SERVICE	657.94
ROCKINGTREE LANDSCAPES	MEMORIAL	140.00
ROCKY MOUNTAIN ELK FOUNDATION	REFUND	2,350.00
RUNNING SUPPLY	SUPPLIES	314.34
SAFE LIFE DEFENSE	UNIFORMS	539.10
SCHMIDT, WILLIAM	PROJECT	3,500.00
SD COMMISSION ON GAMING	CITY SLOTS	32,386.36
SD DEPT. OF REVENUE	LICENSE	150.00
SD LIBRARY ASSOCIATION	MEMBERSHIP	96.00
SDN COMMUNICATIONS	SERVICE	2,646.00

REGULAR MEETING, JULY 20, 2026

SHERWIN WILLIAMS	SUPPLIES	3,061.05
SKYLINE ENGINEERING	PROJECT	920.00
SODAK TITLE	SERVICE	150.00
SOUTH DAKOTA 811	SERVICE	91.84
SOUTHSIDE OIL	FUEL	17,353.47
SOUTHSIDE SERVICE	SERVICE	105.00
SPEARFISH BUILDING & SUPPLY	SUPPLIES	137.95
STRAIGHT LINE STRIPING	PROJECT	12,713.86
SUMMIT SIGNS	SERVICE	540.00
T & W APPLIANCE	SERVICE	150.00
THE JUNK DRAWER	SUPPLIES	683.30
TOMS, DON	PROJECT	600.00
TRUGREEN	SERVICE	2,549.17
UNDERGROUND CONSTRUCTION	PROJECT	330,473.54
VERIZON CONNECT	SERVICE	219.75
VIEHAUSER ENTERPRISES	SERVICE	44.00
VIGILANT BUSINESS	SERVICE	315.00
WATERS HARDWARE	GRANTS	264.78
WEM	REFUND	1,000.00
WEST RIVER SOLID WASTE	SERVICE	15,826.39
WESTERN LEGACY FOUNDATION	REFUND	2,350.00
WHEELER LUMBER OPERATIONS	SUPPLIES	1,034.88
WILLIAMS, DIANA	MEETINGS	315.00
		Total \$738,414.50

CONSENT

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

- A. Permission to promote Police Officer John Reiser to Police Sergeant II at \$31.25 per hour effective July 19, 2026.
- B. Permission to hire Tamara Collier and Arthur Nusom as part-time trolley drivers at \$17.65 an hour effective July 29, 2026 pending pre-employment screening.
- C. Permission to move Leah Blue-Zones from Zoning Coordinator to full-time HP Program Coordinator at same rate of pay, effective at time current position is filled.
- D. Permission to advertise in-house for 5 days and with outside sources, if needed, for full-time Zoning Coordinator position at \$23.00 to \$25.00 per hour depending on education, experience and qualifications.
- E. Permission to approve job description for newly created Senior Parks Technician position.
- F. Permission to post in-house for 5 days for Senior Parks Technician position at \$22.00 per hour.
- G. Acknowledge receipt of grant funding in the amount of \$7,457,962.29 for DR4467 July 2019 Flood Event within the City of Deadwood. Authorize payment to SD Dept of Public Safety in the amount of \$6,616,611.72 for advance loan utilized during construction and FEMA closeout process.
- H. Resolution 2026-20 Authorizing the installation of a yield sign on Lee Street at its intersection with Sherman Street.
- I. Acknowledge partial grant payment received from SD DOT Community Access in the amount of \$450,000.00 for the Crescent Street project.
- J. Authorize the transfer of the Wild Bill sign (located at 624 Main St) following payment and execution of a conservation easement.
- K. Permission to purchase two pieces of workout equipment from Abs Company, Inc. in the amount of \$4,852.32. (To be paid by Recreation equipment line item.)
- L. Permission to pay Utility Service Co., Inc for the McGovern Hill water tanks annual maintenance agreement in the amount of \$37,648.00. (To be paid by Water Professional Services line item.)
- M. Permission to pay Adobe for one year subscription to Acrobat Pro in the amount of \$2,878.80 for ten (10) employees. (To be paid by various departments.)
- N. Approve continuation of a Conditional Use Permit for Bed and Breakfast Establishment – 7 Burlington Street – Burlington B&B for the next twelve (12) months. (Recommendation from Planning and Zoning Commission on July 15, 2026, with nine (9) conditions.)
- O. Approve continuation of a Conditional Use Permit for Vacation Home Establishment – 596 Main Street – JVK-SD, LLC for the next twelve (12) months. (Recommendation from Planning and Zoning Commission July 15, 2026 with nine (9) conditions.)

REGULAR MEETING, JULY 20, 2026**PUBLIC HEARINGS****License**

Public hearing was opened at 5:03 p.m. by Mayor Struble-Mook. Michael Maloney, Deadwood Harley Davidson, was available for questions, hearing closed. Martinisko moved, Eagleson seconded to approve Retail (on-off sale) Malt Beverage & SD Farm Wine and Retail (on-off sale) Wine and Cider License for EP SO Sturgis SD, LLC dba Deadwood Harley Davidson at 681 Main Street. Roll Call: Aye-All. Motion carried.

Thrashin Supply

Public hearing was opened at 5:05 p.m. by Mayor Struble-Mook. Bobby Rock, Outlaw Square, was available for questions, hearing closed. Johnson moved, Martinisko seconded to approve street closure on Deadwood Street from Main Street to Pioneer Way from 8:00 a.m. to 3:00 p.m. and use of Interpretive Lot from 6:00 a.m. to 2:00 p.m. on Tuesday, August 11, 2026. Roll Call: Aye-All. Motion carried.

Daughters of the Road Ride

Public hearing was opened at 5:06 p.m. by Mayor Struble-Mook. Bobby Rock, Outlaw Square, was available for questions, hearing closed. Martinisko moved, Johnson seconded to approve use of Interpretive Lot from 6:00 a.m. to 5:00 p.m. on Wednesday, August 12, 2026. Roll Call: Aye-All. Motion carried.

Steer Roping

Public hearing was opened at 5:07 p.m. by Mayor Struble-Mook. No one spoke in favor or against, hearing closed. Johnson moved, Eagleson seconded to approve waiver of user fees Friday, August 14 through Sunday, August 16, open container Friday, August 14 through Sunday, August 16 from 10:00 a.m. to 2:00 a.m. daily and ending at 2:00 a.m. on Monday, August 17, and special liquor license for Days of '76 Committee from Friday, August 14 through Sunday, August 16, 2026 from 10:00 a.m. to 8:00 p.m. at the Event Complex. Roll Call: Aye-All. Motion carried.

NEW BUSINESS**Ordinance**

Fire Chief Ellis and City Attorney Riggins spoke about the Ordinance. Martinisko moved, Speirs seconded to approve first reading of Ordinance #1447 Enforcement. Roll Call: Aye-All. Motion carried.

Grants

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the grants. Martinisko moved, Eagleson seconded to award 2026 Round 2 Outside of Deadwood Grants Requests for a total of \$50,000.00 as recommended by Deadwood Historic Preservation Commission on July 8, 2026. Roll Call: Aye-All. Motion carried.

Purchase

Parks, Recreation & Events Director Adler spoke about the purchase. Martinisko moved, Speirs seconded to purchase 2026 Kubota SSV65HRC Skid Steer from Butte County Equipment in the amount of \$52,150.00 less trade of 2019 Kubota SSV65 and sign municipal equipment lease with Kubota Credit Corp. with 4 annual payments of \$7,251.38 per year. (To be paid by Parks equipment line item.) Roll Call: Aye-All. Motion carried.

Pay

Ellis spoke about the repair. Martinisko moved, Spiers seconded to pay White's Canyon to repair the turbo in 2016 Ford F550 (Rescue 3) in the amount of \$7,819.10. (To be paid by Fire repair line item.) Roll Call: Aye-All. Motion carried.

Quote

Kuchenbecker spoke about the project. Martinisko moved, Johnson seconded to accept quote of \$84,900.00 from FTH General Civil Contracting for retaining wall project at 15 Forest Avenue for Adrian Newkirk and allow Mayor to sign contract. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, JULY 20, 2026

Variance

Kuchenbecker spoke about the variance. Resident, Ronda Feterl, spoke against the variance. She stated the variance does not meet city standards and property is sitting in a flood plain according to Chapter 15.36 and Chapter 17.52 of the ordinances. Currently the ordinance allows three (3) lots per 5000 square foot minimum. She stated approving smaller lots and higher density in a flood sensitive area without proper safe guides sets a poor precedent for the community. Martinisko moved, Johnson seconded to continue to Act as Board of Adjustment and approve/deny Request for Variance - 199 Cliff Street (M. Reynolds.) Discussion was held regarding continuing. Roll Call: Aye-Johnson, Martinisko, Struble-Mook. Nay-Eagleson, Speirs. Motion carried.

Plat

Kuchenbecker requested to continue since variance was continued. Martinisko moved, Johnson seconded to continue Act as Board of Adjustment and approve/deny Application for Plat - 199 Cliff Street (M. Reynolds.) Roll Call: Aye-Johnson, Martinisko, Struble-Mook. Nay-Eagleson, Speirs. Motion carried.

Plat

Kuchenbecker spoke about the Plat. Martinisko moved, Johnson seconded to Act as Board of Adjustment and approve Application for Plat - 225 Cliff Street (Deadwood Land Company BHCI LLC) legally described as Deadwood's Gulch's of Fun Lot 1B and Lot 1C, being a portion of Deadwood Gulch Addition II. Formerly Deadwood Gulch's of Fun Tract 1, Lot AB10 in the US Highway 85 right-of-way in M.S. 107, lying adjacent to Deadwood Gulch's of Fun Tract 1, being a portion of Deadwood Gulch Addition II, and "lying adjacent to Deadwood Gulch's of Fun Tract 1" (Plat Doc #2017-4517 Surveyor's Affidavit of Correction Doc #2019-840), Lot AB1 in the US Highway 85 right-of-way. All located in the E 1/2 and SE 1/4 of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. (Approved by Planning and Zoning Commission July 15, 2026.) Roll Call: Aye-All. Motion carried.

Plat

Kuchenbecker spoke about the Plat. Martinisko moved, Johnson seconded to Act as Board of Adjustment and approve Application for Plat - 27 Lincoln Avenue (D. Castanie) legally described as Lot 4A of Block 42, formerly Lots 4, 5, 6, 7, 8, 9, 10 & 11, Block 42 part of Lots H, I, J & K, Block 35, vacated Cemetery Street and vacated alley located in the NW 1/4 of Section 26 and the SW 1/4 Section 23, T5N, R3E, B.H.M., Original Townsite, City of Deadwood, Lawrence County, South Dakota. (Approved by Planning and Zoning Commission July 15, 2026.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Resident, David Herdt, asked about the condition at St. Ambrose Cemetery. Adler stated Parks Department has taken care of the condition.

Resident, Sianna Gross, asked about transparency, accountability and the public right to question the people elected to represent Deadwood. She asked questions regarding a public statement that she felt appeared to take credit for resolving an issue that to her understanding had been addressed through existing regulations and ongoing efforts. Those questions remain unanswered, and comments have been deleted. She is concerned there is not a willingness by elected officials to engage in an open and honest discussion. She stated government works best when it welcomes accountability rather than avoiding it. She believes citizens voices who have been silent should be heard again and those who have been blocked from participating in public discussion have that access be restored. She stated no citizen should have to fear retaliation, exclusion or be treated differently simply because they exercise their right to respectfully question their government. Speaking during public comment is one of the ways citizens participate in local government, either in person meeting or social media discussions.

Resident, Bobby Rock, thanked the commission for handling city business and public. Things have changed in the last year for the positive and we continue moving forward. Dealing with personal issues shouldn't be an issue for this commission.

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

REGULAR MEETING, JULY 20, 2026

ADJOURNMENT

Martinisko moved, Johnson seconded to adjourn the regular session at 5:43 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) and contractual negotiations per SDCL 1-25-2(4) with possible action. The next regular meeting will be Monday, August 3, 2026 at 5:00 p.m.

After coming out of executive session at 6:02 p.m. Martinisko moved, Johnson seconded to adjourn.

ATTEST: DATE: _____

Jessica McKeown, Finance Officer

BY: _____
Charlie Struble-Mook, Mayor

Published once at the total approximate cost of _____

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5266	FEEDING DEADWOOD					
		I-072826	101-3000-699	MISC REVENUE RECYCLING PROCEEDS APR-JUL2026	000000	332.95
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 332.95
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/2026	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,678.00
01-0966	PETTY CASH-FINANCE OFFI					
		I-072926-7	101-4142-426	SUPPLIES KITCH SUPP, EAR BUDS	000000	148.01
01-4711	AMAZON CAPITAL SERVICES					
		I-1QPZ-YL46-76JV	101-4142-426	SUPPLIES COPY PAPER & COFFEE	000000	237.95
01-5321	THE JUNK DRAWER					
		I-1130	101-4142-426	SUPPLIES STAFF 150TH SHIRTS	000000	78.50
				DEPARTMENT 142	FINANCE	TOTAL: 3,142.46
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/2026	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,009.81
01-0436	BLACK HILLS WINDOW CLEA					
		I-154693	101-4192-422-08	PROFESSIONAL- WINDOW CLEANING/HISTORY	000000	149.00
		I-154693	101-4192-422-04	PROFESSIONAL WINDOW CLEANING/CITY HALL	000000	667.00
		I-154693	101-4192-422-24	PROFESSIONAL WINDOW CLEANING/OUTLAW	000000	93.00
		I-154693	101-4192-422-21	PROFESSIONAL WINDOW CLEANING/WELCOME	000000	1,120.00
		I-154694	101-4192-422-17	PROFESSIONAL- JUNE 12 WINDOW CLEAN OUT/DAYS	000000	267.00
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 07/24/26	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	74.73
		I-NAT GAS 07/24/26	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	64.88
		I-NAT GAS 07/24/26	101-4192-428-04	UTILITIES - C CITY HALL	000000	70.13
		I-NAT GAS 07/24/26	101-4192-428-07	UTILITIES - F FIRE HALL	000000	76.05
		I-NAT GAS 07/24/26	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	28.60
		I-NAT GAS 07/24/26	101-4192-428-09	UTILITIES - H HARCC	000000	59.62
		I-NAT GAS 07/24/26	101-4192-428-10	UTILITIES - L LIBRARY	000000	39.93
		I-NAT GAS 07/24/26	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	2,865.51
		I-NAT GAS 07/24/26	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS STRTS	000000	30.46
		I-NAT GAS 07/24/26	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	38.13
		I-NAT GAS 07/24/26	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	24.41
		I-NAT GAS 07/24/26	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	78.67
		I-NAT GAS 07/24/26	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	58.31
01-0578	WATERS HARDWARE					
		I-19095	101-4192-426	SUPPLIES PAINT BRUSHES-CUP INER/PB	000000	40.96
		I-19154	101-4192-425-06	REPAIRS - DAY AERATOR-BRUSH SET/GRANDST	000000	25.97

7/31/2026 8:34 AM
 PACKET: 07572 08/04/26 COMBINED
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	WATERS HARDWARE		continued			
		I-19248	101-4192-426	SUPPLIES PAINT TRAY-THREAD HANDLE/PB	000000	55.25
		I-19340	101-4192-426	SUPPLIES HOLE AC STRAP/PUB BLDG	000000	3.99
		I-19343	101-4192-425-24	REPAIRS - OUT RUBBER SHEET/OUTLAW SQ	000000	4.29
		I-19393	101-4192-425-13	REPAIRS - REC SHEARS-FOAM FILTER/REC CENTER	000000	18.98
		I-19442	101-4192-425-13	REPAIRS - REC NIPPLE-GREASE-UINON-TAPE/REC	000000	66.24
		I-19443	101-4192-425-13	REPAIRS - REC 3/4" IDX10 COPPER PIPE/REC	000000	64.99
		I-19451	101-4192-426	SUPPLIES HOSE SHUT OFF VALVE/PB	000000	11.99
		I-19461	101-4192-425-06	REPAIRS - DAY PAINT BAGS-MINI CUTTER/GRANDST	000000	39.98
		I-19473	101-4192-425-07	REPAIRS - FIR THERMOSTAT WIRE/FIRE	000000	8.70
		I-19496	101-4192-425-06	REPAIRS - DAY TRUECOAT 360DS SPRAYER/GRANDST	000000	244.99
		I-19520	101-4192-425-08	REPAIRS - HIS GPF CLOSET KIT/HISTORY	000000	41.99
		I-19552	101-4192-426	SUPPLIES 6 PC SCREWDRIVER SET/PUB BLDGS	000000	27.99
		I-19580	101-4192-426	SUPPLIES CUP LINER-UNDERCOAT/PUB BLDG	000000	24.98
		I-19606	101-4192-425	REPAIRS CRIMP CONNECTOR/PUB BLDGS	000000	3.99
		I-19663	101-4192-425-14	REPAIRS - STR 5 CCT RETRO LIGHT/STRTS	000000	21.99
		I-19708	101-4192-425-06	REPAIRS - DAY FLAT CLEANOUT COVER/GRANDSTAND	000000	19.98
		I-19709	101-4192-426-19	SUPPLIES - GA GLUE MOUSE TRAP/GATEWAY	000000	3.99
		I-19730	101-4192-425-04	REPAIRS - CIT URINAL KIT-GASKET-FOAM/CITY	000000	62.46
01-0784	WESTERN STATES FIRE PRO					
		I-WSF790737	101-4192-422-06	PROFESSIONAL- SPRINKLER-FIRE INSPECT/DAYS	000000	625.00
		I-WSF790740	101-4192-422-17	PROFESSIONAL- SPRINK-ALARM INSPECTION/DAYS M	000000	995.00
		I-WSF790741	101-4192-422-07	PROFESSIONAL SPRINKLER INSPECTION/FIRE DEPT	000000	675.00
		I-WSF790742	101-4192-422-10	PROFESSIONAL FIRE ALARM INSPECTION/LIBRARY	000000	850.00
		I-WSF790743	101-4192-422-21	PROFESSIONAL FIRE ALARM INSPECTION/WELCOME	000000	875.00
		I-WSF790751	101-4192-422-24	PROFESSIONAL FIRE ALARM INSPECTION/OUTLAW S	000000	475.00
01-1003	VERIZON WIRELESS					
		I-6148276161	101-4192-422	PROFESSIONAL ON CALL PHONE/PUB BLDGS	000000	39.73
01-1502	BLACK HILLS CHEMICAL					
		I-319033	101-4192-426	SUPPLIES LINER-FOAMY SOAP-TP-TOWEL/PB	000000	1,643.93
		I-319273	101-4192-426	SUPPLIES ORG TEXTURE NITRILE GLOVES/PB	000000	449.80
		I-319326	101-4192-426	SUPPLIES ORG TEXTURE NITRILE GLOVES/PB	000000	441.60
		I-319622	101-4192-426	SUPPLIES KITCHEN-ROLL TOWEL-TP/PUB BLDG	000000	685.01
01-1626	SERVALL UNIFORM AND LIN					
		I-07/07/26 INVOICES	101-4192-426-07	SUPPLIES - FI FIRE HALL / 1213261	000000	52.66
		I-07/07/26 INVOICES	101-4192-426-10	SUPPLIES - LI LIBRARY / 1213263	000000	51.75
		I-07/09/26 INVOICES	101-4192-426-04	SUPPLIES - CI CITY HALL - 1214469	000000	224.34
		I-07/09/26 INVOICES	101-4192-426-08	SUPPLIES - HI HISTORY / 1214468	000000	86.19
		I-07/09/26 INVOICES	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 1214465	000000	54.60
		I-07/09/26 INVOICES	101-4192-426-13	SUPPLIES - RE REC CENTER / 1214470	000000	308.67
		I-07/09/26 INVOICES	101-4192-426-14	SUPPLIES - ST STREET DEPT / 1214467	000000	110.62
		I-07/09/26 INVOICES	101-4192-426-15	SUPPLIES - TR TROLLEY / 1214466	000000	89.17
		I-07/09/26 INVOICES	101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 1214463	000000	167.54
		I-07/09/26 INVOICES	101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 1214464	000000	50.96
		I-07/21/26 INVOICES	101-4192-426-07	SUPPLIES - FI FIRE HALL / 1218489	000000	52.66

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1626	SERVALL UNIFORM AND LIN	continued				
		I-07/21/26	INVOICES 101-4192-426-10	SUPPLIES - LI LIBRARY / 1218491	000000	51.75
		I-07/23/26	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL - 1219642	000000	224.34
		I-07/23/26	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 1219641	000000	86.19
		I-07/23/26	INVOICES 101-4192-426-11	SUPPLIES - PA PARKS DEPT / 1219638	000000	54.60
		I-07/23/26	INVOICES 101-4192-426-13	SUPPLIES - RE REC CENTER / 1219643	000000	308.67
		I-07/23/26	INVOICES 101-4192-426-14	SUPPLIES - ST STREET DEPT / 1219640	000000	110.62
		I-07/23/26	INVOICES 101-4192-426-15	SUPPLIES - TR TROLLEY / 1219639	000000	89.17
		I-07/23/26	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 1219637	000000	50.96
01-1653	AUTO VALUE CENTRAL CITY					
		I-832073802	101-4192-426	SUPPLIES BELT DRIVE TENSIONER/BLDGS	000000	83.86
		I-832073804	101-4192-426	SUPPLIES BOLT-VALVE COVER GASKET/BLDGS	000000	74.12
		I-832073807	101-4192-425-13	REPAIRS - REC (2) CLASSICAL SECTION WR/REC	000000	71.90
		I-832073844	101-4192-425-13	REPAIRS - REC (2) CLASSICAL SECTION WR/REC	000000	75.86
		I-832074551	101-4192-425-07	REPAIRS - FIR QT PM 10W30-PRIME GREEN/FIRE	000000	24.98
01-3314	CENTURY BUSINESS PRODUC					
		I-854736	101-4192-426	SUPPLIES CONTRACT 2/9/26-5/8/26	000000	75.96
		I-863650	101-4192-426	SUPPLIES CONTRACT 6/9/26-7/8/26	000000	40.34
01-3421	S AND C CLEANERS					
		I-07/29/26 INV #139	101-4192-422-24	PROFESSIONAL OSQ BATHROOMS	000000	465.00
		I-07/29/26 INV #139	101-4192-422-19	PROFESSIONAL GATEWAY AND TRAILS	000000	465.00
		I-07/29/26 INV #139	101-4192-422-08	PROFESSIONAL- HISTORY BATHROOMS	000000	189.00
		I-07/29/26 INV #139	101-4192-422-22	PROFESSIONAL- MT MORIAH	000000	576.00
		I-07/29/26 INV #139	101-4192-422-03	PROFESSIONAL BALLPARK DAYS OF 76	000000	504.00
		I-07/29/26 INV #139	101-4192-422-11	PROFESSIONAL GORDON PARK	000000	630.00
		I-07/29/26 INV #139	101-4192-422-06	PROFESSIONAL- RODEO 3 WHEELERS/DAYS OF 76	000000	972.00
		I-07/29/26 INV #139	101-4192-422-18	PROFESSIONAL 3 WHEELERS FOOTBALL FIELD	000000	180.00
		I-07/29/26 INV #170	101-4192-422-04	PROFESSIONAL CITY HALL	000000	998.00
		I-07/29/26 INV #170	101-4192-422-04	PROFESSIONAL POLICE DEPT	000000	1,165.00
		I-07/29/26 INV #170	101-4192-422-07	PROFESSIONAL FIRE DEPT	000000	535.00
		I-07/29/26 INV #170	101-4192-422-10	PROFESSIONAL LIBRARY	000000	768.00
		I-07/29/26 INV #170	101-4192-422-21	PROFESSIONAL WELCOME CENTER	000000	1,954.00
01-3838	BLUEPEAK					
		I-TELEPHONE 07/21/26	101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	10.00
		I-TELEPHONE 07/21/26	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	613.18
		I-TELEPHONE 07/21/26	101-4192-428-07	UTILITIES - F FIRE HALL #4501	000000	293.78
		I-TELEPHONE 07/21/26	101-4192-428-08	UTILITIES - H HISTORY CENTER #0602	000000	257.20
		I-TELEPHONE 07/21/26	101-4192-428-10	UTILITIES - L LIBRARY	000000	0.00
		I-TELEPHONE 07/21/26	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE #1901	000000	213.21
		I-TELEPHONE 07/21/26	101-4192-428-13	UTILITIES - R REC CENTER INTERNET #4601	000000	82.99
		I-TELEPHONE 07/21/26	101-4192-428-14	UTILITIES - S STREET SHOP	000000	0.00
		I-TELEPHONE 07/21/26	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER #4001	000000	109.76
DEPARTMENT 192 PUBLIC BUILDINGS					TOTAL:	29,017.61

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-07/01/2026	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	9,872.36
01-0508	GALLS, LLC	I-035603028	101-4210-426	SUPPLIES UNIFORM SHORTS (2)	000000	277.50
01-1826	FIRST NET	I-287304791844X72326	101-4210-422	PROFESSIONAL CELL PHONE BILL	000000	285.00
01-2285	RUSHMORE COMMUNICATIONS	I-07232026	101-4210-434	MACHINERY/EQU ANTENNA, BATTERY, SETUP PROGRA	000000	1,920.18
01-4195	MARCO	I-42538122	101-4210-422	PROFESSIONAL COPIER CONTRACT	000000	181.96
01-4317	VIGILANT BUSINESS SOLUT	I-4968	101-4210-422	PROFESSIONAL PD-BG SCRNR,CR RPT,VHCL RPT,FEE	000000	129.00
01-4711	AMAZON CAPITAL SERVICES	I-1NTT-1VLD-NYNY	101-4210-426	SUPPLIES QUICK RELEASE KEY CHAIN	000000	15.98
01-5207	SAFE LIFE DEFENSE	I-32563579	101-4210-426	SUPPLIES MULTI THREAT VEST (1)	000000	539.10
		I-32563740	101-4210-426	SUPPLIES MULTI THREAT VEST (1)	000000	552.60
01-5508	PHOENIX UNIFORMS & TACT	I-000083	101-4210-426	SUPPLIES UNIFORM ITEMS - THOMPSON	000000	601.86
		I-000084	101-4210-426	SUPPLIES UNIFORM ITEMS - DESALVO	000000	280.90
01-5516	RACE WHEELS CONSULTING,	I-06292026	101-4210-422	PROFESSIONAL PYSCH EVALUATION	000000	600.00
DEPARTMENT 210 POLICE					TOTAL:	15,256.44
01-0320	WHITE'S CANYON MOTORS	I-64269	101-4221-425	REPAIRS RESCUE 3/16 FORD VN6690	000000	7,819.10
01-0433	WELLMARK BLUE CROSS BLU	I-07/01/2026	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	672.89
01-0578	WATERS HARDWARE	C-A87985/25	101-4221-425	REPAIRS BRUSH 7 PUMP	000000	20.51-
		I-19043	101-4221-425	REPAIRS 2 PK ALKALINE BATTERY/FIRE	000000	11.99
		I-19065	101-4221-425	REPAIRS BRASS HOSE SHUT OFF/FIRE	000000	16.99
		I-19611/25	101-4221-425	REPAIRS POLY BRAID ROPE-FD	000000	33.98
		I-19611/25	101-4221-426	SUPPLIES BATTERIES - FD	000000	116.95
		I-19611/25	101-4221-425	REPAIRS ENGINE 2 /BACK DOOR	000000	7.49
		I-19611/25	101-4221-425	REPAIRS PUMP BRUSH 7	000000	80.97

PACKET: 07572 08/04/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	WATERS HARDWARE	continued				
		I-19611/25	101-4221-426	SUPPLIES SILICONE, DRILL BIT SET	000000	36.98
		I-19611/25	101-4221-426	SUPPLIES SUPPLIES-BROOM, MARKER	000000	48.97
01-1653	AUTO VALUE CENTRAL CITY					
		I-832073803	101-4221-425	REPAIRS ENGINE 2 PARTS	000000	87.99
01-1771	NFPA					
		I-18803	101-4221-422	PROFESSIONAL FD-SUBSCRIPTION RENEWAL-FETTER	000000	225.00
01-3170	MED-TECH RESOURCE LLC					
		I-160463	101-4221-426	SUPPLIES GAUZE,BLANKET,BANDGS,GLOVES	000000	928.72
01-3977	ACE HARDWARE OF LEAD					
		I-47702	101-4221-426	SUPPLIES DETERG,DUSTER,SPRY PNT	000000	33.24
01-4711	AMAZON CAPITAL SERVICES					
		C-1LVF-Y1TQ-W3CT	101-4221-425	REPAIRS BRUSH7/TRUCK4 - LIGHTS	000000	227.94-
		I-13JD-V936-T7NL	101-4221-434	MACHINERY/EQU BATTERIES & TOOLS	000000	751.78
		I-1DKG-NNW1-GNKF	101-4221-426	SUPPLIES SUPPLIES/COPY PAPER	000000	39.97
		I-1JY6-VDHK-KC9H	101-4221-426	SUPPLIES OFFICE SUPPLIES WIRELESS MOUSE	000000	44.37
01-5321	THE JUNK DRAWER					
		I-1127	101-4221-426	SUPPLIES FD T-SHIRTS	000000	58.00
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:						10,766.93
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/2026	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	672.89
01-1003	VERIZON WIRELESS					
		I-6148276161	101-4232-422	PROFESSIONAL BLDG INSPECTOR TABLET	000000	26.97
01-1653	AUTO VALUE CENTRAL CITY					
		I-832074085	101-4232-425	REPAIRS OIL FILTER-5 QT PM 0W20/P&Z	000000	38.39
DEPARTMENT 232 BUILDING INSPECTION TOTAL:						738.25
01-0206	SCHMIDT, WILLIAM					
		I-07/21/26 INVOICE	101-4310-425	REPAIRS POUR-FINISH STEPS 31 TAYLOR	000000	6,000.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/2026	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,745.40
01-0578	WATERS HARDWARE					
		I-19231	101-4310-426	SUPPLIES 75W PAR20 DL-BW LED BULB/STRTS	000000	35.97
		I-19284	101-4310-426	SUPPLIES HOSE COUPLING/STRTS	000000	7.99

PACKET: 07572 08/04/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	WATERS HARDWARE	continued				
		I-19338	101-4310-425	REPAIRS BRASS NIPPLE-BRASS ELBOW/STRTS	000000	17.48
		I-19665	101-4310-426	SUPPLIES MISC BOLTS-SCREWS/STRTS	000000	2.49
		I-19678	101-4310-425	REPAIRS MIUSB SYNCABLE/STRTS	000000	9.99
01-0782	JACOBS PRECISION WELDIN					
		I-32849	101-4310-426	SUPPLIES 1"x42"x42" PLATE CUT TO SIZE/S	000000	887.29
		I-32858	101-4310-425	REPAIRS 3/16" X 4 FLAT BAR X 36"/STRTS	000000	10.80
01-0966	PETTY CASH-FINANCE OFFI					
		I-072926-7	101-4310-426	SUPPLIES KITCHEN SUPPLIES	000000	6.96
01-1003	VERIZON WIRELESS					
		I-6148276161	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	35.60
01-1098	HILLYARD					
		I-90160024	101-4310-425	REPAIRS REPAIRS TO WATER UNIT GENIE/ST	000000	806.15
01-1653	AUTO VALUE CENTRAL CITY					
		I-832073602	101-4310-426	SUPPLIES 1/2 DR FLEX HEAD I-B/STRTS	000000	214.95
		I-832073635	101-4310-426	SUPPLIES HARMONIC BALANCER/STRTS	000000	21.99
		I-832073826	101-4310-426	SUPPLIES (3) OIL FILTERS/STRTS	000000	22.20
		I-832073976	101-4310-426	SUPPLIES TESTERS-ADAPTERS/STRTS	000000	143.79
		I-832074261	101-4310-426	SUPPLIES GM HARMONIC BALANCER/STRTS	000000	155.28
01-3314	CENTURY BUSINESS PRODUC					
		I-854736	101-4310-426	SUPPLIES CONTRACT 2/9/26-5/8/26	000000	75.97
		I-863650	101-4310-426	SUPPLIES CONTRACT 6/9/26-7/8/26	000000	40.34
01-3342	RASMUSSEN MECHANICAL SE					
		I-JC17804	101-4310-433	IMPROVEMENTS PW EXHAUST INSTALL FINAL INV/S	000000	8,577.00
01-5310	WAREING BELLE FOURCHE					
		I-6025356/1	101-4310-425	REPAIRS REPAIRS TO 2014 FORD/STRTS	000000	1,028.17
01-5321	THE JUNK DRAWER					
		I-1128	101-4310-426	SUPPLIES (3) T- SHIRTS/STREETS	000000	130.50
					DEPARTMENT 310 STREETS	TOTAL: 25,976.31
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/2026	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	6,378.90
01-0578	WATERS HARDWARE					
		I-19102	101-4520-426	SUPPLIES FERRULES-STOPS/PARKS	000000	3.29
		I-19138	101-4520-426	SUPPLIES TAN DECK SCREWS/PARKS	000000	25.98
		I-19213	101-4520-426	SUPPLIES TAN DECK SCREWS/PARKS	000000	12.99
		I-19235	101-4520-426	SUPPLIES GRAFFITI REMOVER/PARKS	000000	15.99

PACKET: 07572 08/04/26 COMBINED

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 HARDWARE	continued				
		I-19292	101-4520-426	SUPPLIES 2" 90D PVC ELBOW/PARKS	000000	4.99
		I-19396	101-4520-426	SUPPLIES 2" BALL VALVE/PARKS	000000	18.99
		I-19410	101-4520-426	SUPPLIES MALE ADAPTER-PVC ELBOW/PARKS	000000	12.97
		I-19444	101-4520-426	SUPPLIES HOSE SHUT OFF/PARKS	000000	8.98
		I-19462	101-4520-426	SUPPLIES INS COUPLING-ADAPTER/PARKS	000000	3.98
		I-19760	101-4520-426	SUPPLIES 4 LB BLOOM BOOSTER/PARKS	000000	19.99
01-0798	WARNE GREEN FORCE					
		I-453450	101-4520-422	PROFESSIONAL EXTERIOR PEST CONTROL/PARKS	000000	2,100.00
01-1653	AUTO VALUE CENTRAL CITY					
		I-832072934	101-4520-426	SUPPLIES R-134A POLAR ICE WIT/PARKS	000000	75.99
01-2069	BARCO PRODUCTS					
		I-INVRCO41136	101-4520-426	SUPPLIES MEMORIAL BENCH-STONEBERGER/PAR	000000	1,205.50
01-2221	SD DEPT. OF LABOR					
		I-073029-2	101-4520-411	SALARIES BENEFITS CHARGES	000000	3,574.32
01-3060	QUIK SIGNS					
		I-55081	101-4520-426	SUPPLIES (3) MOUNTED BANNER/PARKS	000000	608.89
		I-55112	101-4520-426	SUPPLIES (2) 10 X 30 ORACAL/PARKS	000000	115.99
01-3094	BOMGAARS					
		I-07/16/26 STATEMENT	101-4520-426	SUPPLIES MULCH-SHOES/PARKS	000000	391.84
01-3314	CENTURY BUSINESS PRODUC					
		I-854736	101-4520-426	SUPPLIES CONTRACT 2/9/26-5/8/26	000000	75.96
		I-863650	101-4520-426	SUPPLIES CONTRACT 6/9/26-7/8/26	000000	40.34
01-4711	AMAZON CAPITAL SERVICES					
		I-19W6-MX6L-HGNJ	101-4520-426	SUPPLIES AMERICAN FLAGS 5X8-6X10/PARKS	000000	285.23
01-4721	TOWEY DESIGN GROUP INC.					
		I-26-1854	101-4520-422-01	PROF SERV- FE WHITEWOOD CREEK LOMR/PARKS	000000	1,037.00
01-5601	BROWN & ASSOCIATES					
		I-#1-2026	101-4520-426	SUPPLIES (12) NECK COOLERS/PARKS	000000	132.90
				DEPARTMENT 520 PARKS	TOTAL:	16,151.01

01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/2026	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	672.89
01-1786	PETTY CASH/HISTORIC PRE					
		I-08042026	101-4640-422	PROFESSIONAL PETTY CASH REIMBURSE.	000000	53.61

PACKET: 07572 08/04/26 COMBINED
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 640 PLANNING AND ZONING
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3314	CENTURY BUSINESS PRODUC					
		I-854736	101-4640-426	SUPPLIES CONTRACT 2/9/26-5/8/26	000000	75.97
		I-863650	101-4640-426	SUPPLIES CONTRACT 6/9/26-7/8/26	000000	40.34
01-4711	AMAZON CAPITAL SERVICES					
		I-1RGH-KFJD-JJXC	101-4640-426	SUPPLIES PZ SUPPLIES	000000	12.99
01-5052	AVID4 ENGINEERING					
		I-23-123.33	101-4640-422	PROFESSIONAL BOOT HILL DEANN. EXHIBIT	000000	145.00
DEPARTMENT 640 PLANNING AND ZONING TOTAL:						1,000.80
01-3720	SD DEPT OF PUBLIC SAFET					
		I-073026	101-4710-441	PRINCIPLE FEDERAL SHARE OF ADVANCE	000000	5,681,250.00
		I-073026	101-4710-441	PRINCIPLE LOCAL SHARE OF ADVANCE	000000	932,245.72
		I-073026	101-4710-442	INTEREST INTEREST LOCAL SHR OF ADVNC	000000	3,116.00
DEPARTMENT 710 DEBT SERVICE TOTAL:						6,616,611.72
FUND 101 GENERAL FUND TOTAL:						6,718,994.48

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0128	SD LIBRARY ASSOCIATION	I-200002266	206-4550-427	TRAVEL CONF REG/PENK & TOLAR	000000	750.00
01-0433	WELLMARK BLUE CROSS BLU	I-07/01/2026	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,345.78
01-4317	VIGILANT BUSINESS SOLUT	I-4968	206-4550-422	PROFESSIONAL LIB-CR RPT, VHCL RPT	000000	87.50
01-4711	AMAZON CAPITAL SERVICES	I-1DGK-NNW1-NW97	206-4550-426	SUPPLIES DISINFECTING WIPES,BINDER	000000	56.33
DEPARTMENT 550 LIBRARY					TOTAL:	2,239.61
FUND 206 LIBRARY FUND					TOTAL:	2,239.61

01/31/2026 8:34 AM
PACKET: 07572 08/04/26 COMBINED
VENDOR SET: 01
FUND : 209 BED & BOOZE FUND
DEPARTMENT: 510 REC CENTER
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

Section 4 Item a.

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-07/01/2026	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,687.33
01-0578	WATERS HARDWARE	I-19603	209-4510-426	SUPPLIES 4 PK BIGFOOT MOUSE TRAP/REC	000000	3.29
01-1502	BLACK HILLS CHEMICAL	I-319679	209-4510-426	SUPPLIES GLOVE-WIPES-DETERGENT-TP/REC	000000	1,050.96
01-1909	AMERICAN RED CROSS TRAI	I-23301585	209-4510-422	PROFESSIONAL (3) BABYSITTER TRAINING/REC	000000	126.00
		I-23389415	209-4510-422	PROFESSIONAL (5) LIFEGUARD RE-CERTS/REC	000000	240.00
01-2645	HAWKINS INC	I-7500098	209-4510-426	SUPPLIES POOL CHEMICALS/REC CENTER	000000	1,433.96
01-4711	AMAZON CAPITAL SERVICES	I-1XNL-WKFL-9T96	209-4510-426	SUPPLIES (4) GALLONS SHOWER GEL/REC	000000	103.91
01-5549	T & W APPLIANCE LLC	I-418206	209-4510-425	REPAIRS REPAIRS TO SPD QUEEN DRYER/REC	000000	106.77
				DEPARTMENT 510 REC CENTER	TOTAL:	6,752.22
				FUND 209 BED & BOOZE FUND	TOTAL:	6,752.22

PACKET: 07572 08/04/26 COMBINED

VENDOR SET: 01

FUND : 211 BID #9

DEPARTMENT: 630 BID #9

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4576	DEADWOOD CHAMBER - OUTL	I-072826-2	211-4630-423	MARKETING	BID 9 OUTLAW SQUARE	000000 55,000.00
					DEPARTMENT 630 BID #9	TOTAL: 55,000.00
					FUND 211 BID #9	TOTAL: 55,000.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-073026-3	212-4630-423	MARKETING	BID 8 EVENTS GRP SALES ADVERT	000000 13,325.90
01-1441	DAYS OF '76, INC.	I-073026-3	212-4630-423	MARKETING	BID8 SP'SHIP '26 DAYS 76 CELB	000000 25,000.00
01-3602	DEADWOOD GAMING ASSOCIA	I-638	212-4630-422	PROFESSIONAL	BID 8 CONTRIBUTIONS	000000 10,000.00
				DEPARTMENT 630	BID 8	TOTAL: 48,325.90
				FUND	212 BID #8	TOTAL: 48,325.90

7/31/2026 8:34 AM REGULAR DEPARTMENT PAYMENT REGISTER
PACKET: 07572 08/04/26 COMBINED
VENDOR SET: 01
FUND : 215 HISTORIC PRESERVATION
DEPARTMENT: 572 HP VISITOR MGMT AND INFOR
BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-71426	215-4572-210	VISITOR MGMT HPC MARKETING	000000	41,103.42
		I-71426	215-4572-215	VISITOR MGMT QTRLY HISTORY/INFO CENTER	000000	17,500.00
		I-71426	215-4572-235	VISITOR MGMT HPC 150TH MARKETING	000000	1,649.25
01-1786	PETTY CASH/HISTORIC PRE					
		I-08042026	215-4572-235	VISITOR MGMT PETTY CASH REIMBURSE.	000000	4.45
01-2048	NEWELL MUSEUM					
		I-07222026	215-4572-235	VISITOR MGMT GARAGE RESTORE PROJECT	000000	613.00
01-3060	QUIK SIGNS					
		I-55197	215-4572-235	VISITOR MGMT GOLD ST. INTRO PANEL	000000	293.77
01-4711	AMAZON CAPITAL SERVICES					
		I-1WVH-CDPD-LD4Y	215-4572-235	VISITOR MGMT HP SUPP/CHUCKWAGON TABLECLOTHS	000000	64.75
01-5052	AVID4 ENGINEERING					
		I-23-123.33	215-4572-235	VISITOR MGMT ARCHIVES "ALL ROADS"	000000	505.00
01-5321	THE JUNK DRAWER					
		I-1121	215-4572-235	VISITOR MGMT COMMISSIONER 150TH TSHIRTS	000000	203.00
01-5599	MADLER, CHARLES MICHAEL					
		I-26-1001	215-4572-235	VISITOR MGMT RESEARCH&GIS ROADS TO DWD PROJ	000000	3,150.34
				DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL:	65,086.98
01-0451	RUNGE, MIKE					
		I-72226	215-4573-335	HIST. INTERP. ARCHIVES USPS MOVETTE FILM	000000	111.39
01-1786	PETTY CASH/HISTORIC PRE					
		I-08042026	215-4573-335	HIST. INTERP. PETTY CASH REIMBURSE.	000000	8.62
01-2014	TOMS, DON					
		I-72126	215-4573-335	HIST. INTERP. LEDGER PROJECT CONT.	000000	600.00
01-3788	ART HOUSE RAPID CITY					
		I-001221	215-4573-335	HIST. INTERP. RESTORE IMAGE - NATURAL PAPER	000000	203.40
01-4711	AMAZON CAPITAL SERVICES					
		I-1RGH-KFJD-JJXC	215-4573-335	HIST. INTERP. ARCH SUPPLIES	000000	23.16
01-5052	AVID4 ENGINEERING					
		I-23-123.33	215-4573-340	HIST. INTERP. ESRI REPS/ & 59 LINCOLN	000000	435.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	1,381.57

PACKET: 07572 08/04/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 07/24/26	215-4575-505-05	142 SHERMAN S SENIOR CENTER 142 SHERMAN	000000	28.60
01-3552	COMPETITIVE MASONRY					
		I-174837	215-4575-525	GRANT/LOAN PA 85 CHARLES RW	000000	16,913.30
01-4739	WATERS HARDWARE-HP PAIN					
		I-19378 /S	215-4575-525	GRANT/LOAN PA 37 LINCOLN	000000	579.96
		I-19397 /S	215-4575-525	GRANT/LOAN PA 906 MAIN	000000	117.98
		I-19526 /S	215-4575-525	GRANT/LOAN PA 374 WILLIAMS	000000	26.99
		I-19542 /S	215-4575-525	GRANT/LOAN PA 374 WILLIAMS	000000	129.98
		I-19635 /S	215-4575-525	GRANT/LOAN PA 374 WILLIAMS	000000	25.98
		I-19863 /S	215-4575-525	GRANT/LOAN PA 65 FOREST	000000	197.96
01-5598	BESEDA HALL INC					
		I-72126	215-4575-520	GRANT/LOAN PR 2026 RD1 OUTSIDE DWD GRANT	000000	2,500.00
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	20,520.75
01-4497	DRINGMAN, PAT					
		I-62326	215-4576-630	PROFES. SERV. STAGE RUN PICNIC	000000	16.20
		I-71826	215-4576-630	PROFES. SERV. STAGE RUN PICNIC	000000	29.76
				DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL:	45.96
01-0407	SHERWIN WILLIAMS CO					
		I-75287218160726	215-4577-735	CAPITAL ASSET RODEOGROUNDS CIP	000000	986.25
		I-75451218160726	215-4577-735	CAPITAL ASSET GRANDSTAND-RODEO CIP	000000	444.50
		I-77283218160726	215-4577-735	CAPITAL ASSET SHAGBARK PAINT/HP GRANDSTANDS	000000	222.25
		I-86899212640726	215-4577-735	CAPITAL ASSET RODEOGROUNDS CIP	000000	666.75
01-0551	MENARD'S					
		I-5395	215-4577-735	CAPITAL ASSET ARENA RAIL-RODEO CIP	000000	147.20
01-0578	WATERS HARDWARE					
		I-19277	215-4577-735	CAPITAL ASSET BOLTS-SCREWS/HP GRANDST	000000	56.48
		I-19287	215-4577-735	CAPITAL ASSET KNIT ROLLER COVER/HP GRANDST	000000	47.45
		I-19315	215-4577-735	CAPITAL ASSET (3) FLT PAINT BRUSH/HP GRANDST	000000	56.97
		I-19477/25	215-4577-735	CAPITAL ASSET STAIN GRANDSTANDS SUPPLIES	000000	112.95
		I-19528/25	215-4577-735	CAPITAL ASSET STAIN GRANDSTANDS SUPPLIES	000000	139.92
01-3374	JORGENSEN LOG HOMES INC					
		I-5340	215-4577-735	CAPITAL ASSET PONDEROSA LOG-RODEOGROUNDS	000000	180.00
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS	OTOTAL:	3,060.72

PACKET: 07572 08/04/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/2026	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,266.56
01-0451	RUNGE, MIKE					
		I-072826-3	215-4641-427	TRAVEL BOULDER CO ARCHIVES	000000	319.89
01-1003	VERIZON WIRELESS					
		I-6148276161	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01
01-1652	BLOOMERS FLOWERS & GIFT					
		I-41339	215-4641-426	SUPPLIES RUNGE FAMILY PEACE LILY	000000	80.00
01-1786	PETTY CASH/HISTORIC PRE					
		I-08042026	215-4641-426	SUPPLIES PETTY CASH REIMBURSE.	000000	7.44
01-1827	MS MAIL					
		I-15940	215-4641-423	PUBLISHING JULY NEWSLETTER	000000	2,265.32
01-3314	CENTURY BUSINESS PRODUC					
		I-854736	215-4641-428	UTILITIES CONTRACT 2/9/26-5/8/26	000000	75.97
		I-863650	215-4641-426	SUPPLIES CONTRACT 6/9/26-7/8/26	000000	40.35
01-4317	VIGILANT BUSINESS SOLUT					
		I-4968	215-4641-422	PROFESSIONAL TRLY-BG SCRNM, VEHCL RPT	000000	46.50
01-4625	FIB CREDIT CARDS					
		I-72526	215-4641-422	PROFESSIONAL 6/30/26 P&T - PAY HP AZURE	000000	467.81
01-4711	AMAZON CAPITAL SERVICES					
		I-1RGH-KFJD-JJXC	215-4641-426	SUPPLIES HP SUPPLIES	000000	279.65
		I-1WVH-CDPD-LD4Y	215-4641-426	SUPPLIES HP SUPP/CHUCKWAGON TABLECLOTHS	000000	52.56
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	6,942.06
				FUND 215 HISTORIC PRESERVATION	TOTAL:	97,038.04

PACKET: 07572 08/04/26 COMBINED

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: 653 REVOLVING LOAN

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1496	LAWRENCE CO. REGISTER O					
		I-071526	216-4653-960	CLOSING CO REC FEE 31 CENTENNIAL	000000	30.00
01-5051	SODAK TITLE					
		I-OE-0341-26	216-4653-960	CLOSING CO OW 25 MCKINLEY SAMPSON	000000	150.00
		I-OE-0449-25-1	216-4653-960	CLOSING CO OE 49 TERRACE PETERSON	000000	35.00
DEPARTMENT 653 REVOLVING LOAN						TOTAL: 215.00

FUND 216 REVOLVING LOAN						TOTAL: 215.00

PACKET: 07572 08/04/26 COMBINED

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0407	SHERWIN WILLIAMS CO					
		I-77283218160726	602-4330-426	SUPPLIES BAKED COOKIE PAINT/WATER	000000	239.75
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/2026	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,010.22
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 07/24/26	602-4330-428	UTILITIES PERMANENT METER LOCATION	000000	81.95
		I-NAT GAS 07/24/26	602-4330-428	UTILITIES CITY SHOP PUBLIC WORKS WATER	000000	30.47
01-0578	WATERS HARDWARE					
		I-19127	602-4330-425	REPAIRS BRUSH-TRAY-SPRAY PAINT/WATER	000000	140.65
		I-19219	602-4330-426	SUPPLIES PAINT BRUSHES/WATER	000000	23.48
		I-19224	602-4330-426	SUPPLIES PAINT BRUSH-BOW BRUSH/WATER	000000	42.49
		I-19346	602-4330-426	SUPPLIES BRUSH-COVER-LINER/WATER	000000	105.44
		I-19422	602-4330-426	SUPPLIES PAINT BRUSH SET/WATER	000000	27.99
		I-19533	602-4330-426	SUPPLIES KNIT MARATHON COVER/WATER	000000	35.97
		I-19557	602-4330-426	SUPPLIES WASP-HORNET SPRAY/WATER	000000	7.99
		I-19608	602-4330-426	SUPPLIES WASP-HORNET SPRAY/WATER	000000	12.99
		I-19674	602-4330-426	SUPPLIES SLEDGE-SHOVEL-SCREWDRIVER/WTR	000000	169.96
		I-19679	602-4330-426	SUPPLIES 3" PAINT BRUSH/WATER	000000	27.98
		I-19721	602-4330-426	SUPPLIES (2) GLIDE BRUSH/WATER	000000	27.98
		I-19754	602-4330-426	SUPPLIES BLACK PIPE/WATER	000000	39.99
		I-19839	602-4330-426	SUPPLIES MISC BOLTS-SCREWS/WATER	000000	10.45
		I-19854	602-4330-426	SUPPLIES DIB PAINT THINNER/WATER	000000	16.99
		I-19884	602-4330-426	SUPPLIES JD GREEN SPRAY PAINT/WATER	000000	19.98
01-1003	VERIZON WIRELESS					
		I-6148276161	602-4330-422	PROFESSIONAL PLUMA TANKS/WATER	000000	40.01
		I-6148276161	602-4330-422	PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR	000000	120.03
		I-6148276161	602-4330-422	PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER	000000	160.04
		I-6148276161	602-4330-422	PROFESSIONAL ON CALL PHONE/WATER	000000	39.73
		I-6148276161	602-4330-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	39.73
01-1365	SD PUBLIC HEALTH LAB					
		I-10627896	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	40.00
01-3314	CENTURY BUSINESS PRODUC					
		I-854736	602-4330-426	SUPPLIES CONTRACT 2/9/26-5/8/26	000000	75.97
		I-863650	602-4330-426	SUPPLIES CONTRACT 6/9/26-7/8/26	000000	40.34
01-4107	UTILITY SERVICE CO., IN					
		I-652123 652124	602-4330-422	PROFESSIONAL 400,000 MCGVRN TANK MAINT	000000	24,770.00
		I-652123 652124	602-4330-422	PROFESSIONAL 500,000 MCGVRN TANK MAINT	000000	12,878.00
01-4721	TOWEY DESIGN GROUP INC.					
		I-26-1832	602-4330-437	CAPITAL OUTLA HWY 85 DRINK WATER EXP/WTR	000000	4,292.50
01-5321	THE JUNK DRAWER					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-5321	THE JUNK DRAWER		continued			
		I-1128	602-4330-426	SUPPLIES (3) T- SHIRTS/WATER	000000	43.50
01-5600	BLACK HILLS TRUSS					
		I-13496869	602-4330-433	IMPROVEMENTS ROOF TRUSS/WATER	000000	326.00
				DEPARTMENT 330 WATER	TOTAL:	47,938.57

				FUND 602 WATER FUND	TOTAL:	47,938.57

PACKET: 07572 08/04/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3558	DEADWOOD HISTORY, INC.					
		I-32939	607-4580-426	SUPPLIES	BH PIONEER COOP SUMMER STAY/MM 000000	122.50
01-3838	BLUEPEAK					
		I-PHONE 07/21/26 MM	607-4580-428	UTILITIES	TELEPHONE - ACCT 7801	165.09
		I-PHONE 07/21/26 MM	607-4580-428	UTILITIES	TELEPHONE - ACCT 5801	50.61
		I-PHONE 07/21/26 MM	607-4580-428	UTILITIES	TELEPHONE - ACCT 6501	135.70
01-4625	FIB CREDIT CARDS					
		I-72526	607-4580-422	PROFESSIONAL	6/30/26 P&T - PAY HP AZURE	467.80
				DEPARTMENT 580	HISTORIC CEMETERIES	TOTAL: 941.70
				FUND	607 HISTORIC CEMETERIES	TOTAL: 941.70

PACKET: 07572 08/04/26 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/2026	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,928.44
01-0508	GALLS, LLC					
		I-035640436	610-4360-426	SUPPLIES TACLITE PRO PANT/P&T	000000	67.00
		I-035660329	610-4360-426	SUPPLIES POLY BIKE PATROL POLO/P&T	000000	67.00
01-0578	WATERS HARDWARE					
		I-19755	610-4360-426	SUPPLIES SVR DUCT TAPE/P&T	000000	5.49
01-0598	SUMMIT SIGNS AND SUPPLY					
		I-69768	610-4360-426	SUPPLIES (8) 30"X30" SIGN NO TRUCKS/P&T	000000	1,350.00
01-1003	VERIZON WIRELESS					
		I-6148276161	610-4360-422	PROFESSIONAL PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-6148276161	610-4360-422	PROFESSIONAL (3) PARKING ENFORCEMT SYS/P&T	000000	119.19
01-3060	QUIK SIGNS					
		I-55148	610-4360-426	SUPPLIES (15) 4X8 LAMINATE ORACAL/P&T	000000	82.27
		I-55170	610-4360-426	SUPPLIES (2) 24X30 ORACAL ALUM BLK/P&T	000000	325.56
01-3156	BRANDON INDUSTRIES INC.					
		I-2022951-IN	610-4360-426	SUPPLIES 12"X18" SIGN BUS DROP OFF/P&T	000000	107.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1V73-FHRY-DW6K	610-4360-426	SUPPLIES (2) EARPIECES W/ MIC/P&T	000000	55.90
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						7,147.86
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/2026	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,350.25
01-0578	WATERS HARDWARE					
		I-19349	610-4361-426	SUPPLIES WHITE FLAT CORD/TROLLEY	000000	8.49
		I-19463	610-4361-426	SUPPLIES HOSE BARB-COUPPLING-TAPE/TROLLE	000000	72.97
		I-19630	610-4361-426	SUPPLIES PACKING-MAGIC TAPE-PAPER/TROLL	000000	33.47
01-0966	PETTY CASH-FINANCE OFFI					
		I-072926-7	610-4361-426	SUPPLIES ZIP LOCK BAGS	000000	9.00
01-1653	AUTO VALUE CENTRAL CITY					
		I-832073132	610-4361-426	SUPPLIES OIL DOMESTIC MASTER/TROLLEY	000000	84.48
		I-832074511	610-4361-426	SUPPLIES REAR DISC BRAKE PAD/TROLLEY	000000	93.99
01-4317	VIGILANT BUSINESS SOLUT					
		I-4968	610-4361-422	PROFESSIONAL HP-BG SCRIN, VHCL RPT	000000	46.50
01-4625	FIB CREDIT CARDS					

7/31/2026 8:34 AM REGULAR DEPARTMENT PAYMENT REGISTER
PACKET: 07572 08/04/26 COMBINED
VENDOR SET: 01
FUND : 610 PARKING/TRANSPORTATION
DEPARTMENT: 361 TROLLEY DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-4625	FIB CREDIT CARDS	continued				
	I-72526	610-4361-422	PROFESSIONAL	6/30/26 P&T - PAY HP AZURE	000000	467.80
01-5604	NELSON CHIROPRACTIC					
	I-17184	610-4361-422	PROFESSIONAL	CDL RENEWAL - CRANNY	000000	120.00
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	3,286.95

01-0433	WELLMARK BLUE CROSS BLU					
	I-07/01/2026	610-4362-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	672.89
01-0578	WATERS HARDWARE					
	I-19565	610-4362-426	SUPPLIES	CARBIDE BLD/PARKING RAMP	000000	45.99
	I-19655	610-4362-426	SUPPLIES	MISC BOLTS-SCREWS/PARKING RAMP	000000	2.30
	I-19861	610-4362-425	REPAIRS	CLEAT-CLIP-PULLEY-CABLE/RAMP	000000	78.74
	I-19874	610-4362-425	REPAIRS	ROPE CLIP-BOTS-SCREWS/RAMP	000000	15.21
01-3151	KONE CHICAGO					
	I-1159184246	610-4362-422	PROFESSIONAL	REPAIR-RESET ELEVATOR/RAMP	000000	1,038.30
01-3838	BLUEPEAK					
	I-PHONE07/21/26 RAMP	610-4362-428	UTILITIES	TELEPHONE 07/20-08/19/26/RAMP	000000	172.09
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	2,025.52

				FUND 610 PARKING/TRANSPORTATION	TOTAL:	12,460.33

PACKET: 07572 08/04/26 COMBINED
VENDOR SET: 01
FUND : 720 DEPOSITS HELD
DEPARTMENT: 000 NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1441	DAYS OF '76, INC.	I-072926-4	720-4000-429	OTHER DEPOSIT REFUND-DAYS OF 76	000000	2,350.00
01-2942	FIRST GOLD HOTEL	I-072926-2	720-4000-429	OTHER DEPOSIT REFUND-3 WHEELER EVENT	000000	2,050.00
01-5243	WO MOTORSPORTS LLC	I-072926	720-4000-429	OTHER DEPOSIT REFUND-WO MOTOR SPORTS	000000	2,350.00
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	6,750.00
				FUND 720 DEPOSITS HELD	TOTAL:	6,750.00

7/31/2026 8:34 AM
PACKET: 07572 08/04/26 COMBINED
VENDOR SET: 01
FUND : 721 TIF #9 OPTIMA
DEPARTMENT: 000 NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3673	LIBERTY NATIONAL BANK					
		I-072926-6	721-4000-429	OTHER #60004256 - TIF #9	000000	111,155.93
DEPARTMENT 000 NON-DEPARTMENTAL					TOTAL:	111,155.93
FUND 721 TIF #9 OPTIMA					TOTAL:	111,155.93

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0585	SD DEPT. OF REVENUE					
		I-JUNE-072426	722-2190	AMOUNTS HELD SALES TAX DUR FOR JUNE '26	000000	10,267.92
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	10,267.92

			FUND	722 SALES TAX AGENCY	TOTAL:	10,267.92

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5357	SD HOUSING DEVELOPMENT					
		I-072926-5	728-4000-429	OTHER #CHDP01075 - TIF #13	000000	1,242.68
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	1,242.68
				FUND 728 TIF # 13 - WJP HOLDINGS	TOTAL:	1,242.68
					REPORT GRAND TOTAL:	7,119,322.38

Proclamation

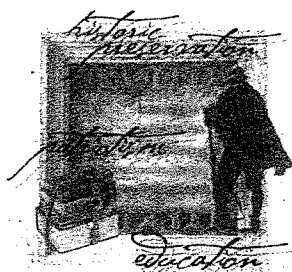
WHEREAS, Dick Richard Hermann of St. Onge was born on March 21, 1948, and was the fourth child born on the family farm near Lesterville, South Dakota; and

WHEREAS, Dick enlisted in the United States Navy in 1966. He was given an assignment as a gunner's mate. He received a Purple Heart for a shrapnel wound and also a heavy combat fire that cost Dick the loss of all his fellow crewman. Richard received the Bronze Star which is the 4th ranking award for meritorious valor in the line of combat. Dick retired from the Navy National Guard with the rank of E-6 Gunners Mate 1st class, having served 24 years of service to the United States Navy; and

WHEREAS, Dick enjoyed the country life, was a Saddle Bronc rider and was loved by all on the Rodeo circuit. He was a pick-up man at rodeos for many years including our very own Days of '76 rodeo. He participated in many parades with his horse team, was a pilot and flew cargo for various businesses including the State of South Dakota; and

NOW, THEREFORE, I, Mayor Charlie Struble-Mook, do hereby proclaim **July 22, 2026**, as **Dick Hermann Day** in the City of Deadwood, South Dakota, and call upon the people of Deadwood to celebrate the life of a citizen, true friend and outstanding supporter of Historic Deadwood.

Mayor Charlie Struble-Mook



MaryChilton
DAR FOUNDATION

Post Office Box 90716
Sioux Falls, SD 57109-0716
(605) 335-0794
www.dar-marychiltonfoundation.org

July 15, 2026

City of Deadwood
Attn: Michael Runge
108 Sherman St
Deadwood, SD 57732

Dear Mr. Runge:

I am enclosing with this letter a check from the Mary Chilton DAR Foundation in the amount of \$4,115.50 in final payment of the grant made to the City of Deadwood and the Deadwood Historic Preservation Commission for the Digitization of the Black Hills Trust & Savings Bank Records project.

The Foundation is pleased it was able to support this project and wishes the City of Deadwood and the Deadwood Historic Preservation best in its future endeavors.

Best Regards,

MARY CHILTON DAR FOUNDATION

Angie Kuiper
Executive Administrator
605-743-0927
angie@mcdarfoundation.org

Enclosures



Computer & Internet Use Policy

Policy Statement

The Deadwood Public Library offers dedicated Internet terminals and a wireless network where the public may browse the Internet free of charge upon agreeing to our Internet Terms of Use.

The library's online access enables the integration of electronic resources from information networks worldwide with the library's other resources. The availability of public-access computers and the Internet enables the library to provide digital information beyond its own collection, thereby meeting the personal, professional, and educational needs of the community.

Internet filters are utilized on the library's public computers and wireless networks; however, users are responsible for determining what online information is appropriate for themselves and their dependent minors.

Public computers:

- One hour of Internet access per day per patron, with the opportunity for time extensions left to the staff's discretion, if no other patrons are waiting.
- Parents of minor children must indicate their consent on the child's library card prior to the child using the Internet.
- The computer in the children's area does not require parental consent because it is not connected to the Internet and contains only age-appropriate games.
- Printing is available for a fee of 0.25 per black and white page and 0.50 per color page.
- Laptops are available for checkout for in-library use in 1-hour increments to cardholders in good standing.
- Food and beverages are not allowed while using the public computers or laptops.
- Licensing agreements with providers of online subscription databases available to users allow for in-library use only and may not be accessed remotely.

Catalog computer:

- Use is limited to research. Activities such as general web browsing, social networking, or gaming are not permitted.
- Available on a first-come, first-served basis.

Wireless network:

- No time limits.
- All terms of use for Internet access apply.



Computer & Internet Use Policy

Terms of Use

The library has established these terms of use to ensure that use of the library's network is consistent with the nature of its services. Failure to comply with these terms may result in suspension or termination of the user's privileges. All library staff have the authority to end any computer session at any given time.

Users shall read *the Terms and Conditions of Use* and click "I Agree" on screen, indicating that they understand and agree to abide by these policies and regulations before using the Internet.

All users are expected to use the library's electronic resources in a responsible manner that includes, but is not limited to:

- Using resources for educational, informational, and recreational purposes only, not illegal.
- Respecting the privacy of others by not misrepresenting oneself as another user; by not attempting to modify or gain access to files, passwords, or data belonging to others; by not seeking unauthorized access to any computer system or damaging or altering software components or any networks or databases.
- Making or printing only authorized copies of copyrighted or licensed software or data.
- Using headphones as needed to keep from disturbing other users.
- Not sending, receiving, printing, or displaying text or graphics that may reasonably be construed as obscene as defined by the US Supreme Court in *Miller v. California*.
- Not making any changes to the setup or configuration of the software or hardware on the library's computers. Any person who knowingly alters programs or data, destroys any part of the library's computer system, or discloses passwords from the library's computers may be prosecuted for unlawful use of a computer under provisions of SDCL 43-43B-1. Such individuals may be financially liable for damages, including court costs.
- While the library upholds users' rights to privacy and confidentiality in their use of all library resources, the nature of electronic resources makes it impossible to guarantee these rights. Ultimate responsibility for resolving problems related to the invasion of users' privacy or data loss rests with the user. The library assumes no liability for loss or damage to users' data, or for any damage or injury arising from the invasion of users' privacy.
- The library is not responsible for lost data due to network, software, or power failure, transmission of viruses, or interception of data transmitted through the wireless network.



Computer & Internet Use Policy

Wireless Internet Access Terms of Use

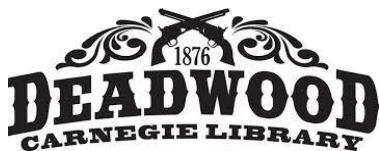
Deadwood Public Library (DPL) offers wireless Internet access in and outside the library. By using our free wireless service (Wi-Fi), you agree to abide by the library's Internet use policy. Failure to comply with these terms may result in suspension or termination of the user's privileges. All library staff have the authority to end any network session at any given time.

1. The library's wireless network is password-protected. Users must request the password from a library staff member at the Circulation Desk. Use of DPL Wi-Fi is entirely at the user's risk.
2. By choosing to connect to DPL Wi-Fi, you signify understanding that there are risks associated with use (e.g., sensitive personal information being compromised and/or potential damage to your hardware or software caused by electric surges, security issues, or consequences caused by viruses or hacking).
3. Library staff can provide general information for connecting your device to the wireless network, but cannot troubleshoot problems related to your wireless device or assist in making changes to your device's network settings and/or hardware configuration.
4. The library is not responsible for damage to personal technology.
5. The use of the library's internet connection for illegal activity will result in immediate notification of law enforcement.
6. Although efforts are made to maintain the confidentiality and privacy of personal information, the library cannot guarantee confidentiality or privacy on devices used over this network. The library assumes no responsibility or liability for the effectiveness of the filtering software that is implemented in compliance with state law.

Disclaimer

As of December 15th, 2020, the Deadwood Public Library is in compliance with the Children's Internet Protection Act (CIPA) by employing a low level of content filtering on our internet connections. This is required by the federal government to receive discounts on our telecommunications bills and possible funding opportunities through federal grants.

The Deadwood Public Library endorses the American Library Association's *Access to Digital Resources and Services: An Interpretation of the Library Bill of Rights*, Adopted January 24th, 1996 by the ALA Council; amended January 19th, 2005; July 15th, 2009, June 25, 2019' and May 29th, 2025 under previous name *Access to Electronic Information, Services, and Networks: an Interpretation of the Library Bill of Rights*.



Confidentiality & Privacy Policy

Policy Statement:

Protecting user privacy and confidentiality has long been an integral part of the Deadwood Public Library's mission. In accordance with the American Library Association's Code of Ethics: "We protect each library user's right to privacy and confidentiality with respect to information sought or received and resources consulted, borrowed, acquired, or transmitted."

Furthermore, all library patron and circulation records are strictly confidential in accordance with South Dakota Codified Laws (SDCL) 14-2-51, which states:

Confidential Library Records. All public library records containing personally identifiable information are confidential. Any information contained in public library records may not be released except by court order or upon request of a parent of a child who is under eighteen years of age. As used in this section, "personally identifiable" means any information a library maintains that would identify a patron. Acts by library officers or employees maintaining a check out system are not violations of this section.

Records of patrons' use of library resources, materials, services, or programs subject to privacy and confidentiality include, but are not limited to, all personally identifiable information (PII) (first/last name, postal address, email address, and phone number), circulation records, security footage, computer use records, information sought or received, materials consulted or borrowed, database search records, interlibrary loan records, sign-up sheets, request for reconsideration forms, and emails.

Collection & Use of Personal Information & Records

Personally identifiable information (PII) may be collected directly from a patron through in-person or online registration, library account setup, a web form, or for support purposes. PII is used to carry out standard library operations, provide patrons with information about their accounts and upcoming events, and share important information about the services the library offers. Communication may occur via phone call, text messages, or emails, all subject to the patron's consent. At any time, users may opt out of receiving messages from the library.

Checkout History

By default, the library's circulation system retains the history of items checked out on a patron's account. This feature is intended to help users keep track of past borrowing. Patrons may request to opt out of this feature or have their history cleared at any time. Access to checkout history is limited to staff and handled with the same level of confidentiality as other account information.



Confidentiality & Privacy Policy

Digital Services & Third Parties

The library works with trusted, industry-standard vendors to offer digital services like our online catalog, circulation system, messaging, and downloadable content. These partners are chosen for their strong privacy practices and commitment to security. While they do have access to limited personal information needed to provide these services, they are expected to handle all data responsibly and in line with legal and ethical standards.

Procedure

The library does not disclose or distribute (unless authorized) users' names, postal addresses, email addresses, phone numbers, borrowers' records, computer use records, or other personal information to outside parties unless required to do so pursuant to a subpoena, court order, or where otherwise required to do so by law. Library staff who are approached by a law enforcement officer or agent with any request or court order to examine or obtain the library records of any library user will ask for identification and direct the officer or agent to the Library Director or other designated person in charge, who will review the request or search warrant and seek legal advice.

Search warrants signed by the court are immediately enforceable. The Library Director or designated person in charge may request time to send the warrant to the designated legal counsel for verification. If the officer or agent wishes to immediately enforce the search warrant, staff should not interfere; instead, they should notify the Library Director or the person in charge of the search.

Library staff must be familiar with and abide by all other applicable guidelines for how to appropriately respond to requests for confidential information, whether from law enforcement or individuals.

Market: Great Plains
 Cell Site Number: SDL04992
 Cell Site Name: Deadwood Creek
 Search Ring Name: Deadwood Creek
 Fixed Asset Number: 16125488

OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by the City of Deadwood, a South Dakota municipal corporation, having a mailing address of 102 Sherman Street, Deadwood, SD 57732 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, Atlanta, GA 30319 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at City Water Tank Property on McGovern Hill Rd, Deadwood, SD 57732, in the County of Lawrence, State of South Dakota (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an exclusive option (the “**Option**”) to lease a certain portion of the Property containing approximately 544 square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the “**Premises**”), for the placement of a Communication Facility in accordance with the terms of this Agreement.

(b) During the Option Term, and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord’s title to the Property and the feasibility or suitability of the Property for Tenant’s Permitted Use, all at Tenant’s expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant’s inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant’s control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Four Hundred and No/100 Dollars (\$400.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the “**Initial Option Term**”) which term may be renewed by Tenant for an additional one (1) year (the “**Renewal Option Term**”) upon written notification to Landlord and the payment of an additional Four Hundred and No/100 Dollars (\$400.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the “**Option Term**.”

(d) The Option may be sold, assigned or transferred at any time by Tenant without the written consent of Landlord. Upon notification to Landlord of such sale, assignment or transfer, Tenant shall immediately

be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will terminate, and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("**Structure**"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Property surrounding or contiguous with the Premises as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. TERM.

(a) The initial lease term will be five (5) years (the “**Initial Term**”), commencing on the effective date of written notification by Tenant to Landlord of Tenant’s exercise of the Option (the “**Term Commencement Date**”). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (“**Annual Term**”) until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the “**Holdover Term**”), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the “**Term.**”

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the “**Rent Commencement Date**”), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, One Thousand Five Hundred and No/100 Dollars (\$1,500.00.00) (the “**Rent**”), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within ninety (90) days after the Rent Commencement Date.

(b) Upon the commencement of each Extension Term, the monthly Rent will increase by Three percent (3%) over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant’s ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant’s ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant’s sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant’s use of the Premises will be compatible with Tenant’s engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 05 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 08 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Option Term and throughout the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable

attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs

or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 01 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Tenant shall remove all of Tenant's above-ground personal property within one hundred twenty (120) days following termination of this Agreement. In the event tenant fails to remove its personal property within one hundred twenty (120) days following expiration of this Agreement, Landlord may remove the personal property and Tenant must repay Landlord for all expenses incurred in removing Tenant's personal property. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord

has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Tower Asset Group - Lease Administration
Re: Cell Site #:SDL04992; Cell Site Name: Deadwood Creek
Fixed Asset #: 16125488
1025 Lenox Park Blvd NE
Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #:SDL04992; Cell Site Name: Deadwood Creek
Fixed Asset #: 16125488
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Jessica McKeown
102 Sherman Street
Deadwood, SD 57732

With a copy to: Quentin L. Riggins
506 6th Street
Rapid City, SD 57701

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord

has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 2222(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum of Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys’ Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys’ fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

City of Deadwood
a South Dakota municipal corporation

By: _____
Print Name: [_____]_____
Its: _____[Insert Title]
Date: _____[Insert Date]

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: [_____]_____
Its: _____[Insert Title]
Date: _____[Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
 COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

 Notary Public: _____
 My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
 COUNTY OF _____)

On the ____ day of _____, 20____ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

 Notary Public: _____
 My Commission Expires: _____

EXHIBIT 1**DESCRIPTION OF PROPERTY AND PREMISES**

Page 1 of 3

to the Option and Land Lease Agreement dated [Insert Date] , 20 , by and between City of Deadwood, a South Dakota municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Tract C, McGovern Hill Addition to the City of Deadwood, located in Sections 22 & 27, T5N, R3E, B.H.M., City of Deadwood, as shown on that certain plat recorded in the office of the Lawrence County Register of Deeds as Plat Document Number 2003-4122 and comprising 2.78 acres, more or less.

The Premises are described and/or depicted as follows:

Lease Area Description:

A TWENTY FOOT (20') BY TWENTY-FIVE FOOT (25') LEASE AREA, BEING A PORTION OF TRACT C, MCGOVERN HILL ADDITION TO THE CITY OF DEADWOOD, LOCATED IN SECTIONS 22 & 27, TOWNSHIP 5 NORTH, RANGE 3 EAST, OF THE BLACK HILLS MERIDIAN, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EASTERLY CORNER OF TRACT C, MCGOVERN HILL ADDITION TO THE CITY OF DEADWOOD, THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT C, S49°57'46"W, A DISTANCE OF 20.96 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, N57°23'54"W A DISTANCE OF 58.88 FEET; THENCE N90°00'00"W A DISTANCE OF 52.79 FEET; THENCE S36°47'50"W A DISTANCE OF 116.57 FEET; THENCE S15°00'00"W A DISTANCE OF 35.00 FEET TO THE NORTHERLY CORNER OF THE LEASE AREA BEING THE POINT OF BEGINNING; THENCE S45°39'17"E A DISTANCE OF 20.00 FEET; THENCE S44°20'43"W A DISTANCE OF 25.00 FEET; THENCE N45°39'17"W A DISTANCE OF 20.00 FEET; THENCE N44°20'43"E A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING 500.00 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

EXHIBIT 1**DESCRIPTION OF PROPERTY AND PREMISES**

Page 2 of 3

20' Access/Utility Easement:

A TWENTY FOOT (20') WIDE ACCESS / UTILITY EASEMENT, BEING A PORTION OF TRACT C, MCGOVERN HILL ADDITION TO THE CITY OF DEADWOOD, LOCATED IN SECTIONS 22 & 27, TOWNSHIP 5 NORTH, RANGE 3 EAST, OF THE BLACK HILLS MERIDIAN, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EASTERLY CORNER OF TRACT C, MCGOVERN HILL ADDITION TO THE CITY

OF DEADWOOD, THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT C, S49°57'46"W, A DISTANCE OF 20.96 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, N57°23'54"W A DISTANCE OF 58.88 FEET;

THENCE N90°00'00"W A DISTANCE OF 52.79 FEET;

THENCE S36°47'50"W A DISTANCE OF 116.57 FEET;

THENCE S15°00'00"W A DISTANCE OF 35.00 FEET;

THENCE S44°20'43"W A DISTANCE OF 25.00 FEET;

THENCE N45°39'17"W A DISTANCE OF 20.00 FEET;

THENCE N44°20'43"E A DISTANCE OF 19.76 FEET;

THENCE N15°00'00"E A DISTANCE OF 33.61 FEET;

THENCE N36°47'50"E A DISTANCE OF 130.44 FEET;

THENCE N90°00'00"E A DISTANCE OF 68.65 FEET;

THENCE S57°23'56"E A DISTANCE OF 70.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,116.87 SQUARE FEET OR 0.14 ACRES, MORE OR LESS.

8' Utility Easement:

A EIGHT FOOT (8') WIDE UTILITY EASEMENT, BEING A PORTION OF TRACT C, MCGOVERN HILL ADDITION TO THE CITY OF DEADWOOD, LOCATED IN SECTIONS 22 & 27, TOWNSHIP 5 NORTH, RANGE 3 EAST, OF THE BLACK HILLS MERIDIAN, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY CORNER OF TRACT C, MCGOVERN HILL ADDITION TO THE CITY OF DEADWOOD, THENCE ALONG THE EAST LINE OF SAID TRACT C, N57°23'56"W, A DISTANCE OF 70.98 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 63.00 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°46'28", AN ARC LENGTH OF 13.00 FEET;

THENCE N32°49'19"W A DISTANCE OF 13.31 FEET TO THE POINT OF BEGINNING;

THENCE S36°47'50"W A DISTANCE OF 21.25 FEET;

THENCE N90°00'00"W A DISTANCE OF 9.99 FEET;

THENCE N36°47'50"E A DISTANCE OF 35.43 FEET;

THENCE S7°30'40"E A DISTANCE OF 11.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 226.72 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 3 of 3

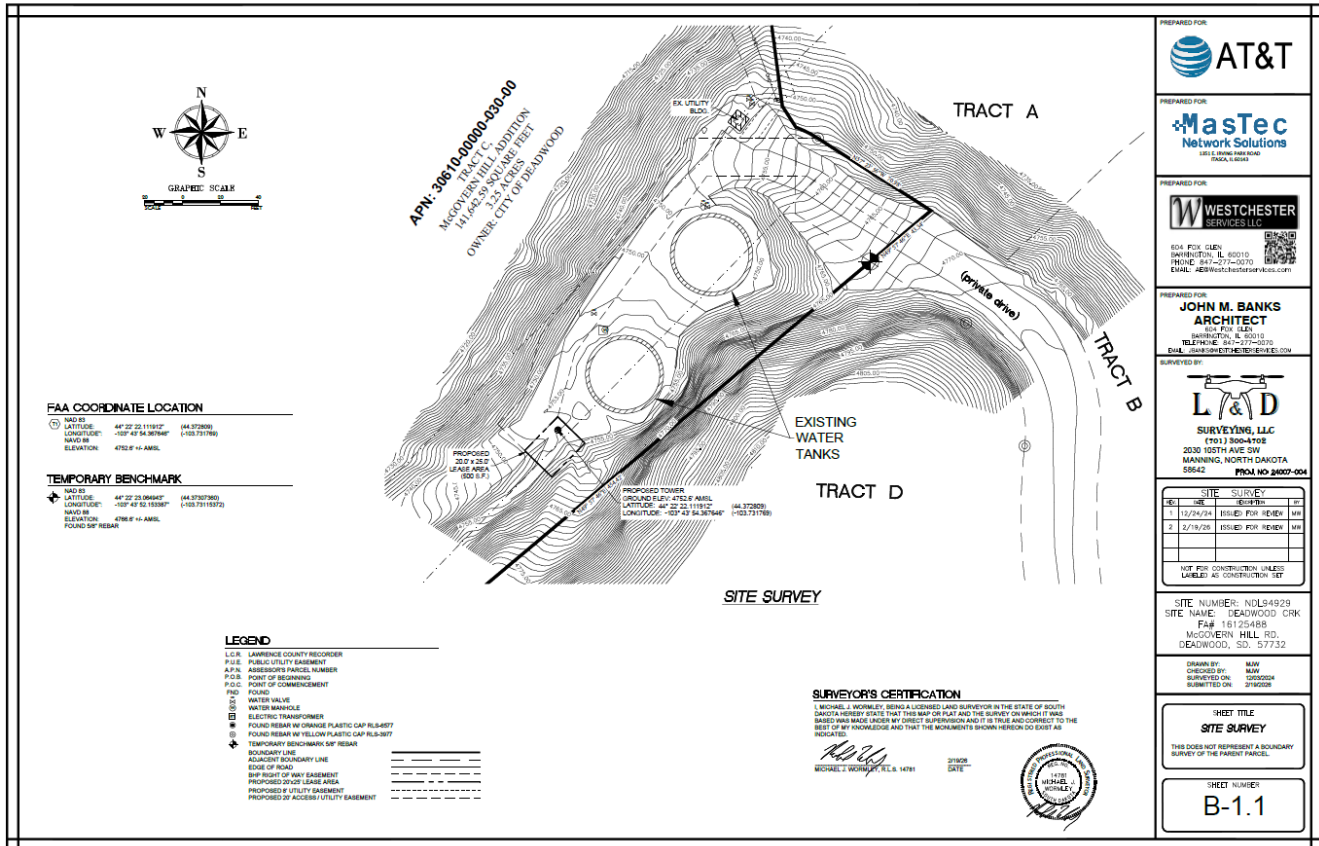


EXHIBIT 10(b)

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“**Agreement**”), dated as of the date below, between [Insert Mortgagee's Name] having its principal office at [Insert Mortgagee's Address], (hereinafter called “**Mortgagee**”) and [Insert Landlord's Name], a [Insert Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called “**Landlord**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, Atlanta, GA 30319 (“**Tenant**”).

RECITALS:

- A. Tenant has entered into a certain Option and Land Lease Agreement dated [Insert Date], 20 , (the “**Lease**”) with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the “**Premises**”); and
- B. Landlord has given to Mortgagee a mortgage in the original principal sum of [Spell Out Dollar Amount](\$) Dollars, which Mortgage has been recorded in the appropriate public office in and for Lawrence County, South Dakota (the “**Mortgage**”) upon property having a street address of McGovern Hill, Deadwood, being more fully identified on **Exhibit 1** (“**Property**”), a part of which Property contains the Premises; and
- C. Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant’s trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.
2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant’s right to possession of the Premises and any of Tenant’s other rights under the Lease in the exercise of Mortgagee’s rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.
3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD:

City of Deadwood
a South Dakota Municipal Corporation

By: _____
Print Name: [_____]_____
Its: _____[Insert Title]
Date: _____[Insert Date]

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: [_____]_____
Its: _____[Insert Title]
Date: _____[Insert Date]

MORTGAGEE:

[Insert Mortgagee's Name] ,

By: _____
Print Name: [_____]_____
Its: _____[Insert Title]
Date: _____[Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

ACKNOWLEDGEMENTS**LANDLORD**

STATE OF _____)
) ss:
 COUNTY OF _____)

On the ____ day of _____, 20____, before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

 Notary Public: _____
 My Commission Expires: _____

TENANT

STATE OF _____)
) ss:
 COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

 Notary Public: _____
 My Commission Expires: _____

MORTGAGEE

STATE OF _____)
) ss:
 COUNTY OF _____)

On the ____ day of _____, 20____ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Mortgagee for the purposes therein contained.

 Notary Public: _____
 My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

The Property is legally described as follows:

Tract C, McGovern Hill Addition to the City of Deadwood, located in Sections 22 & 27, T5N, R3E, B.H.M., City of Deadwood, as shown on that certain plat recorded in the office of the Lawrence County Register of Deeds as Plat Document Number 2003-4122 and comprising 2.78 acres, more or less.

The Premises is legally described as follows:

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

[INSERT AS APPLICABLE]

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

{This Letter Goes On Landlord's Letterhead}

[Insert Date]

Building Staff / Security Staff
City of Deadwood
102 Sherman Street
Deadwood, SD 57732

Re: Authorized Access granted to []

Dear Building and Security Staff,

Please be advised that we have signed a lease with [] permitting [] to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant [] and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, [] representatives may be seeking access to the property outside of normal business hours. [] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24(b)
MEMORANDUM OF LEASE
[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this _____ day of _____, 20____, by and between the City of Deadwood, a South Dakota municipal corporation having its principal office/residing at 102 Sherman Street, Deadwood, SD 57732 (hereinafter called “**Landlord**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, Atlanta, GA 30319 (“**Tenant**”).

1. Landlord and Tenant entered into a certain Option and Land Lease Agreement (“**Agreement**”) on the _____ day of _____, 20____, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant’s exercise of the Option, with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

City of Deadwood,
a South Dakota Municipal Corporation

By: _____
Print Name: [_____]_____
Its: _____[Insert Title]
Date: _____[Insert Date]

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: [_____]_____
Its: _____[Insert Title]
Date: _____[Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
 COUNTY OF _____)

On the ____ day of _____, 20__, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

 Notary Public: _____
 My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
 COUNTY OF _____)

On the ____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

 Notary Public: _____
 My Commission Expires: _____

EXHIBIT 1 TO MEMORANDUM OF LEASE
DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 3

to the Memorandum of Lease dated _____, 20____, by and between the City of Deadwood, a South Dakota municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Tract C, McGovern Hill Addition to the City of Deadwood, located in Sections 22 & 27, T5N, R3E, B.H.M., City of Deadwood, as shown on that certain plat recorded in the office of the Lawrence County Register of Deeds as Plat Document Number 2003-4122 and comprising 2.78 acres, more or less.

The Premises are described and/or depicted as follows:

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EXHIBIT 1 TO MEMORANDUM OF LEASE
DESCRIPTION OF PROPERTY AND PREMISES

Page 2 of 3

20' Access/Utility Easement:

A TWENTY FOOT (20') WIDE ACCESS / UTILITY EASEMENT, BEING A PORTION OF TRACT C, MCGOVERN HILL ADDITION TO THE CITY OF DEADWOOD, LOCATED IN SECTIONS 22 & 27, TOWNSHIP 5 NORTH, RANGE 3 EAST, OF THE BLACK HILLS MERIDIAN, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EASTERLY CORNER OF TRACT C, MCGOVERN HILL ADDITION TO THE CITY

OF DEADWOOD, THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT C, S49°57'46"W, A DISTANCE OF 20.96 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, N57°23'54"W A DISTANCE OF 58.88 FEET;

THENCE N90°00'00"W A DISTANCE OF 52.79 FEET;

THENCE S36°47'50"W A DISTANCE OF 116.57 FEET;

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THENCE N45°39'17"W A DISTANCE OF 20.00 FEET;

THENCE N44°20'43"E A DISTANCE OF 19.76 FEET;

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THENCE N90°00'00"E A DISTANCE OF 68.65 FEET;

THENCE S57°23'56"E A DISTANCE OF 70.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,116.87 SQUARE FEET OR 0.14 ACRES, MORE OR LESS.

8' Utility Easement:

A EIGHT FOOT (8') WIDE UTILITY EASEMENT, BEING A PORTION OF TRACT C, MCGOVERN HILL ADDITION TO THE CITY OF DEADWOOD, LOCATED IN SECTIONS 22 & 27, TOWNSHIP 5 NORTH, RANGE 3 EAST, OF THE BLACK HILLS MERIDIAN, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY CORNER OF TRACT C, MCGOVERN HILL ADDITION TO THE CITY OF DEADWOOD, THENCE ALONG THE EAST LINE OF SAID TRACT C, N57°23'56"W, A DISTANCE OF 70.98 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 63.00 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°46'28", AN ARC LENGTH OF 13.00 FEET;

THENCE N32°49'19"W A DISTANCE OF 13.31 FEET TO THE POINT OF BEGINNING;

THENCE S36°47'50"W A DISTANCE OF 21.25 FEET;

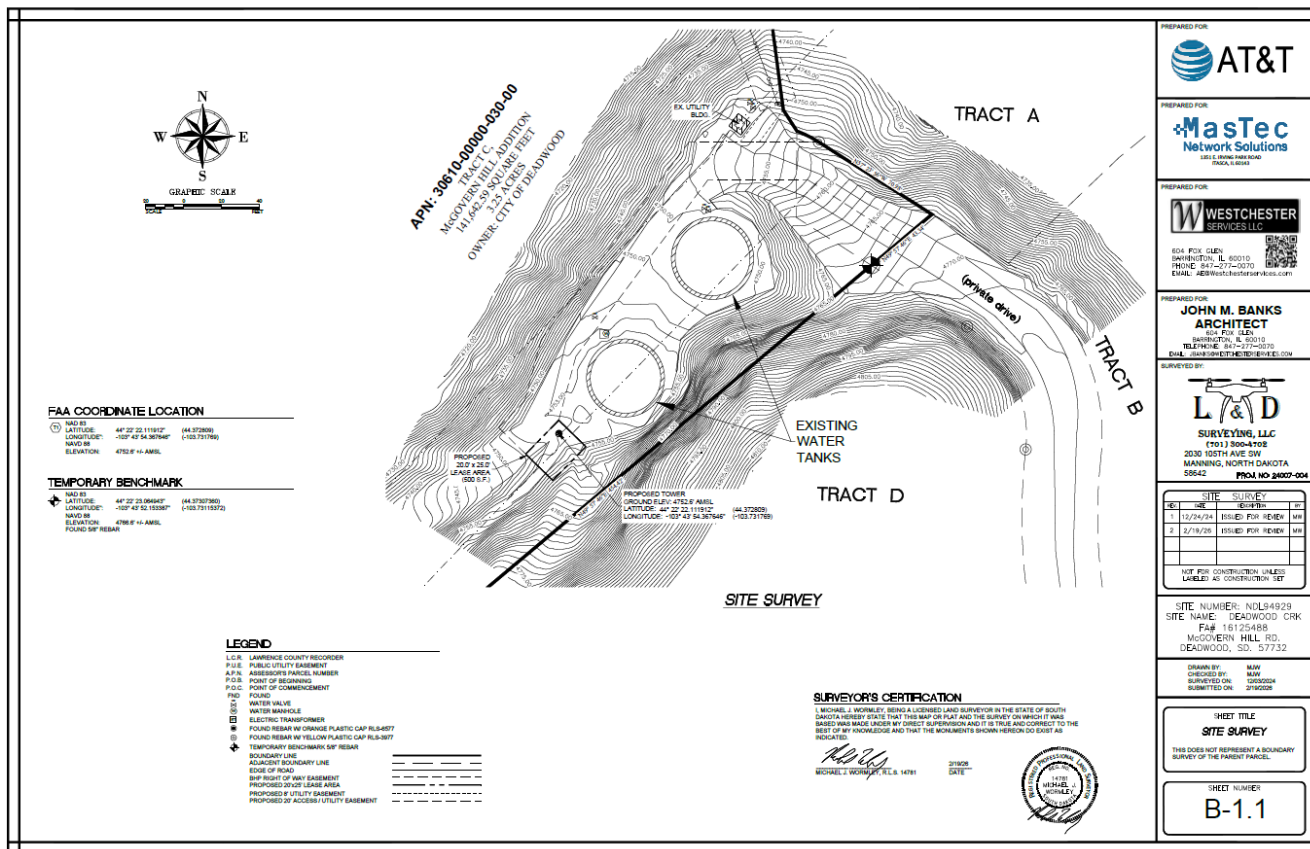
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THENCE N36°47'50"E A DISTANCE OF 35.43 FEET;

THENCE S7°30'40"E A DISTANCE OF 11.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 226.72 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

EXHIBIT 1 TO MEMORANDUM OF LEASE**DESCRIPTION OF PROPERTY AND PREMISES**



W-9 FORM

[FOLLOWS ON NEXT PAGE]

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

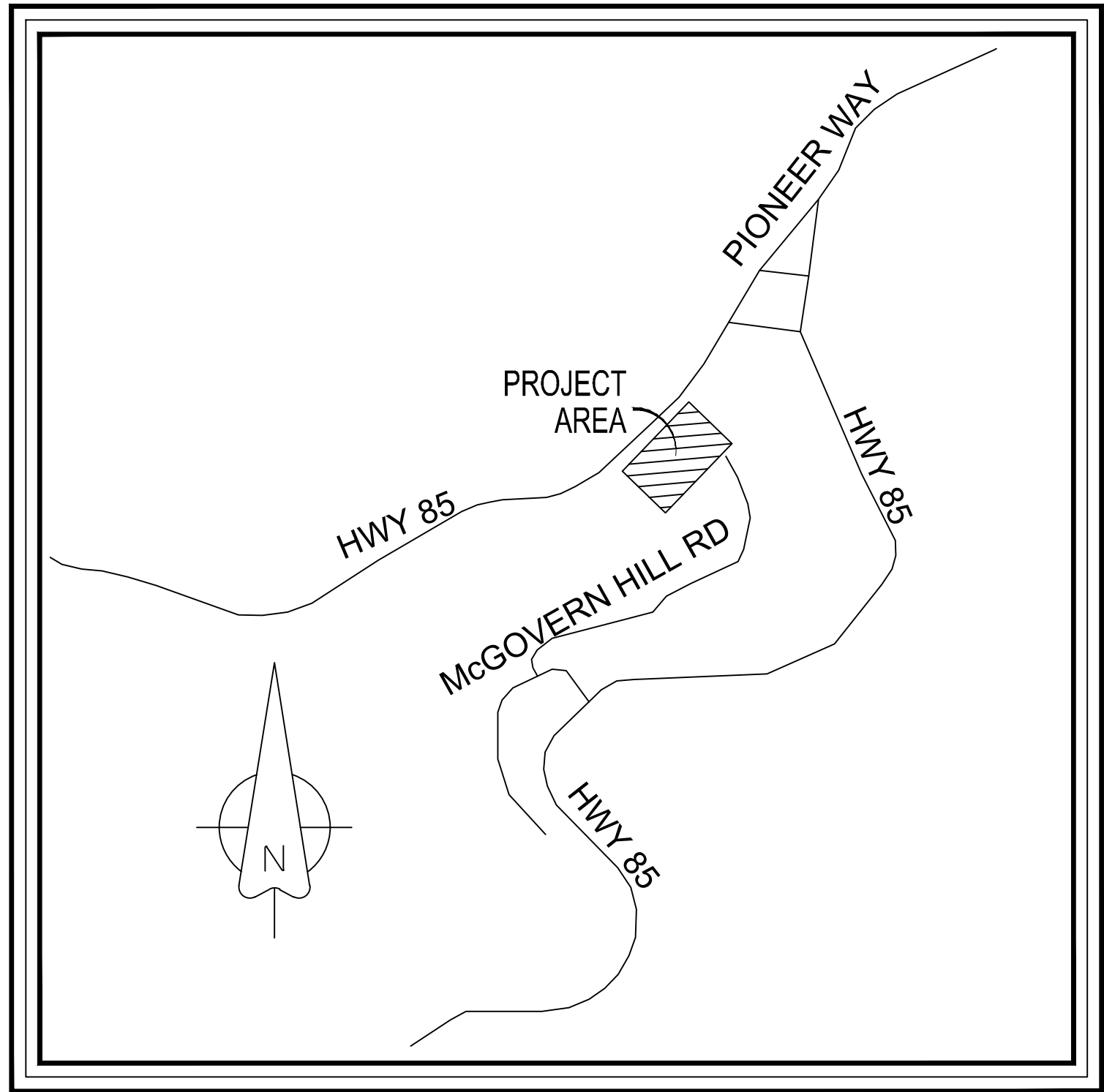
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

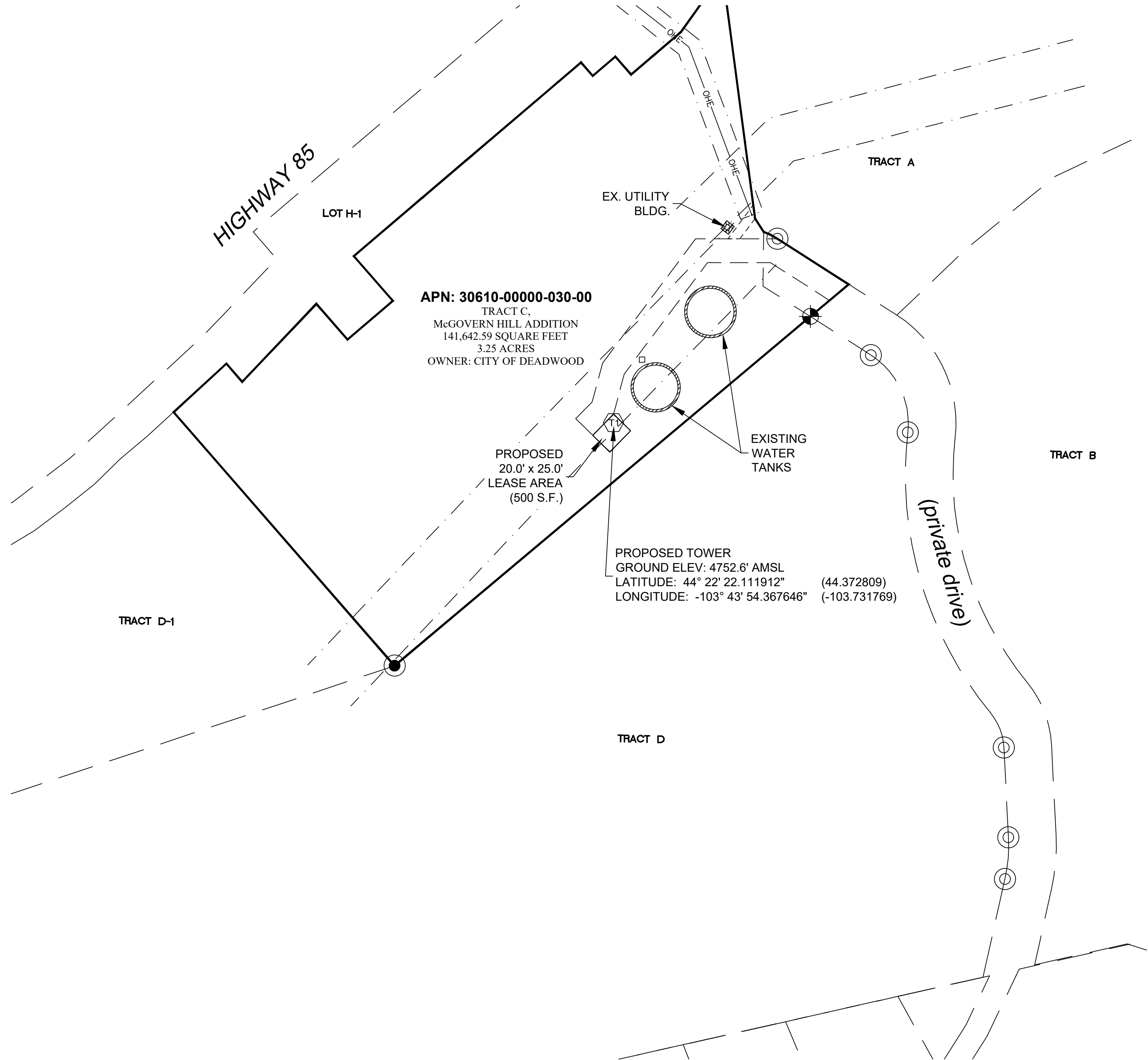
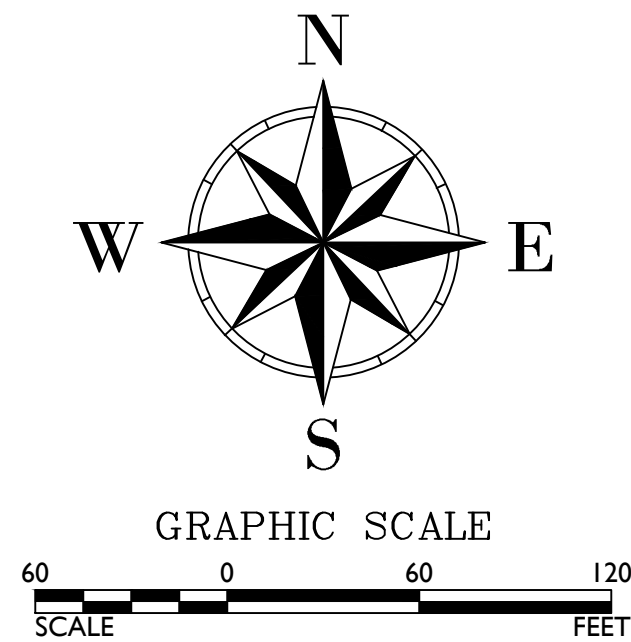
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



VICINITY MAP
N.T.S.



FAA COORDINATE LOCATION

(T1) NAD 83
LATITUDE: 44° 22' 22.111912" (44.372809)
LONGITUDE: -103° 43' 54.367646" (-103.731769)
NAVD 88
ELEVATION: 4752.6' +/- AMSL

TEMPORARY BENCHMARK

⊕ NAD 83
LATITUDE: 44° 22' 23.064943" (44.37307360)
LONGITUDE: -103° 43' 52.153387" (-103.73115372)
NAVD 88
ELEVATION: 4766.6' +/- AMSL
FOUND 5/8" REBAR

GENERAL NOTES

- GLOBAL POSITIONING SYSTEM (G.P.S.) INSTRUMENTATION WAS USED DURING THE COURSE OF THE FIELD SURVEY. ALL DISTANCES ARE GROUND DISTANCES.
- MEASUREMENTS SHOWN HEREON FALL WITHIN ACCEPTABLE TOLERANCES AS DEFINED BY THE SOUTH DAKOTA MINIMUM BOUNDARY STANDARDS UNLESS OTHERWISE NOTED.
- DISTANCES AND BEARINGS ARE MEASURED VALUES UNLESS NOTED OTHERWISE.
- THE SURVEYOR HAS MADE NO ATTEMPT AND HAS NOT OBTAINED ANY INFORMATION RELATING TO, AND HAS NO KNOWLEDGE OF ANY PROPOSED RIGHT-OF-WAYS, EASEMENTS, OR DEDICATIONS THAT ANY MUNICIPALITY, INDIVIDUAL OR GOVERNMENTAL AGENCY MAY HAVE MADE OR MAY REQUIRE.
- THE DESCRIPTION OF PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON, REPRESENT THAT INFORMATION PROVIDED IN COMMITMENT FOR TITLE INSURANCE ORDER FILE NO. UST79214, REFERENCE NO. 16125488, PREPARED BY US TITLE SOLUTIONS, DATED DECEMBER 11, 2024. ANY INFORMATION SHOWN WHICH MAY VARY FROM THE CONTENTS OF THE REPORT(S) NOTED ABOVE, REPRESENTS INFORMATION AND MEASUREMENTS FOUND DURING THE COURSE OF THE SURVEY.
- THIS PROPERTY IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) PER THE FLOOD INSURANCE RATE MAP (F.I.R.M.), MAP NO. 46081C0326F, WHICH BEARS AN EFFECTIVE DATE OF APRIL 17, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.).
- THE LOCATION OF THE UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. A UTILITY "ONE-CALL" LOCATE WAS NOT PERFORMED.

LEGEND

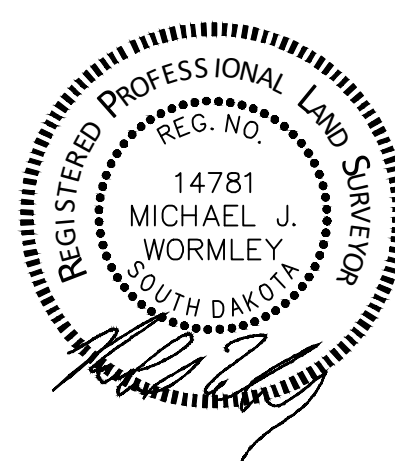
L.C.R. LAWRENCE COUNTY RECORDER
P.U.E. PUBLIC UTILITY EASEMENT
A.P.N. ASSESSOR'S PARCEL NUMBER
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
FND FOUND
⊗ WATER VALVE
⊙ WATER MANHOLE
⊞ ELECTRIC TRANSFORMER
⊙ FOUND REBAR W/ ORANGE PLASTIC CAP RLS-6577
⊙ FOUND REBAR W/ YELLOW PLASTIC CAP RLS-3977
⊕ TEMPORARY BENCHMARK 5/8" REBAR
— BOUNDARY LINE
- - - ADJACENT BOUNDARY LINE
- - - - - EDGE OF ROAD
- - - - - BHP RIGHT OF WAY EASEMENT
- - - - - PROPOSED 20'x25' LEASE AREA
- - - - - PROPOSED 8' UTILITY EASEMENT
- - - - - PROPOSED 20' ACCESS / UTILITY EASEMENT

SURVEYOR'S CERTIFICATION

I, MICHAEL J. WORMLEY, BEING A LICENSED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA HEREBY STATE THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WAS MADE UNDER MY DIRECT SUPERVISION AND IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THE MONUMENTS SHOWN HEREON DO EXIST AS INDICATED.

MICHAEL J. WORMLEY, R.L.S. 14781

2/19/26
DATE



PREPARED FOR:



PREPARED FOR:



PREPARED FOR:



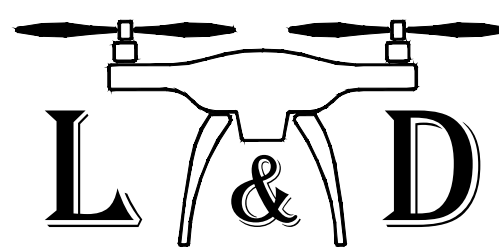
604 FOX GLEN
BARRINGTON, IL 60010
PHONE: 847-277-0070
EMAIL: AE@Westchesterservices.com

PREPARED FOR:

**JOHN M. BANKS
ARCHITECT**

604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847-277-0070
EMAIL: JBANKS@WESTCHESTERSERVICES.COM

SURVEYED BY:



SURVEYING, LLC
(701) 300-4702

2030 105TH AVE SW
MANNING, NORTH DAKOTA
58642

PROJ. NO: 24007-004

SITE SURVEY			
REV.	DATE	DESCRIPTION	BY
1	12/24/24	ISSUED FOR REVIEW	MW
2	2/19/26	ISSUED FOR REVIEW	MW
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET			

SITE NUMBER: NDL94929
SITE NAME: DEADWOOD CRK
FA# 16125488
McGOVERN HILL RD.
DEADWOOD, SD. 57732

DRAWN BY: MJW
CHECKED BY: MJW
SURVEYED ON: 12/03/2024
SUBMITTED ON: 2/19/2026

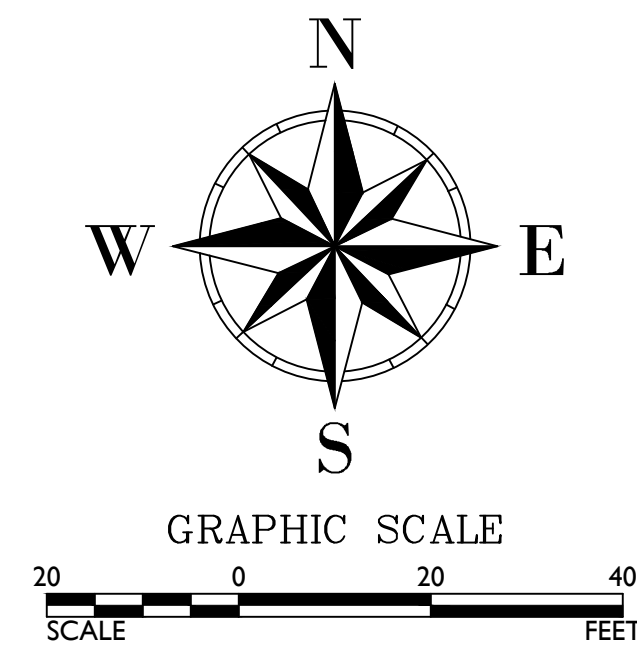
SHEET TITLE

SITE SURVEY

THIS DOES NOT REPRESENT A BOUNDARY
SURVEY OF THE PARENT PARCEL.

SHEET NUMBER

B-1



FAA COORDINATE LOCATION

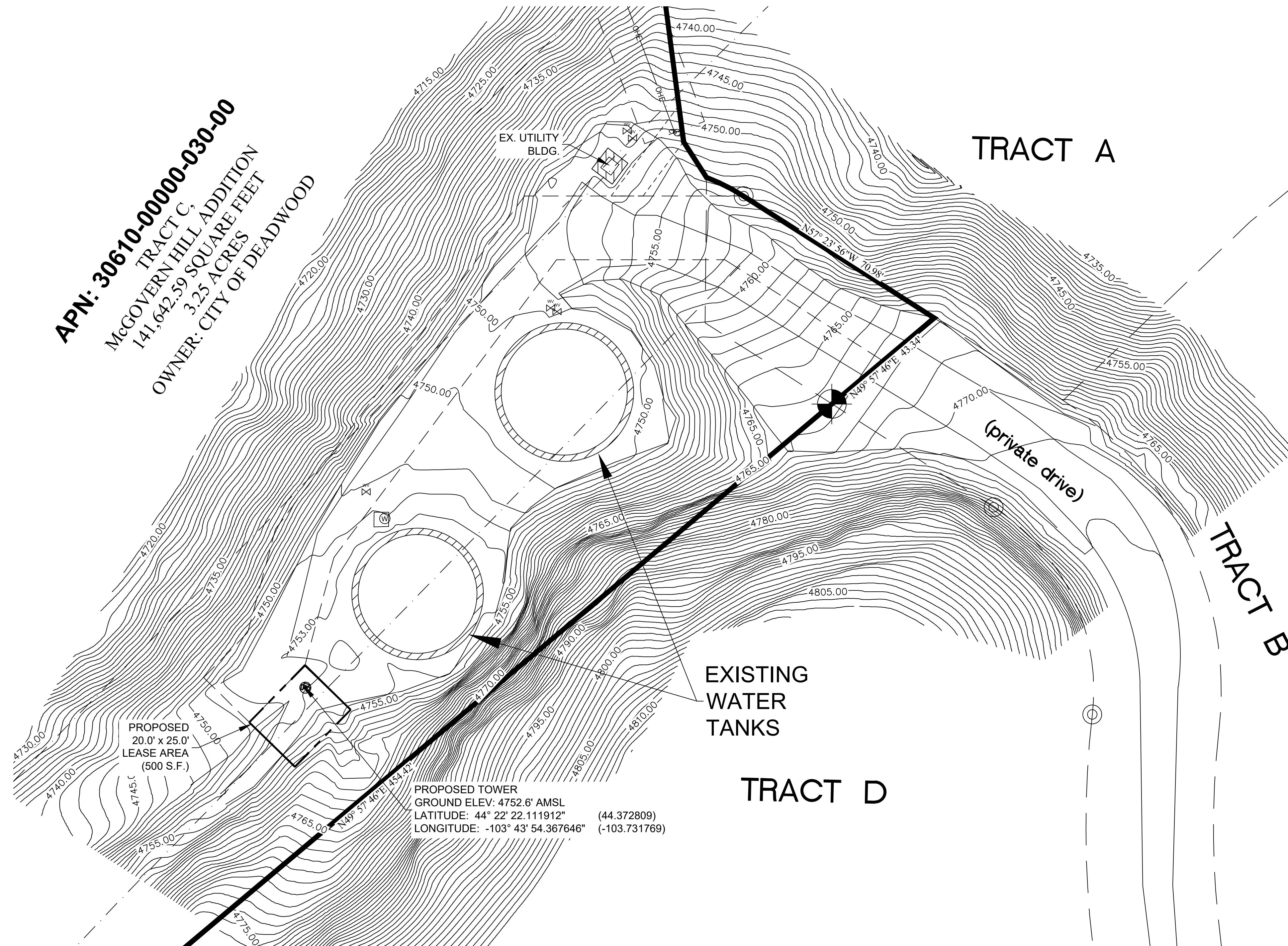
T1 NAD 83
LATITUDE: 44° 22' 22.111912" (44.372809)
LONGITUDE: -103° 43' 54.367646" (-103.731769)
NAVD 88
ELEVATION: 4752.6' +/- AMSL

TEMPORARY BENCHMARK

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NAVD 88
ELEVATION: 4766.6' +/- AMSL
FOUND 5/8" REBAR

LEGEND

L.C.R. LAWRENCE COUNTY RECORDER
P.U.E. PUBLIC UTILITY EASEMENT
A.P.N. ASSESSOR'S PARCEL NUMBER
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
FND FOUND
⊗ WATER VALVE
⊙ WATER MANHOLE
⊞ ELECTRIC TRANSFORMER
⊙ FOUND REBAR W/ ORANGE PLASTIC CAP RLS-6577
⊙ FOUND REBAR W/ YELLOW PLASTIC CAP RLS-3977
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— PROPOSED 20'x25' LEASE AREA
- - - PROPOSED 8' UTILITY EASEMENT
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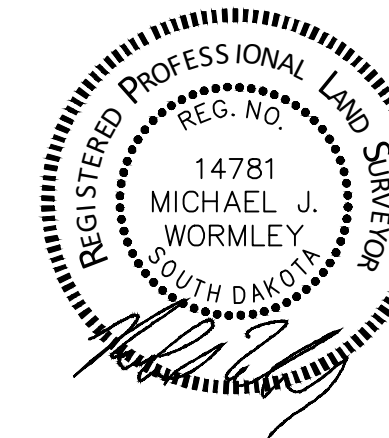
SITE SURVEY

SURVEYOR'S CERTIFICATION

I, MICHAEL J. WORMLEY, BEING A LICENSED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA HEREBY STATE THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WAS MADE UNDER MY DIRECT SUPERVISION AND IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THE MONUMENTS SHOWN HEREON DO EXIST AS INDICATED.

MICHAEL J. WORMLEY, R.L.S. 14781

2/19/26
DATE



PREPARED FOR:



PREPARED FOR:



PREPARED FOR:



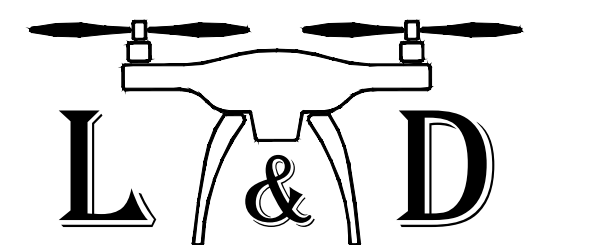
604 FOX GLEN
BARRINGTON, IL 60010
PHONE: 847-277-0070
EMAIL: AE@Westchesterservices.com

PREPARED FOR:

**JOHN M. BANKS
ARCHITECT**

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SURVEYED BY:



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(701) 300-4702
2030 105TH AVE SW
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58642
PROJ. NO: 24007-004

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DRAWN BY: MJW
CHECKED BY: MJW
SURVEYED ON: 12/03/2024
SUBMITTED ON: 2/19/2026

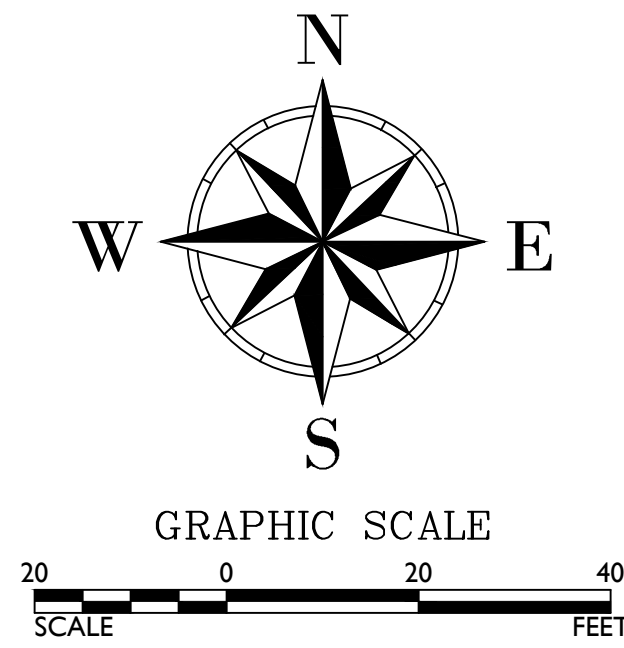
SHEET TITLE

SITE SURVEY

THIS DOES NOT REPRESENT A BOUNDARY
SURVEY OF THE PARENT PARCEL.

SHEET NUMBER

B-1.1



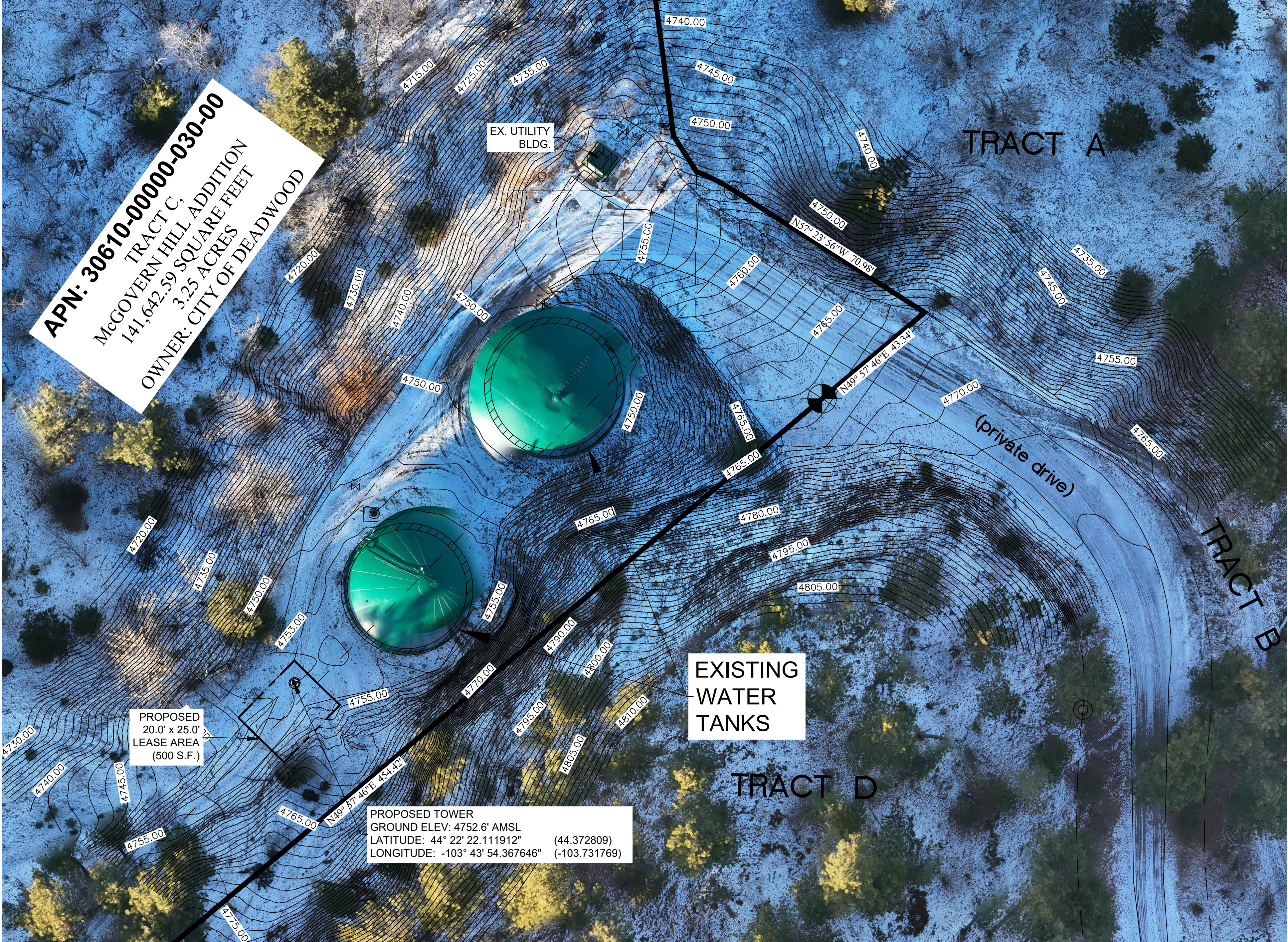
AERIAL IMAGE PER UAV FLIGHT ON 12/02/2024 BY
L & D SURVEYING, LLC.

FAA COORDINATE LOCATION

T1 NAD 83
LATITUDE: 44° 22' 22.111912" (44.372809)
LONGITUDE*: -103° 43' 54.367646" (-103.731769)
NAVD 88
ELEVATION: 4752.6' +/- AMSL

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NAVD 88
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FOUND 5/8" REBAR



AERIAL SURVEY

LEGEND

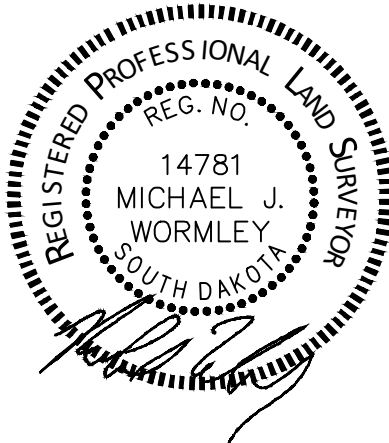
- L.C.R. LAWRENCE COUNTY RECORDER
P.U.E. PUBLIC UTILITY EASEMENT
A.P.N. ASSESSOR'S PARCEL NUMBER
P.O.B. POINT OF BEGINNING
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____ BOUNDARY LINE
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____ PROPOSED 20'x25' LEASE AREA
____ PROPOSED 8' UTILITY EASEMENT
____ PROPOSED 20' ACCESS / UTILITY EASEMENT

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MICHAEL J. WORMLEY, R.L.S. 14781

2/19/26
DATE



PREPARED FOR:



PREPARED FOR:



PREPARED FOR:



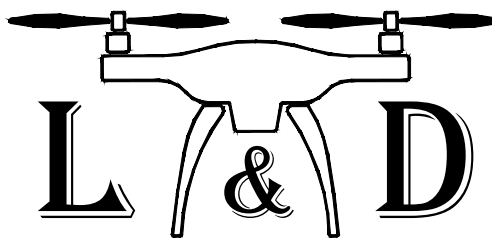
604 FOX GLEN
BARRINGTON, IL 60010
PHONE: 847-277-0070
EMAIL: AE@Westchesterservices.com

PREPARED FOR:

JOHN M. BANKS
ARCHITECT

604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847-277-0070
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SURVEYED BY:



SURVEYING, LLC
(701) 300-4702

2030 105TH AVE SW
MANNING, NORTH DAKOTA
58642

PROJ. NO: 24007-004

SITE SURVEY			
REV.	DATE	DESCRIPTION	BY
1	12/24/24	ISSUED FOR REVIEW	MW
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DEADWOOD, SD. 57732

DRAWN BY: MJW
CHECKED BY: MJW
SURVEYED ON: 12/03/2024
SUBMITTED ON: 2/19/2026

SHEET TITLE

SITE SURVEY

THIS DOES NOT REPRESENT A BOUNDARY
SURVEY OF THE PARENT PARCEL.

SHEET NUMBER

B-1.2

PARENT PARCEL - LEGAL DESCRIPTION (PER TITLE REPORT)

TRACT C, MCGOVERN HILL ADDITION TO THE CITY OF DEADWOOD, LOCATED IN SECTIONS 22 & 27, T5N, R3E, B.H.M., CITY OF DEADWOOD, AS SHOWN ON THE CERTAIN PLAT RECORDED IN THE OFFICE OF THE LAWRENCE COUNTY REGISTER OF DEEDS AS PLAT DOCUMENT NUMBER 2003-4122 AND COMPRISING 2.78 ACRES, MORE OR LESS.

REPORT OF TITLE:

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY L & D SURVEYING, LLC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENT OF RECORD, ENCUMBERANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENT, AUGMENTING EASEMENT, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY U.S. TITLE SOLUTIONS, COMMITMENT DATE OF DECEMBER 11, 2024, BEING COMMITMENT FILE NO. UST79214, REFERENCE NO. 16125488, FOR THE SUBJECT PROPERTY, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

SURVEY MATTERS OR EASEMENTS LISTED IN SCHEDULE 'B':

4.3 RIGHT OF WAY BY CITY OF DEADWOOD, A MUNICIPAL CORPORATION TO BLACK HILLS POWER, INC., DATED SEPTEMBER 10, 2007, RECORDED SEPTEMBER 13, 2007, IN [INSTRUMENT NO: 2007-05373](#).

NOTES: RIGHT OF WAY PERMIT FOR ELECTRIC UTILITY

4.4 RIGHT OF WAY BY HOMESTAKE MINING COMPANY, A CALIFORNIA CORPORATION TO BLACK HILLS POWER AND LIGHT COMPANY, A CORPORATION, DATED AUGUST 31, 1976, RECORDED SEPTEMBER 28, 1976, IN [INSTRUMENT NO: 76-2341](#).

NOTES: RIGHT OF WAY PERMIT FOR ELECTRIC POWER LINE

5.1 MCGOVERN HILL ADDITION RECORDED JUNE 23, 2003, IN [INSTRUMENT NO: 2003-4122](#).

PROPOSED LEASE AREA:

A TWENTY FOOT (20') BY TWENTY-FIVE FOOT (25') LEASE AREA, BEING A PORTION OF TRACT C, MCGOVERN HILL ADDITION TO THE CITY OF DEADWOOD, LOCATED IN SECTIONS 22 & 27, TOWNSHIP 5 NORTH, RANGE 3 EAST, OF THE BLACK HILLS MERIDIAN, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY CORNER OF TRACT C, MCGOVERN HILL ADDITION TO THE CITY OF DEADWOOD, THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT C, S49°57'46"W, A DISTANCE OF 20.96 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, N57°23'54"W A DISTANCE OF 58.88 FEET;

THENCE N90°00'00"W A DISTANCE OF 52.79 FEET;

THENCE S36°47'50"W A DISTANCE OF 116.57 FEET;

THENCE S15°00'00"W A DISTANCE OF 35.00 FEET TO THE NORTHERLY CORNER OF THE LEASE AREA BEING THE POINT OF BEGINNING;

THENCE S45°39'17"E A DISTANCE OF 20.00 FEET;

THENCE S44°20'43"W A DISTANCE OF 25.00 FEET;

THENCE N45°39'17"W A DISTANCE OF 20.00 FEET;

THENCE N44°20'43"E A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 500.00 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

PROPOSED 20' ACCESS / UTILITY EASEMENT:

A TWENTY FOOT (20') WIDE ACCESS / UTILITY EASEMENT, BEING A PORTION OF TRACT C, MCGOVERN HILL ADDITION TO THE CITY OF DEADWOOD, LOCATED IN SECTIONS 22 & 27, TOWNSHIP 5 NORTH, RANGE 3 EAST, OF THE BLACK HILLS MERIDIAN, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF TRACT C, MCGOVERN HILL ADDITION TO THE CITY OF DEADWOOD, THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT C, S49°57'46"W, A DISTANCE OF 20.96 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, N57°23'54"W A DISTANCE OF 58.88 FEET;

THENCE N90°00'00"W A DISTANCE OF 52.79 FEET;

THENCE S36°47'50"W A DISTANCE OF 116.57 FEET;

THENCE S15°00'00"W A DISTANCE OF 35.00 FEET;

THENCE S44°20'43"W A DISTANCE OF 25.00 FEET;

THENCE N45°39'17"W A DISTANCE OF 20.00 FEET;

THENCE N44°20'43"E A DISTANCE OF 19.76 FEET;

THENCE N15°00'00"E A DISTANCE OF 33.61 FEET;

THENCE N36°47'50"E A DISTANCE OF 130.44 FEET;

THENCE N90°00'00"E A DISTANCE OF 68.65 FEET;

THENCE S57°23'56"E A DISTANCE OF 70.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,116.87 SQUARE FEET OR 0.14 ACRES, MORE OR LESS.

Parcel Line Table		
Line #	Direction	Length
L1	S45°39'17"E	20.00
L2	S44°20'43"W	25.00
L3	N45°39'17"W	20.00
L4	N44°20'43"E	25.00
L5	N45°39'17"W	20.00
L6	N44°20'43"E	19.76
L7	N15°00'00"E	33.61
L8	N36°47'50"E	130.44
L9	N90°00'00"E	68.65
L10	N57°23'56"W	70.98
L11	S49°57'46"W	20.96
L12	N57°23'54"W	58.88
L13	N90°00'00"W	52.79
L14	S36°47'50"W	116.57
L15	S15°00'00"W	35.00
L16	S36°47'50"W	21.25
L17	N90°00'00"W	9.99
L18	N36°47'50"E	35.43
L19	S7°30'40"E	11.45

PROPOSED 8' UTILITY EASEMENT:

A EIGHT FOOT (8') WIDE UTILITY EASEMENT, BEING A PORTION OF TRACT C, MCGOVERN HILL ADDITION TO THE CITY OF DEADWOOD, LOCATED IN SECTIONS 22 & 27, TOWNSHIP 5 NORTH, RANGE 3 EAST, OF THE BLACK HILLS MERIDIAN, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY CORNER OF TRACT C, MCGOVERN HILL ADDITION TO THE CITY OF DEADWOOD, THENCE ALONG THE EAST LINE OF SAID TRACT C, N57°23'56"W, A DISTANCE OF 70.98 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 63.00 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°46'28", AN ARC LENGTH OF 13.00 FEET;

THENCE N32°49'19"W A DISTANCE OF 13.31 FEET TO THE POINT OF BEGINNING;

THENCE S36°47'50"W A DISTANCE OF 21.25 FEET;

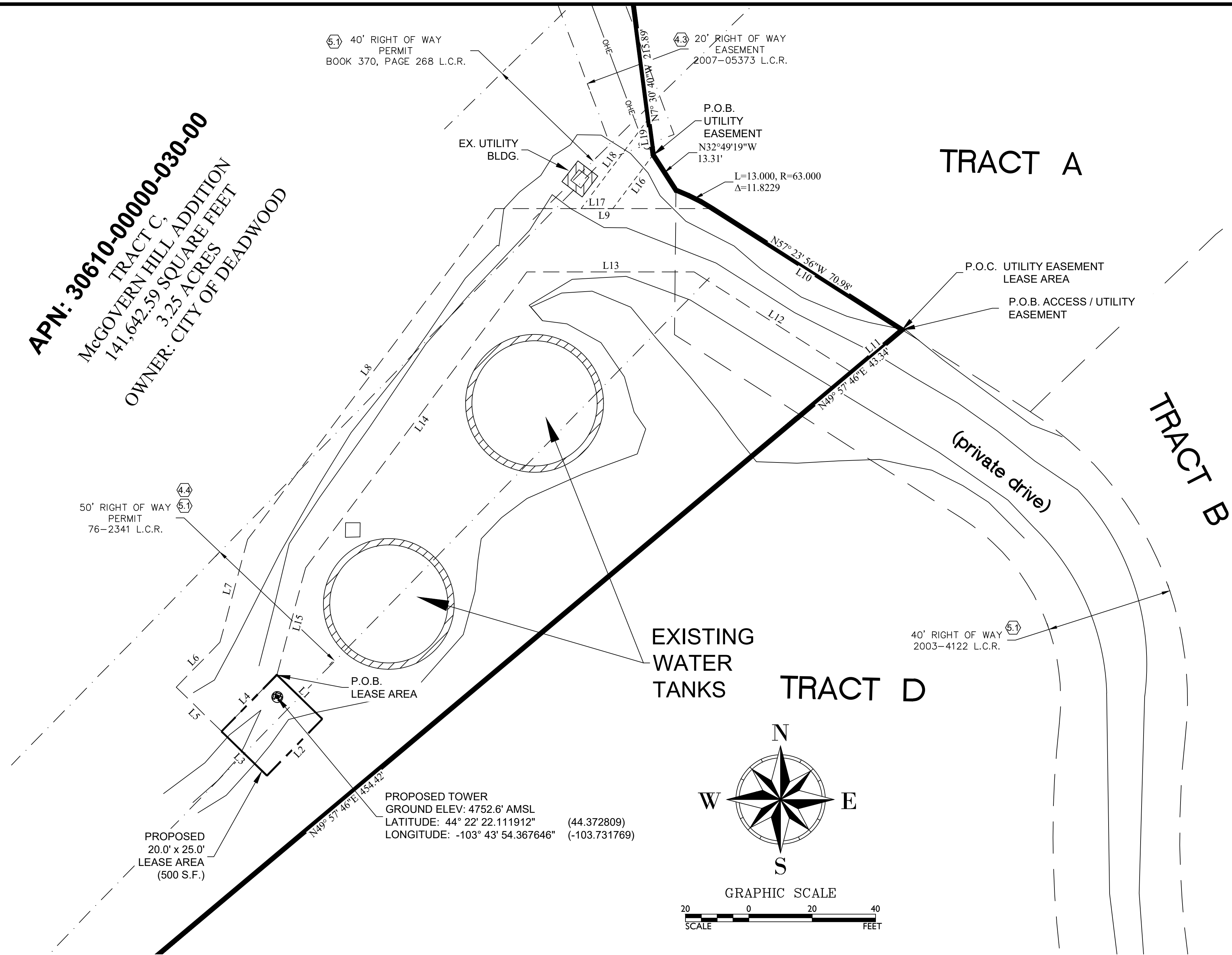
THENCE N90°00'00"W A DISTANCE OF 9.99 FEET;

THENCE N36°47'50"E A DISTANCE OF 35.43 FEET;

THENCE S7°30'40"E A DISTANCE OF 11.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 226.72 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

APN: 30610-00000-030-00
TRACT C,
MCGOVERN HILL ADDITION
141,642.59 SQUARE FEET
OWNER: CITY OF DEADWOOD



LEGEND

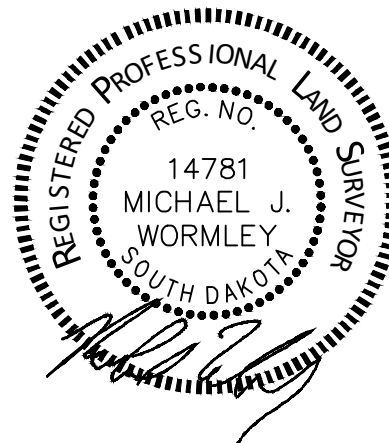
L.C.R. LAWRENCE COUNTY RECORDER
P.U.E. PUBLIC UTILITY EASEMENT
A.P.N. ASSESSOR'S PARCEL NUMBER
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P.O.C. POINT OF COMMENCEMENT
FND FOUND
WV WATER VALVE
WM WATER MANHOLE
ET ELECTRIC TRANSFORMER
● FOUND REBAR W/ ORANGE PLASTIC CAP RLS-6577
● FOUND REBAR W/ YELLOW PLASTIC CAP RLS-3977
⊕ TEMPORARY BENCHMARK 5/8" REBAR
— BOUNDARY LINE
- - - ADJACENT BOUNDARY LINE
- - - EDGE OF ROAD
- - - BHP RIGHT OF WAY EASEMENT
- - - PROPOSED 20'x25' LEASE AREA
- - - PROPOSED 8' UTILITY EASEMENT
- - - PROPOSED 20' ACCESS / UTILITY EASEMENT

SURVEYOR'S CERTIFICATION

I, MICHAEL J. WORMLEY, BEING A LICENSED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA HEREBY STATE THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WAS MADE UNDER MY DIRECT SUPERVISION AND IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THE MONUMENTS SHOWN HEREON DO EXIST AS INDICATED.

Michael J. Wormley
MICHAEL J. WORMLEY, R.L.S. 14781

2/19/26
DATE



PREPARED FOR:



PREPARED FOR:



PREPARED FOR:



604 FOX GLEN
BARRINGTON, IL 60010
PHONE: 847-277-0070
EMAIL: AE@Westchesterservices.com

PREPARED FOR:



SURVEYED BY:



SITE SURVEY			
REV.	DATE	DESCRIPTION	BY
1	12/24/24	ISSUED FOR REVIEW	MW
2	2/19/26	ISSUED FOR REVIEW	MW
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET			

SITE NUMBER: NDL94929
SITE NAME: DEADWOOD CRK
FA# 16125488
MCGOVERN HILL RD.
DEADWOOD, SD. 57732

DRAWN BY: MJW
CHECKED BY: MJW
SURVEYED ON: 12/03/2024
SUBMITTED ON: 2/19/2026

SHEET TITLE
SITE SURVEY
THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

SHEET NUMBER
B-1.3



REAL ESTATE BROKER SERVICES AGREEMENT
Agreement for real estate services for the City of Deadwood

AGREEMENT

This Real Estate Broker Services Agreement ("Agreement") is entered into by and between the City of Deadwood, South Dakota ("City"), and Real Properties of Lead-Deadwood, with Mike Perceovich serving as Owner/Broker ("Broker"). The City desires to retain Broker to provide professional real estate brokerage services in connection with the sale, purchase, negotiation, marketing, and closing of real property transactions as authorized by the City.

APPOINTMENT AND RELATIONSHIP OF PARTIES

The City appoints Broker to provide real estate brokerage services as requested by the City from time to time during the term of this Agreement. Broker shall act as an independent contractor and not as an employee, officer, or agent of the City except to the limited extent expressly authorized in writing for a specific real property transaction.

SCOPE OF SERVICES

Broker shall provide professional real estate brokerage services for the City, its departments, and its commissions as requested and authorized by the City. Services may include, but are not limited to, the following:

1. Develop strategies for the sale or purchase of identified properties, as appropriate.
2. To perform all acts permitted by SDCL 6-13-5.2 in selling city property if required by the City under that statute.
3. Review offers submitted by prospective buyers or sellers and advise the City with respect to negotiations.
4. Represent the City in negotiations with prospective buyers or sellers from the initial offer through closing.
5. Coordinate the closing of real estate transactions.
6. Perform all other customary activities and services associated with real estate transactions on behalf of the City.

COMPENSATION

Broker shall be compensated only upon successful closing of an authorized real property transaction, unless otherwise approved in writing by the City. The applicable brokerage fee shall be calculated as follows:

1. If Broker represents the City in selling real property, the fee shall be three percent (3%) of the gross sales price.
2. If Broker represents the City as buyer in acquiring real property, the fee shall be two and one-half percent (2.5%) of the purchase price.

3. If Broker represents both buyer and seller in a transaction involving the City, the fee shall be four percent (4%) of the gross sales price or purchase price, as applicable to the transaction.

Broker shall disclose in writing any commission, fee, referral payment, or other compensation received or expected to be received in connection with a City transaction. No fee shall be due unless the City has authorized the transaction and the transaction closes, except as otherwise expressly agreed in writing by the City.

TERM, RENEWAL, AND TERMINATION

The initial term of this Agreement shall be one (1) year beginning on the effective date approved by the City and signed by the parties. This Agreement may be renewed for additional one-year terms by written agreement of the parties, for a total maximum period of five (5) consecutive years, including the initial term. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Termination shall not affect any compensation earned by Broker for an authorized transaction that closed before the effective date of termination, or any other obligation that expressly survives termination.

AUTHORIZATION OF TRANSACTIONS

Broker shall not list, market, negotiate, purchase, sell, or otherwise bind the City with respect to any specific real property transaction unless the City has authorized such action in writing and in accordance with South Dakota law and City ordinances. All offers, counteroffers, purchase agreements, listing agreements, agency agreements, closing documents, and related transaction documents shall be subject to City review and approval before execution.

BROKER OBLIGATIONS

Broker shall perform services in a professional, diligent, and lawful manner consistent with applicable federal, state, county, and local requirements, including South Dakota real estate licensing and brokerage requirements. Broker shall maintain all licenses, registrations, and authorizations required to perform the services and shall use forms and disclosures required for real estate brokerage services in South Dakota.

1. Act in the best interests of the City and provide timely advice regarding real estate strategy, pricing, negotiation, marketing, offers, and closing matters.
2. Maintain appropriate confidentiality regarding City information, negotiations, and transaction strategy unless disclosure is authorized by the City or required by law.
3. Promptly disclose any actual, potential, or perceived conflict of interest, including any dual agency or limited agency relationship, before undertaking or continuing representation in a transaction.
4. Provide regular status updates to the City at mutually agreed-upon intervals and upon reasonable request.
5. Coordinate with City staff, legal counsel, title companies, surveyors, appraisers, inspectors, and other transaction participants as reasonably necessary.
6. Maintain records relating to services performed under this Agreement and provide copies to the City upon request.

CONFLICTS OF INTEREST AND DUAL REPRESENTATION

Broker shall avoid any activity that could impair Broker's independent and objective judgment in serving the best interests of the City. Broker shall not represent both the City and another party in the same transaction unless such representation is permitted by law and the City has provided prior written consent after full disclosure. Any dual representation shall comply with applicable South Dakota real estate relationship disclosure, agency agreement, and brokerage requirements.

NON-APPROPRIATION

The obligations of the City under this Agreement are subject to annual appropriation of funds. If funds are not appropriated or otherwise made available for any renewal term or portion of this Agreement, the City may terminate this Agreement without penalty upon written notice to Broker.

INSURANCE AND INDEMNIFICATION

Broker shall maintain insurance coverage customary and appropriate for the services provided under this Agreement, including professional liability/errors and omissions coverage if applicable to Broker's practice. To the extent permitted by law, Broker shall be responsible for Broker's negligent acts, errors, omissions, or willful misconduct in performing services under this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Venue for any dispute arising under this Agreement shall be in the appropriate state court having jurisdiction in Lawrence County, South Dakota, unless otherwise required by law.

ENTIRE AGREEMENT; AMENDMENTS

This Agreement constitutes the entire agreement between the parties regarding the subject matter stated herein and supersedes all prior discussions, proposals, or understandings. Any amendment, renewal, extension, or modification of this Agreement must be in writing and signed by authorized representatives of both parties.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Real Estate Broker Services Agreement as of the dates written below.

CITY OF DEADWOOD

By: _____
Charlie Struble Mook, Mayor

ATTEST:

Jessica McKeown, Finance Officer

Real Properties of Lead-Deadwood.

By: _____

Its: _____

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2026, before me, the undersigned officer, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public
My Commission Expires: _____

(SEAL)

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 23, 2026
To: Deadwood Historic Preservation Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Certified Local Government Program

As the Deadwood Historic Preservation Officer, I am requesting the Historic Preservation Commission and the City Commission consider the benefits for Deadwood to participate in the Certified Local Government (CLG) program on an ongoing basis. The CLG program helps legitimize historic preservation in Deadwood on a state and national level as a critical function of local government. The CLG program also leads to increased cooperation with the State Historic Preservation Office (SHPO) and the National Park Service (NPS). The program may be a source of potential funds to add to our challenging budget. Furthermore, Deadwood's participation will result in a strengthened statewide preservation network.

There are five requirements that must be met to become a Certified Local Government:

1. Enforce state or local legislation for the protection of historic properties (Deadwood meets this requirement through the enforcement of our existing preservation ordinance)
2. Have established an adequate and qualified preservation commission by state or local legislation (The Deadwood Historic Preservation Commission meets this requirement)
3. Maintain a system for the survey and inventory of historic properties (The 1993 Architectural Survey meets this requirement and the 2008 Architectural Survey will provide a valuable update)
4. Provide for adequate public participation in the local historic preservation programs (Deadwood meets this requirement through our annual Historic Preservation Symposium, Preservation Thursday programs and numerous other projects)
5. Satisfactorily perform other responsibilities delegated by the SHPO by a mutual written agreement (Deadwood has agreements with the SHPO on an annual basis)

Attached is a copy of the procedures and application check list the State Historic Preservation Office uses for the Certified Local Government Program. As you will see, the agreement is not very extensive and Deadwood already meets all the requirements.

Deadwood was previously certified as a CLG through the SHPO and NPS; however, a decision was made locally at the direction of previous staff to withdraw our CLG status. An attempt was made again in 2008 but was denied at the City level.

This office's goal is to improve communications and advocacy with partners throughout the state and on national levels to enrich Deadwood's Historic Preservation efforts. It is essential for Deadwood to continue to be a leader in the field of preservation and to be recognized for our efforts. I respectfully request your full consideration of reapplying for CLG status.

The Historic Preservation Commission reviewed this request at their July 22, 2026 meeting and recommend to the City Commission to allow city staff to submit an application to become a CLG once again.

Recommended Motion:

Move to allow staff to submit an application to SHPO to become a Certified Local Government.

SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE CERTIFIED LOCAL GOVERNMENT PROGRAM

LOCAL GOVERNMENT CERTIFICATION AGREEMENT

Pursuant to the provisions of the National Historic Preservation Act as amended (16 U.S.C. 470 et seq.) to applicable federal regulation (36 CFR 61), and to the State of South Dakota procedures, the City/County of _____, South Dakota has agreed to:

- (1) Enforce the appropriate state or local legislation for the designation and protection of historic properties.
- (2) Maintain an adequate and qualified historic preservation review commission composed of professional and lay members, and maintain membership with SDSHS.
- (3) Maintain a system for the survey and inventory of historic properties.
- (4) Provide for adequate public participation in the historic preservation program, including the process of recommending properties to the National Register.
- (5) Maintain adequate financial management systems.
- (6) Adhere to all requirements of the HPF Grants Manual.
- (7) Adhere to any requirements mandated by Congress regarding the use of federal historic preservation funds.
- (8) Adhere to requirements outlined in the State of South Dakota Certified Local Government Procedures issued by the State Historic Preservation Office.
- (9) Include a provision in its ordinance at the next opportunity for revision, stating that the Certified Local Commission members must have “a positive interest, competence, and knowledge of historic preservation.”

Upon its designation as a Certified Local Government, the municipality shall be eligible to apply for available CLG allocation funds in competition only with other certified local governments.

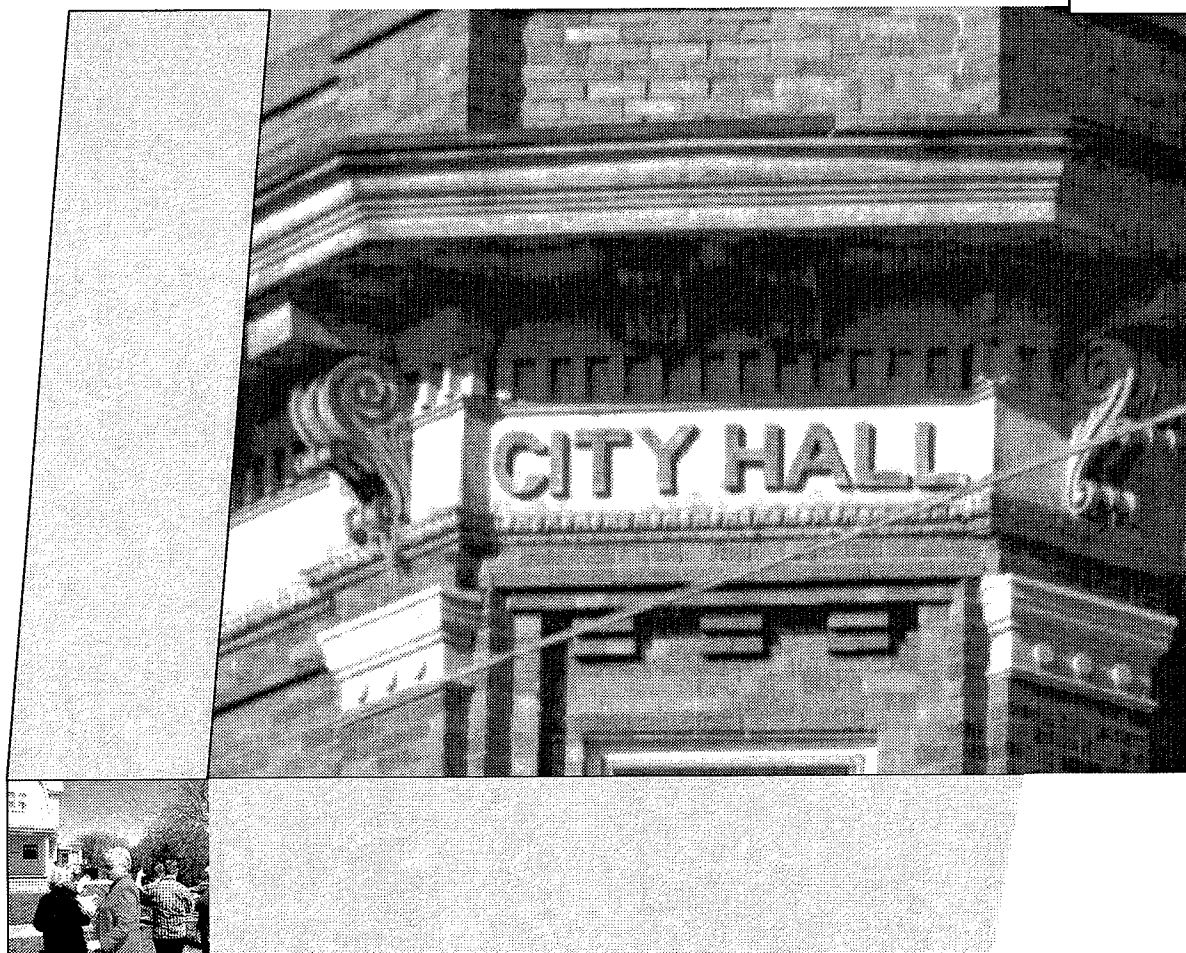
Garry Guan, SHPO

Date: _____

Alea Struble Mook, Mayor

Date: _____

Attest: Jessica McKeown
Finance Officer



South Dakota: Certified Local Government Procedures

South Dakota State Historic Preservation Office

This program receives Federal financial assistance from the National Park Service. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990 the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, sex, or handicap in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire more information, please write to the Office for Equal Opportunity, U.S. Department of the Interior, Washington D.C. 20240.

This Activity has been financed with Federal funds from the National Parks Service, Department of the Interior through the South Dakota Historic Preservation Office. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

All inquiries should be addressed to:

South Dakota State Historic Preservation Office
Cultural Heritage Center
900 Governors Drive
Pierre, SD 57501-2217

Phone (605) 773-3458
Fax (605) 773-6041

SOUTH DAKOTA: CERTIFIED LOCAL GOVERNMENT PROCEDURES

Prepared by:

**South Dakota State Historic Preservation Office
900 Governors Drive
Pierre, South Dakota 57501**

Jay D. Vogt, State Historic Preservation Officer

South Dakota's original certified local government procedures were approved by the NPS on February 28, 1985. NPS approved revisions on October 10, 2000.

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SECTION 1 INTRODUCTION

Since 1966, when Congress established a preservation program for the United States, the National Park Service has operated as a decentralized partnership between the federal government and the states. The federal government established a program of identification, evaluation, and protection of historic properties which the states, primarily, carry out. The success of that working relationship prompted Congress to expand the partnership to provide for participation by local governments. The National Historic Preservation Act as amended (16 U.S.C. 470 *et seq.*) contain the legal basis for the federal-state-local preservation partnership. The role of the "certified local governments" (CLGs) in the partnership includes responsibility for review and approval of nominations to the National Register of Historic Places and eligibility to apply to the state historic preservation office for funds earmarked for CLGs. The CLG Program is designed to promote the identification, documentation, and preservation of prehistoric and historic sites, structures, objects, buildings, and historic districts by expanded local involvement in historic preservation. The National Historic Preservation Act includes provisions for the State Historic Preservation Officer and the Secretary of the Interior to certify local governments to participate in the partnership. The purpose of this document is to outline how the CLG Program will be implemented in South Dakota.

SECTION 2 REQUIREMENTS FOR CERTIFICATION OF LOCAL GOVERNMENT PROGRAMS

Section Overview

Section 2 outlines in detail the five broad requirements, which must be met by the local government to become certified. These five requirements are that the local government must (1) enforce state or local legislation for the designation and protection of historic properties; (2) have established an adequate and qualified historic preservation commission by state or local legislation; (3) maintain a system for the survey and inventory of historic properties; (4) provide for adequate public participation in the local historic preservation programs, including the process for recommending properties for nomination to the National Register and (5) satisfactorily perform other responsibilities delegated to it by the State Historic Preservation Officer by a mutual written agreement. Section 2 also reviews state historic preservation law and the CLG role in its enforcement. It also outlines the requirements for the local review commission-five to ten members appointed for terms of not less than one year and, when available in the community, two of the five to ten are to be professionals from the disciplines of history, architectural history, architecture, archeology, planning, urban planning, American studies, American civilization, cultural geography, or cultural anthropology. It describes the options for obtaining professional help when a necessary discipline is not represented on the committee and provides methods for securing public input to the committee.

The five federal standards are further defined and amplified below (A-E) to indicate the specific requirements a local government must fulfill to be certified.

A. "Local governments must enforce state or local legislation for the designation and protection of historic properties."

1. Minimum requirements for enforcement of state legislation for the designation and protection of historic properties include incorporation of the following law in the local historic preservation ordinance:

SDCL 1-19B (see Appendix 3).

2. In addition to enforcement of these state laws the minimum requirements for local legislation for the designation and protection of historic properties are:
 - a. Statement of purpose;
 - b. Establishment of a Historic Preservation Commission including membership, duties, and terms of appointment, the city is required to maintain memberships with the South Dakota State Historical Society and the Historic South Dakota Foundation;
 - c. Procedures for commenting on nominations to the National Register of Historic Places;
 - d. Provide for public hearings and public notification; and
 - e. If the local government elects to include provisions for the review of and/or decisions regarding alterations, change of use, demolition of buildings, or new construction they must: (1) be binding on buildings and properties only because they are listed on a locally designated register and (2) be compatible with the current Secretary of the Interior's Standards for Rehabilitation and guidelines for rehabilitating Historic Buildings.

B. "Local governments shall have established an adequate and qualified historic preservation review commission by State or local legislation."

1. Each certified local jurisdiction (incorporated town or county) is required to have a historic preservation commission with at least two (2) professional members, from the disciplines of history, architectural history, architecture, archeology, planning, urban planning, American studies, American civilization, cultural geography, or cultural anthropology (see Appendix 2) to the extent that such professionals are available in the community and have a demonstrated interest, experience or knowledge in historic preservation. The State recognizes that it will be difficult for some communities to meet this requirement. Therefore, each certified jurisdiction making a good-faith effort to

- locate and appoint such professionals, and providing documentation to the State Historic Preservation Office as to how this effort was accomplished will be assisted by the State in receiving a waiver for this stipulation from the National Park Service.
2. Each commission's total membership must also include at least three (3) but not more than eight (8) other non-professional members, who represent a demonstrated interest, experience, or knowledge in historic preservation.
 3. Terms of office of commission members shall be not less than one year of duration.
 4. The appointing authority shall act within 75 working days to fill any vacancy which may occur.
 5. An annual report of the activities of the commission shall be submitted to the state historic preservation office. **Annual reports are due at the end of February and report on the previous calendar year.** New CLGs certified for less than six months are exempt from submitting an annual report in the end of February after their certification. Such reports shall include, but are not limited to, such items as number of nominations/cases reviewed, new designations made, revised resumes of commission members, appointments to the commission, attendance records and all minutes.
 6. The primary activity of a certified local commission is to educate the citizens within the CLG's jurisdiction regarding historic preservation. Each CLG must sponsor a minimum of one historic preservation workshop for the general public and undertake an annual public education program, which disseminates information to the broadest possible audience within the county or municipality. Such a program shall be outlined in the CLG's annual application for funding.
 7. At least one representative of each commission shall attend at least one informational or educational meeting each year sponsored by the state historic preservation office and/or its subgrantees pertaining to the work and functions of the commission or to historic preservation. In addition, the state historic preservation office will make provision for technical assistance and information through staff visits, training and procedural manuals, newspaper articles and other appropriate means to disseminate information of use to CLGs both directly and through other subgrantees.
 8. Conduct, or cause to be conducted, a survey of cultural resources in the community which in form and content will be compatible to the historic and prehistoric inventory conducted by the State. This survey will be updated periodically.
 9. Act in an advisory role to other officials and departments of local government regarding the protection of local cultural resources.
 10. Act as a liaison on behalf of the local government to individuals and organizations within its jurisdiction concerned with historic preservation.

11. Should a CLG be qualified to do so (see below) it will review all proposed National Register nominations for properties within the boundaries of the county or municipality. When a historic preservation commission considers a National Register nomination (e.g., archeological site) which is normally evaluated by a professional in a specific discipline (e.g., archeologist), and that discipline is not represented on the commission, the commission must seek expertise in this area before rendering its decision. Local governments are required to adopt professional standards for each discipline as general guidelines for National Register review. These standards are set by the National Park Service, U.S. Department of the Interior, and are found in Appendix 2. This requirement holds for National Register nomination evaluations and other actions that will impact properties, which are normally evaluated by a professional in such discipline.

This can be accomplished through: (1) hiring an adequately qualified consultant; (2) using commission staff which meet requirements in Appendix 2; or (3) using a representative of the State Historic Preservation Office (SHPO). It shall be noted that representatives of the State Historic Preservation Office will not participate in the State Historic Preservation Office comment on the nomination or action after assisting the Commission with its decision.

C. "The local governments shall maintain a system for the survey and inventory of historic properties."

1. The CLG shall initiate or continue an approved process to identify historic properties within the CLG boundaries.
2. A detailed inventory of the designated districts, sites and/or structures under the specific jurisdiction of the commission will be maintained.
3. All inventory material shall be:
 - a. Compatible with current and published state survey guidelines for historic and prehistoric inventories and the state's comprehensive historic preservation planning process;
 - b. Accessible to the public, except for material that must be kept confidential under the provision of section 304 of the National Preservation Act;
 - c. Updated periodically; and
 - d. Available through duplicates at the State Historic Preservation Office.

4. Commission members shall be encouraged to participate in the survey process.

D. "Local governments shall provide for adequate public participation in the local historic preservation programs, including the process of recommending properties to the National Register."

1. All meetings of historic preservation commissions must be publicly announced, be open to the public and have a previously advertised agenda. Commission meetings must occur at regular intervals at least four times a year. Public notice must be provided prior to any special meetings.
2. Careful minutes of all decisions and actions of the commission including the reasons for making these decisions must be kept on file and available for public inspection. The Commission will submit copies of the minutes to the State Historic Preservation Office no more than thirty (30) calendar days after a meeting.
3. All decisions by a commission shall be made in a public forum and applicants shall be given written notification of decisions of the commission.
4. The rules of procedure adopted by the commission shall be available for public inspection.
5. All reports submitted by the CLG to the State Historic Preservation Office regarding the eligibility of properties shall include assurances of public input. The CLG shall retain a list of all persons contacted during the evaluation period and note comments, which they received. If a public meeting were held, a list of those attending shall be included in the report.

E. "Satisfactorily perform the responsibilities delegated to it under this Act."

The State Historic Preservation Officer may, at his discretion and by mutual written agreement with the local governing body, delegate further responsibilities to the certified local government historic preservation commission.

SECTION 3

CLG PARTICIPATION IN THE NATIONAL REGISTER NOMINATION PROCESS

Section Overview

Section 3 outlines the procedures to be followed by the local historic preservation commission and chief elected official in reviewing and commenting on proposed nominations to the National Register of Historic Places within the boundaries of the CLG.

The general procedures for nomination of properties to the National Register of Historic Places are detailed in 36 CFR 60. The CLG Program established a partnership between the State Historic Preservation Officer (SHPO), the State Historic Society Board of Trustees and CLGs as nominating authorities for National Register functions; it does not delegate to CLGs the sole authority to nominate properties directly to the Register. The following procedures make clear the shared role of CLGs and the SHPO in the nomination process.

- a. Notification of Nomination. Before a property within the jurisdiction of a CLG may be nominated to the National Register by the State, the SHPO will notify the chief elected local official and the commission in accordance with 36 CFR 61, 36 CFR 60, and State procedures and/or guidelines. The SHPO will notify the chief elected local official and the commission at least 60, but no more than 120 calendar days prior to State Review Board consideration (but see Section J.1.d.2), below). These notification procedures must be implemented as soon as a local government is certified, and apply to all nominations within the jurisdiction of the CLG, for which the State has not begun official owner notification procedures as of the date of certification, except as noted below.
- b. Exceptions.
 - 1) The CLG notification procedures do not apply when a nomination is processed by or through a CLG which provides its recommendation and report to the SHPO with the nomination package.
 - 2) CLG notification procedures do not apply where a Federal agency nominates a property under its ownership or control. Federal agencies should, however, be encouraged by the SHPO to coordinate their nominations with CLGs.
- c. The CLG Recommendation and Report. After providing a reasonable opportunity for public comment, the commission shall prepare a report as to whether or not, in its opinion, the property meets the National Register criteria. Within 60 calendar days of notice from the SHPO, the chief elected local official shall transmit the report of the commission, along with his/her recommendation, to the SHPO. Joint

transmittal by the CLG of the nomination and the CLG report and recommendation will facilitate SHPO review and eliminate the need for separate notification and 60-day review by the CLG.

- 1) If the SHPO does not receive the report and recommendation within 60 calendar days, they shall continue the nomination process.

Consistency with the purposes of the Act, and ensuring that National Register decisions take into account local concerns, require that CLGs participate in the National Register nomination process to the maximum extent feasible. A commission should report, and the chief elected local official should transmit the report with his/her recommendations to the SHPO, as often as possible, or in accordance with State CLG performance standards. If a CLG consistently does not provide nomination reports, the SHPO should seek to determine if appropriate technical assistance would encourage greater participation.

- 2) The SHPO may define the format of commission reports.
- 3) When a relevant historic preservation discipline is not represented in the commission membership, the commission shall be encouraged to seek expertise in this area when considering National Register nominations requiring the application of such expertise. Requisite expertise may be provided through consultation with the SHPO or with persons meeting the Secretary of the Interior's Professional Qualifications Standards. For example, if the commission must review the nomination of a prehistoric archeological site, and no commission member is a prehistoric archeologist, the commission is required to obtain the advice of an archeologist meeting the Secretary's Professional Qualifications Standards for purposes of reviewing the nomination. If it cannot, it should notify the SHPO.

- d. State Action Following CLG Recommendation. If both the commission and the chief elected local official recommend that the property not be nominated, the SHPO may not nominate the property unless an appeal is filed in accordance with Section 101(c)(2) of the Act and 36 CFR 60. If either or both the commission and the local chief elected official recommend that the property is eligible for nomination, the SHPO will present the nomination to the State Review Board in accordance with the procedures in 36 CFR 60, and 36 CFR 61.
 - 1) Any report and recommendation made by the CLG shall be included with any nomination submitted by the State to the Keeper of the National Register.
 - 2) The State may expedite the CLG's participation in the nomination process, including shortening the 60-day commenting period, with the concurrence of the CLG as long as owner notification procedures, 36 CFR 60, and 36 CFR 61 have been met.

- a) Where the State and the CLG agree to expedite CLG participation with respect to a particular nomination, the State must keep records that contain the following information:

(1) Name of the CLG; (2) Name of the property; (3) A statement from the CLG declaring that the CLG agrees with the State to expedite the process; (4) Date of concurrence; (5) Signatures of the chief elected local official and the chairperson of the commission; and, (6) Description of the public participation opportunities that have been provided.

- b) Where the State and the CLG agree programmatically to expedite concurrence on all nominations, or in nominations of particular types or groups of properties, the State must obtain and keep records that contain the following information:

(1) Name of the CLG; (2) A statement of applicability to all nominations or nominations of specified types or groups of properties; (3) A statement from the CLG declaring that the CLG agrees with the SHPO to expedite the process; (4) Date of agreement; (5) Description of the public participation opportunities that will be provided; and (6) Signatures of the chief elected local official, the chairperson of the commission, and the SHPO or designee.

- (2) If the State Does Not Have an Approved Program. CLGs will assume the nomination responsibilities of the State for properties under their jurisdiction if the State does not have an Approved State Program. The chief elected local official shall perform the nomination responsibilities of the SHPO as outlined in 36 CFR 60. The commission shall perform the responsibilities of the State Review Board as outlined in 36 CFR 60.

SECTION 4 PROCESS FOR CERTIFICATION OF LOCAL GOVERNMENTS

Section Overview

Section 5 outlines the procedures by which the chief elected official of a local government can request certification, provides for the State to respond within thirty (30) working days to all written requests for certification.

A. The chief elected official of the appropriate local governing body shall request certification from the State Historic Preservation Office. The request shall include:

1. A written assurance by the chief elected official that the local government will fulfill all the standards for certification outlined above;
2. A copy of the local historic preservation ordinance; and
3. The legal instrument(s) creating the commission; and
4. Resumes for each member of the historic preservation commission including, where appropriate, credentials of member expertise in fields related to historic preservation; and
5. The written certification agreement, signed by the chief elected official. It lists the four specific responsibilities of the local government under the CLG Program and any other responsibilities delegated to the local government by the State Historic Preservation Officer. The four specific responsibilities included in the written certification agreement are:
 - a. Enforce appropriate state or local legislation for the designation and protection of historic properties;
 - b. Establish by local law an adequate and qualified historic preservation commission;
 - c. Maintain a system for the survey and inventory of historic properties; and
 - d. Provide for adequate public participation in the historic preservation program, including the process of recommending properties to the National Register of Historic Places.
6. Any laws that provide for the designation and/or protection of historic properties within the jurisdiction of the applicant;

- B. The State Historic Preservation Office will respond to the chief elected official within sixty (60) working days of the receipt of an adequately documented written request indicating if the local government is approved for certification.
- C. After having determined that a CLG application meets all the requirements in State Procedures, the SHPO will forward a request for approval to the National Park Service along with a signed certification agreement and a signed review checklist. The effective date of certification is the date of NPS concurrence.
- D. When a local government is certified it shall have jurisdiction in regards to these procedures. Should a city be a CLG in a county that is also a CLG, the city shall have jurisdiction in its boundaries.

SECTION 5 PROCESS FOR MONITORING AND DECERTIFICATION

Section Overview

Section 6 notes that the state historic preservation office will conduct an annual review and monitoring of CLGs to assure compliance with required standards. It outlines the process for dealing with CLGs not performing adequately, and when necessary, methods for decertifying local governments. Once certified, a local government remains so unless it is necessary to go through the decertification process outlined in this section.

Each CLG must perform the responsibilities delegated to it under the National Historic Preservation Act, as amended, in conformance with these procedures as minimum. The CLG procedures shall be in conformance with federal and/or state standards including the comprehensive historic preservation planning process. These standards will be provided by the State Historic Preservation Office. The State Historic Preservation Office will conduct an annual review and monitoring of CLGs to assure that each government is fulfilling the required standards. The State Historic Preservation Office shall also review the annual reports, records of the administration of funds allocated from the State Historic Preservation Office to the CLG and other documents as necessary.

If the State Historic Preservation Office evaluation indicates that the performance of a CLG is inadequate, the State Historic Preservation Office shall document that assessment and provides written results to the CLG. It will delineate for the local government ways to improve its performance. Inadequate performance may relate to such things as failure to enforce local and state legislation, failure to keep the commission adequately staffed, improper use of funds, failure

to follow through on projects, failure of projects to result in a measurable product or failure to submit reports on nominations.

The CLG shall have a period of not less than thirty (30) or more than one hundred eighty (180) calendar days, depending on the corrective measures required to implement improvements. If the State Historic Preservation Office determines that sufficient improvements have not occurred, the State Historic Preservation Office will recommend decertification of the local government to the Secretary of the Interior, citing specific reasons for the recommendation. The SHPO will notify the CLG of the NPS concurrence with the decertification.

Decertified Local Governments with Subgrants Awarded Prior to Decertification.

- a. Decertification, by itself, may not constitute grounds for termination of a CLG subgrant unless the terms of the subgrant cannot continue to be met after decertification.
- b. The SHPO may conclude normal subgrant closeout procedures (not termination), unless the terms of the subgrant agreement can no longer be met, in which case the SHPO shall terminate the subgrant.
- c. The SHPO may continue to administer the subgrant awarded to the local government if the local government can otherwise meet the work terms and conditions of the subgrant agreement.
- d. As a consequence of decertification, the local government is no longer eligible for CLG subgrants unless recertified. The local government may, however, be eligible for HPF assistance other than the 10 percent minimum pass-through, if available.

The SHPO may also recommend decertification if a CLG requests to be decertified in writing. The SHPO must forward a copy of the CLG's letter as an enclosure to the SHPO's request to decertify the CLG. Compliance with the conditions stipulated above are not required, if the CLG has requested its own decertification.

The NPS will notify the SHPO in writing prior to 30 working days after receipt of the recommendation, if there are problems with the recommendation or if the NPS needs more time to review the recommendation.

SECTION 6

TRANSFER OF HISTORIC PRESERVATION FUNDS TO CLGS

Section Overview

Section 7 notes that at least ten percent of the State's share of the Historic Preservation Fund be transferred annually to CLGs until the annual appropriation is more than \$65 million, at which time one half of the amount over \$65 million will be transferred to CLGs. This section outlines fiscal management requirements and responsibilities of local governments receiving CLG funds stating that they are considered subgrantees of the State. Finally, Section 7 declares that the intent of the South Dakota State Historic Preservation Office is to distribute monies among the maximum number of eligible CLGs and sets up an allocation procedure to accomplish this objective.

The State will ensure that at least ten percent of its share of the Historic Preservation Fund will be transferred annually to CLGs meeting minimum requirements. These minimum requirements appear in Section 2 and below. At such time as the Congress may appropriate more than \$65 million for grants to the states from the Historic Preservation Fund, one half of the excess will be transferred to CLGs according to procedures to be provided by the Secretary of the Interior.

Grants will be awarded in South Dakota on a matching basis for funding of specific projects, which meet the National Park Service criteria for use of HPF funds. Match requirements are determined yearly by the State but will typically be 50% (federal)-50%(local).

CLGs receiving Historic Preservation Fund grants from the State Historic Preservation Office from the CLG share shall be considered subgrantees of the State. Such CLGs receiving grants shall ensure that such transferred monies will not be applied as matching share for any other federal grant. The intent is to use Historic Preservation Fund assistance to augment rather than replace existing local commitment to historic preservation activities. CLGs may participate in the review and approval of National Register nominations whether or not they elect to receive a Historic Preservation Fund pass-through grant.

Once a local government is certified, it remains certified without further action, unless officially decertified. All CLGs are eligible to receive funds from the State's ten percent CLG share of the State's total annual Historic Preservation Fund grant award. However, the State Historic Preservation Office is not required to award funds to all governments that are eligible to receive funds. In order to be eligible to receive a portion of the local share of the Historic Preservation Fund allocation to the State, the Department of the Interior requires that each CLG:

A. Shall have an adequate financial management system which

1. Meets federal standards of Office of Management and Budget Circular A-102, Uniform Administrative Requirements for Grants-in Aid to State and Local Governments,
2. Is auditable in accordance with Office of Management and Budget Circular A-133, Single Audits of State and Local Governments and
3. Is periodically evaluated by the State Historic Preservation Office.

B. Adheres to all required administrative procedures and policies for HPF subgrants established by the SHPO, including those set forth in the Historic Preservation Fund Grants Manual. All costs claimed or applied as matching share must be reasonable, and necessary for proper and efficient conduct of subgrant-supported activities in keeping with OMB Circular A-87. Records must evidence compliance with the competitive procurement requirements of 43 CFR 12.76, including small purchase procedures, or competitive negotiation for professional services.

C. Adheres to requirements mandated by Congress regarding the use of HPF funds. NPS will advise SHPOs of directives contained in annual appropriation laws regarding the use of HPF funds that must be applied to CLGs receiving pass-through funds.

D. Audit of CLG share shall adhere to Office of Management and Budget Circular A-133, "Audit Requirements." Audits will be performed of records by the State Historic Preservation Office. The State is prepared to assist all local governments in developing and implementing financial management systems which address the requirements listed above.

E. Meets the eligibility requirements described in this Historic Preservation Fund Grants Manual, particularly in Chapter 6, Sections D and E, and Chapter 13, Sections B and C. All CLG activities that are assisted with HPF funds, including the matching share, must meet the Secretary of the Interior's "Standards for Archeology and Historic Preservation."

The State Historic Preservation Office will also ensure that the conditions noted above will be clearly stated and included in the State Historic Preservation Office's written agreement with a local government. This contract will also stipulate that CLG funds will be used for activities eligible for Historic Preservation Fund assistance, and that the uses of such funds are consistent with the state comprehensive historic preservation planning process.

The CLG funds will be assigned for distribution to CLGs which meet requirements for matching funds, which insure that money will be spent for approved historic preservation program expenditures, and which have demonstrated successful completion of prior CLG grants.

GRANT AWARD PROCESS

The CLG portion of the State Historic Preservation Office's annual Historic Preservation Fund grant award will be divided into two groups: the Basic Program Allocation fund and the Supplemental Project fund.

CLG grants will be awarded according to the following procedures and guidelines.

- 1) As soon as possible before the CLG grant application deadline, the State Historic Preservation Office shall draft a list of priority historic preservation activities. This list is one of three areas that will be considered concerning project eligibility for Supplemental Project funds. See ITEM 5 below.
- 2) As soon as possible after receiving notice from the Secretary of the Interior indicating the amount of its annual Historic Preservation Fund allocation, the State Historic Preservation Office will notify the CLGs that applications for the Basic Program Allocation fund and the Supplemental Project fund can be submitted.

Example

State's Historic Preservation Fund Allocation	\$460,000
Total Available for CLG Grants (10% of \$460,000)	\$ 46,000
Basic Program Allocation for Each CLG	\$ 2,000

3) Application packets listing the amount available from each fund will be distributed by the State within 30 working days after it receives notification of its Historic Preservation Fund allocation. CLGs may apply for Basic Program Allocation and Supplemental Project funds using the same application. No CLG submitting an acceptable application will receive a grant of less than \$500 as long as federal funds are available. If CLGs request less than their Basic Program Allocation, the remaining money will be added to the Supplemental Fund pool.

4) Any CLG may apply for Supplemental Project funds. Activities eligible to be funded from this grant pool MUST be from the list of priority projects referred to in number 1 above OR be a planning activity related to generating all or parts of a community based comprehensive historic preservation plan OR be listed in such a plan as being necessary to protect local cultural resources. The State realizes that few CLGs have a comprehensive historic preservation plan in place. The State is prepared to assist all CLGs in developing an acceptable plan that meets community needs.

5) Supplemental Project funds will be awarded as follows.

A. Each application will be rated in six categories.

1) Has the CLG met the minimum requirements listed in Section 2?

- Maintained the correct number of commission members that meet at least four times a year and submitted their minutes to the State Historic Preservation Office no more than 30 calendar days after a meeting. Review meeting option for adequate times to conduct project. (5 points)
- Submitted an Annual Report by the deadline (5 points)
- Conducted at least one annual public education project and workshop (5 points)
- Sent at least one commission member to a statewide workshop or annual meeting (5 points)

2) Did the CLG meet grant deadlines in the past three years? (5 points)

- Projects produced in the past three years met the relevant Secretary of the Interior's Standards. (5 points)
- Projects produced in the past three years benefited historic resources throughout the CLG's jurisdiction? (5 points)
- Projects produced in the past three years improved access to and increased the use of previously gathered historic preservation information by the general public. (5 points)
- CLGs less than three years old will be evaluated on their past projects. New CLG's will be evaluated on their potential to complete a quality product and their application narrative describing how the project will be completed.

3) Are the proposed project deadlines realistic? (5 points)

- The proposed project meets the Secretary of the Interior's Standards. (5 points)
- The proposed project benefits historic resources throughout the CLG's jurisdiction. (5 points)
- The project improves access to and increases the use of previously gathered historic preservation information by the general public. (5 points)

4) The CLG has closed out all previously awarded Historic Preservation Fund CLG grants. (20 points)

5) The CLG is able to provide at least dollar for dollar cash match. Examples include a city employee donating time doing preservation work and being paid by the city for that time, cash directly spent by the local government for preservation and direct appropriations to the preservation commission by the local government. Cash match exceeding the amount of the grant amount requested by the CLG from the SHPO is encouraged. (20 points)

6) The project can serve as a model for other CLGs or is innovative in some way. (20 points)

Each proposed project will receive a score out of 120 possible points.

B. The total number of points awarded to all projects will then be calculated.

C. It will be determined what percentage of the total points awarded in the current round are represented by each individual score.

D. Each CLG will receive this percentage of the total amount available in the Supplemental Project fund.

E. Any remaining funds will be distributed by following the process through from Step B to Step D until all the money is awarded. The scores awarded to applications in Step A will be used in these subsequent rounds.

An example of the Supplemental Project fund disbursement appears below.

Supplemental Project Fund Total	\$15,000
Three CLGs Apply for Funding	
CLG #1 Application for \$5,500	Receives 104 points in Step A
CLG #2 Application for \$4,500	Receives 78 points in Step A
CLG #3 Application for \$5,000	Receives 78 points in Step A

260 Total Points (104+78+78) Were Awarded to the Projects

CLG #1 received 40% of the total points awarded. Their first round award is 40% of \$15,000 or \$6,000. They receive the \$5,500 they requested and \$500 is returned to the pool for round two.

CLG #2 received 30% of the total points awarded. Their first round award is 30% of \$15,000 or \$4,500. They receive the \$4,500 they requested.

CLG #3 received 30% of the total points awarded. Their first round award is 30% of \$15,000 or \$4,500. This is \$500 short of their request. Their application goes to the second round and is awarded \$500 since it is the only application left.

6) No CLG will receive more than 30% of the **total** CLG grant pool in any given year.

SECTION 7 APPLICATION FOR PASS THROUGH FUNDS

The chief elected official of a CLG shall submit an annual application to the State Historic Preservation Officer which outlines the proposed activity and the budget, including the source of match for the project/activity which will be funded. See Section 7, item 3 for more information.

SECTION 8 APPLICATION AND GRANT SCHEDULE

Section Overview

Section 9 provides the timetable for grant applications. Applications will be solicited after the State receives notice of its annual grant allocation. Local governments will have a minimum of thirty (30) calendar days to apply for the Basic Program Allocation and Supplemental Project funds. The applications are due on the designated date. Grants will be awarded within sixty (60) working days after the deadline to allow for possible reviews by other state agencies.

- A. Department of the Interior notifies the State Historic Preservation Officer of the annual allocation.
- B. The State Historic Preservation Office notifies the CLGs that applications are available for the Basic Program Allocation and the Supplemental Project group.
- C. Within thirty (30) working days of the Department of the Interior's notification of its HPF appropriation, the State Historic Preservation Office distributes application packets to the CLGs.
- D. CLG returns application by the designated date.
- E. Within sixty (60) working days the State Historic Preservation Officer awards annual grants to CLGs and will make funding rationale available to the public on request.

SECTION 9

PROCESS FOR CERTIFICATION OF CLG PROCEDURES

Section Overview

Section 4 outlines the process for securing public input and comment on amending CLG procedures, provides for a sixty calendar day public comment period, and states the federal government timetable and policies for review of state certification procedures.

- A. Pursuant to 36 CFR 61, the SHPO shall submit its proposed local certification process to the Secretary of the Interior for review and approval. In developing the submission, the SHPO will consult with local governments, local historic preservation commissions and other parties expressing interest; consider local preservation needs and capabilities; and invite comments on the proposed process from local governments, commissions and interested parties. The SHPO proposal submitted to the Secretary of the Interior will review the result of this consultation process.
- B. The SHPO shall establish a method, including circulation of the state's CLG procedures for review by all the certified local governments. A comment is required within a sixty-day period before submission to the Secretary of the Interior. Interested parties will be allowed to comment. Records of all comments received during the sixty day period will be retained by the SHPO and will be available to the Secretary of the Interior upon request.
- C. The Secretary of the Interior will review the proposal and within forty-five (45) calendar days issue an approval or disapproval. This review will be based on compliance with the requirements set forth in 36 CFR 61.
- D. If the proposal is disapproved, the Secretary of the Interior will recommend changes that would make the proposed process acceptable and, in conjunction with the State Historic Preservation Officer, will designate a date by which the revision will be submitted.
- E. If the National Park Service approves the amendment(s), the SHPO must: notify all CLGs in writing; and send amended certification agreements to NPS for each CLG affected by the amendment of the State procedures within 120 calendar days.

Appendix 1 SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE CERTIFIED LOCAL GOVERNMENT PROGRAM

LOCAL GOVERNMENT CERTIFICATION AGREEMENT

Pursuant to the provisions of the National Historic Preservation Act as amended (16 U.S.C. 470 et seq.) to applicable federal regulation (36 CFR 61), and to the State of South Dakota procedures, the City/County of _____, South Dakota, has agreed to:

- (1) Enforce appropriate state or local legislation for the designation and protection of historic properties.
- (2) Maintain an adequate and qualified historic preservation review commission composed of professional and lay members, and memberships with SDSHS and HSDF.
- (3) Maintain a system for the survey and inventory of historic properties.
- (4) Provide for adequate public participation in the historic preservation program, including the process of recommending properties to the National Register.
- (5) Maintain adequate financial management systems.
- (6) Adhere to all requirements of the HPF Grants Manual.
- (7) Adhere to any requirements mandated by Congress regarding use of federal historic preservation funds.
- (8) Adhere to requirements outlined in the State of South Dakota Certified Local Government Procedures issued by the State Historic Preservation Office.
- (9) Include a provision in its ordinance at the next opportunity for revision, stating that the Certified Local Commission members must have "a positive interest, competence, and knowledge of historic preservation."

Upon its designation as a Certified Local Government, the municipality shall be eligible to apply for available CLG allocation funds in competition only with other certified local governments.

Jay D. Vogt, SHPO

City/County Official Signature

Attest: Name and Title

Date

Appendix 2- DEFINITION OF TERMS

The following terms are taken from 36 CFR 61, "Procedures for Approved State and Local Government Historic Preservation Programs."

Certified local government means a local government that has been certified to carry out the purposes of the National Historic Preservation Act in accordance with Section 101(c) of the Act.

Chief elected local official means the elected head of a local government.

CLG share means the funding authorized for transfer to local governments in accordance with Section 103(c) of the National Historic Preservation Act.

Comprehensive historic preservation planning means an ongoing process for resource management that is consistent with technical standards issued by the Department of the Interior and which produces reliable, understandable, and up-to-date information for decision making related to the identification, evaluation, and protection/treatment of historic resources.

Historic Preservation Fund means the program of matching grants-in-aid to the States for historic preservation programs, as authorized by Section 101(d)(1) of the National Historic Preservation Act.

Historic preservation review commission means a board, council, commission or other similar collegial body which is established in accordance with SDCL 1-19B.

Local government means a city, count, township or municipality or any other general-purpose political subdivision of any State.

National Park Service means the bureau of the Department of the Interior to which the Secretary of the Interior has delegated the authority and responsibility for administering the National Historic Preservation Program.

Historic Preservation Grant Manual means the manual that sets forth NPS administrative policies, procedures, and guidelines for Historic Preservation Fund grant-in-aid and which serves as a basic reference for those who are engaged in the administrative and financial management of Historic Preservation Fund grants.

National Register of Historic Places means the national list of districts, sites, buildings, structures, and objects significant in American history, architecture, archeology, and engineering 101(a)(1)(A) of the National Historic Preservation Act.

State Historic Preservation Officer is the official within each State who has been designated and appointed by the Governor to administer the state historic preservation program in the State.

Subgrantee means the agency, institution, organization or individual to which a subgrant is made by the State and which is accountable to the State for use of funds provided.

Appendix 3- QUALIFICATIONS FOR CLG HISTORIC PRESERVATION COMMISSION PROFESSIONAL MEMBERS PARTICIPATING IN NATIONAL REGISTER REVIEW PROCESS

In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time of part-time work adding up to the equivalent of a year of full-time experience.

History. The minimum professional qualifications in history are a graduate degree in history of closely related field; or a bachelor's degree in history of closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, teaching, interpretation or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

Archeology. The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

1. At least one year of full-time professional experience or equivalent specialized training in archeological research, or administration or management;
2. At least four months of supervised field analytic experience in general North American archeology; and
3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistory archeology shall have at least one year of full-time experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of this historic period.

Architectural History. The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history; or a bachelor's degree in architectural history, art history, historic preservation, or closely related field plus one of the following:

1. At least two years full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contributions through research and publication to the body of scholarly knowledge in the field of American architectural history.

Architecture. The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time professional experience in architecture; or a state license to practice architecture.

Historic Architecture. The minimum professional qualifications in historic architecture are a professional degree in architecture or state license to practice architecture, plus one of the following:

1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
2. At least one year of full-time professional experience on historic preservation projects.

Such graduate study or experience shall include detailed investigations of historic structures, preparation of plans and specifications for preservation projects.

Appendix 4- CLG CERTIFICATION APPLICATION CHECKLIST

State: South Dakota

Jurisdiction: _____

Date submitted to State: _____ Date approved by State: _____

(1) Applicant meets the Federal definition of local government and has authority to enforce acceptable legislation for the designation and protection of historic properties.

(2) Applicant has established a historic preservation review _____ commission consisting of members. This meets State procedure requirements for number of members.

There are _____ lay members.

There are _____ professional members qualified in the field of

This meets State procedure requirements for professional membership.

(3) All commission members have a demonstrated, positive interest, competence, or knowledge in historic preservation. _____

(4) Professional members of the commission have been appointed to the extent available in the community, and we have reviewed resumes that document professional qualifications acceptable under the Secretary of the Interior's Historic Preservation Professional Qualification Standards. If not, the applicant satisfactorily documented an adequate search for the requisite professional members **and** how it will obtain access to expertise when needed.

(5) The role and responsibilities of the local government have been specified in detail in the enclosed agreement, including:

A. The four basic responsibilities:

1. Enforcing State or local legislation for the designation and protection of historic resources. _____

2. Maintaining a system for survey and inventory of history properties. _____

3. Providing for adequate public participation in the historic preservation program. _____

4. Reviewing National Register nominations through a qualified local commission. _____

B. Additional responsibilities.

1. Required of CLGs that receive grants from SHPO. _____
 - a. Maintain adequate financial management systems. _____
 - b. Adhere to all requirements of the Historic Preservation Fund Grants Manual. _____
 - c. Adhere to any requirements mandated by Congress regarding use of federal historic Preservation funds. _____
 - d. Adhere to requirements outlined in the State of South Dakota Local Government Participation Procedures issued by the SHPO. _____
2. Requirements specific to the CLG (if any stipulated). _____

(6) The CLG contact person, including title/position, mailing address, and telephone number.

(7) The Certification Agreement has been signed by SHPO and Chief Elected Local Official. _____

(8) Any other information relevant to this application:

STATE REVIEWER

Signature

Name and Title

Date



www.state.sd.us/deca/cultural



900 Governors Drive
Pierre, SD 57501-2217
(605) 773-3458



Your quote request is below:

Model: [Tool Vault Elite XL 84" 23-Drawer Roller Cabinet with Side Box](#)

SKU: TV-84Combo13

Quantity: 1

Color: N/A

Price: \$7295.00

Shipping: Free Freight Shipping (Standard Delivery/No Lift Gate)

Grand Total: \$7295.00

Please let me know if you have any questions or if you would like to proceed with this order.

Thank you,

Please note that this quote is only valid until 08/06/2026

Please also note we do not accept any terms. Item must be prepaid before it ships (credit card, EFT, check)

Customer Information:**City of Deadwood**

Randy Adler

605-920-3954

Ship To:

CPU

randy@cityofdeadwood.comQuotation Date:

7/28/26

<u>QTY</u>	<u>"</u>		<u>SIZE</u>		<u>'</u>	<u>DESCRIPTION</u>	<u>BOARD FEET EA</u>	<u>PRICE PER MF</u>	<u>PRICE EA</u>	<u>ITEM TOTAL</u>
30	6	x	6	x	8	#1 D Fir Rgh - Bollard Top Posts - QNAP	24.00	\$3,750.00	\$90.00	\$2,700.00
									Total	\$2,700.00

Total Board Feet: 720.00

Quote prepared by:

Vicki Mele-Fay

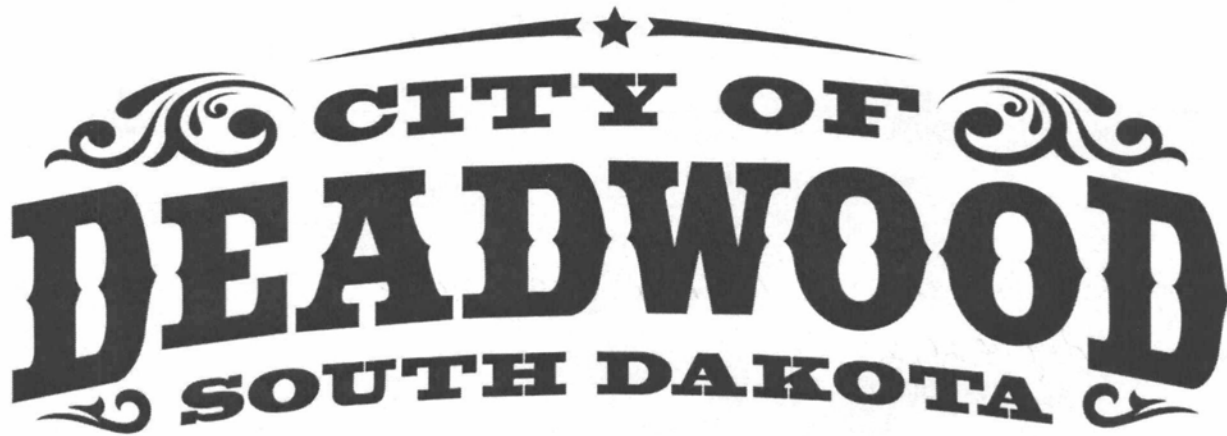
PO Box 8 – Whitewood, SD 57793
Ph. No. 605-269-2215Notes:

Above price does not include applicable tax

Above price F.O.B. Whitewood, SD

All material Copper Napthenate .075 pcf per AWPA UC4C

Allow 60-90 days for material



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

Instructions:

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

EVENT INFORMATION

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

Event Title: kool Dwd. Nites / VFW Beer salesEvent Date(s): Aug 20, 21, 22 Total Anticipated Attendance: _____
(month, day, year)

(# of Participants _____ # of Spectators _____)

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

Location / Staging Area: _____

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

Please describe the scope of your setup / assembly work (specific details): Set up beer sale booth / tent next to Sierver St. on South Side of train depotDismantle Date: Sat. 22nd evening Completion time: _____ AM / PMList any street(s) requiring closure as a result of this event. Include street name(s), day, date and time of closing and time of re-opening: _____

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

OPEN CONTAINER

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

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Business who will be serving alcohol at event: _____

Adopted March 2, 2026

APPLICANT AND SPONSORING ORGANIZATION INFORMATION☐ Commercial (for profit)☐ Noncommercial (nonprofit)Sponsoring Organization: VFW Post 5969Chief Officer of Organization (NAME): Osborne Enderby ; CMDR

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

Name: NoneAddress: _____
(city) (state) (zip code)Contact person "on site" day of event or facility use Rollin Sieveke Pager/Cell #: 920-1943

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

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

FEES / PROCEEDS / REPORTING

NO

☐

YES

☒

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

☒☐

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

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

OVERALL EVENT DESCRIPTION:**ROUTE MAP/ SITE DIAGRAM/ SANITATION**

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

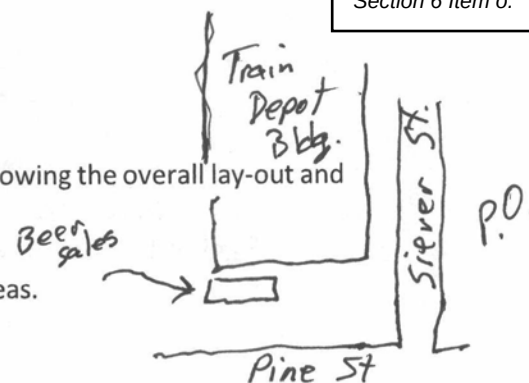
We will sell tap beer in city Approved event glasses. An awning type tent, approx. 10'x10' will be erected over our tap cooler. Trash can will be provided. Staffing by VFW volunteers. All proceeds are directed to one of our Veteran relief funds. Site will be kept clean.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

- NO YES
- ☐ ☒ Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.
- ☐ ☒ Will Items or services be sold at the event? If **YES**, please describe: *along with drink sales, we provide glass insulating sleeves for sale.*
- ☒ ☐ Does this event involve a moving route of any kind along streets, sidewalks, or highways? If **YES**, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-of-Way.
https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermitToOccupyROW.pdf
- ☐ ☒ Does this event involve a fixed venue site? If **YES**, attach a detailed site map showing all street impacted by the event. *off street set up next to parking lot. will not affect traffic.*

Adopted March 2, 2026

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



- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.
- Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: NA

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

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER(SPECIFY): NA

- First Aid Facilities and Ambulance locations. none provided
- Tables and Chairs. none provided (except chairs for volunteers)
- Fencing, Barriers and / or Barricades. none
- Jersey Barriers and Equipment used for other than safety purposes NA \$25.00
- Generator Locations and / or Source of Electricity. City provided outlet.
- Canopies or Tent Locations. VFW provided tent
Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:
 10' by 10' Set up and take down \$200.00
 20' by 30' Set up and take down \$400.00
 20' by 40' Set up and take down \$600.00
- Booths, Exhibits, Displays or Enclosures. NA
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures. NA
- Vehicles and / or Trailers. NA
- Trash Containers and Dumpsters. Trash receptical provided
 (NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition.
 Number of trash cans: Two Trash Containers w / lids: _____
- Garbage Removal Fee - \$150.00/hour/employee – if the City of Deadwood has to remove the garbage after the event.

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Site to be kept clean @ all times, clean up at end of each day and final clean-up.

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO

YES



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

Security Organization: _____

Security Organization Address: _____

(city)

(state)

(zip code)

Security Director (Name): _____

Business phone: _____

NO

YES



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

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

Number NA Ambulance(s) – How provided? _____

Number NA Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: AKA

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

Acknowledge acceptance with initial: AKA

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO
☒

YES
☐

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

Number of Stages: _____

Number of Bands: _____

Type of Music: _____

☒

☐

Will **sound amplification** be used?

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

☒

☐

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

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

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

☒

☐

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

☒

☐

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

PROMOTION/ADVERTISING/MARKETING/INFORMATION

NO

YES



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



Will there be any live media coverage during your event? If **YES**, please explain:

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

NAME: Rollin Sieveke

PHONE: 605. 920. 1943

INSURANCE REQUIREMENTS

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

Name of Insurance Company:

Lockton Affinity LLC

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

AFFIDAVIT OF APPLICANT

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

Name of Applicant (PRINT): Rollin Sievete

Roll. Sievete / VFW
(Signature of Applicant/Sponsoring Organization)

Title: Quartermaster

Date: 7-10-26

VENDING

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

Adopted XXXXXX



Aerial photo of 199 Cliff Street



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: August 3, 2026
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
RE: Request for Variance

APPLICANT(S): Martin Reynolds

PURPOSE: Request for Variance

ADDRESS: 199 Cliff Street

LEGAL DESCRIPTION: Lots 27, 28 and 30 and vacated McDonald Street of Pecks Gardens Subdivision, located in the NE ¼ and the SE ¼ Section 27, T5N, R3E, B.H.M. City of Deadwood, Lawrence County, South Dakota

FILE STATUS: All legal obligations have been completed.

ZONE: R1 - Residential

STAFF FINDINGS:

Surrounding Zoning:

North: R1 – Residential
South: CH – Commercial Highway
East: R1 – Residential
West: R1 – Residential

Surrounding Land Uses:

Residences
Comfort Inn; creek
Residences
Super 8 Hotel; highway

Request for Variance
199 Cliff Street
August 3, 2026

SUMMARY OF REQUEST

The applicant has applied for a variance to Ordinance Chapter 17.24.040(A)(2) Area and Bulk Requirements. (Minimum lot area for all new lots: five thousand (5,000) square feet).

FACTUAL INFORMATION

1. The property is currently zoned R1 - Residential.
2. The property is partially located within a flood zone, with the outer edge of the property located in a floodway.
3. The area is characterized by single-family homes along Peck Street and a mix of single-family homes and businesses along Cliff Street.

STAFF DISCUSSION

This agenda item was continued from the July 20, 2026, Board of Adjustment meeting.

The applicants have submitted a Request for a Variance to Ordinance 17.24.040 (A)(2) – Area and Bulk Requirements. (Minimum lot area for all new lots: five thousand (5,000) square feet). According to the application, the boundary lines for five (5) new lots placed on the existing Lots 27, 28 and 30 will measure between 3,013 and 3,453 square feet each. A variance from the required five thousand (5,000) minimum lot area for all new lots is requested. The modest lot size is intended to allow for modest, and affordable, single-family housing.

COMPLIANCE:

1. The Zoning Office provided notice identifying the applicant, describing the project and its location, and giving the scheduled date of the public hearing in accordance with Section 11-4-4.4.
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

Request for Variance

199 Cliff Street

August 3, 2026

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.

To develop the property with affordable housing, the property owner is requesting lot sizes that meet the minimum lot area for nonconforming lots of record, which equate to two thousand five hundred (2,500) square feet.

The request for a variance was denied by the Planning and Zoning Commission on July 15, 2026, for a lack of undue hardship. While the applicant has acknowledged the city's need and strives to provide affordable housing, this likely does not make it an undue hardship.

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

The subject property is in zoning district R1 – Residential, and single-family homes are allowed within this zone as a use by right.

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 lots will measure approximately thirty-three (33) feet wide and one hundred (100) feet deep. This will allow for a proposed five (5) modestly sized single-family homes with garages to be built on the existing lot. The proposed configuration of the homes will allow for three (3) homes to face Peck Street and two (2) homes to face Cliff Street.

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 public welfare; however, public comments have included claims that the request will be injurious to public welfare due to aesthetics, traffic, parking and possible encroachment within the flood plain.

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

Request for Variance
199 Cliff Street
August 3, 2026

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

The current size and configuration of the existing lot would allow for three (3) traditional new lots. The proposed configuration will provide for an additional two (2) lots to be added. In this case the claim of economic hardship becomes self-created and was established by purchase of the property with or without knowledge of the restrictions.

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 significantly increase the congestion in the public streets. Additionally, staff recognize a portion of the Cliff Street lot(s) are in the flood plain and floodway; however, prior to any construction, the applicant is aware that a floodplain development permit would need to be obtained. Staff recommend this be a condition of approval of said variance, plat approval and building permit.

7. A fee, as adopted by resolution, 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 in approval of a variance is found, the administrator shall inform the applicant by registered mail of the violation and shall require

Request for Variance
199 Cliff Street
August 3, 2026

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 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. Required permits and inspections will be completed to ensure compliance with building codes.
2. A Flood Plain Development Permit be obtained prior to any issuance of building permit along Cliff Street lot(s).

ACTION REQUIRED:

1. Approval/Denial by Deadwood Board of Adjustment (Denied by Planning and Zoning Commission July 15, 2026. Continued by Board of Adjustment July 20, 2026).

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

x5 = \$1,000.

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

Name of Petitioner: _____ Telephone: _____

Address: _____ DEADWOOD SD 57732
 Street City State Zip

Legal Description of Property: PLEASE SEE ATTACHED

Property Address: _____
 Street City State Zip

Description of Request: Boundary Line Adjustment on LOT 27, 28, 30
PECK ST SUBDIVISION 1948

Appeal from Section: _____

Signature of Applicant: _____ Date: 5-9-26

Signature of Property Owner: _____ Date: 5-9-26

Fee: \$ 1,000 Paid On 208762 Receipt Number 6/2/26

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): _____



Aerial photo of 199 Cliff Street



OFFICE OF
PLANNING, ZONING AND
HISTORIC
PRESERVATION
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Planning, Zoning and
Historic Preservation Officer
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kevin@cityofdeadwood.com

BOARD OF ADJUSTMENT STAFF REPORT APPLICATION FOR PLAT

Date: August 3, 2026
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
To: Board of Adjustment
RE: Application for Plat

APPLICANT: Martin Reynolds

PURPOSE: Create five (5) new lots from three (3) existing lots for the purpose of development.

ADDRESS: 199 Cliff Street

LEGAL DESCRIPTION: Lots 27, 28 and 30 and vacated McDonald Street of Pecks Gardens Subdivision, located in the NE ¼ and the SE ¼ Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

FILE STATUS: All legal obligations have been completed.

STAFF FINDINGS:

Surrounding Zoning:

North: R1 – Residential
South: CH – Commercial Highway
East: R1 – Residential
West: R1 – Residential

Surrounding Land Uses:

Residences
Comfort Inn; creek
Residences
Super 8 Hotel; highway

SUMMARY OF REQUEST

The purpose of this plat is to subdivide three (3) existing lots into six (6) new lots for the purpose of building five (5) single-family homes on five (5) of the new lots. An existing structure will remain on one (1) of the lots.

FACTUAL INFORMATION

1. The property is currently zoned R1 – Residential.
2. The combined lots will be comprised of 27,767 square feet $\pm$ which equates to 0.637 acres $\pm$.
3. The property is located within the 500-year and 100-year floodplains, with a small section sitting within the floodway.
4. Public facilities are available to serve the property.
5. The area is currently characterized by a mixture of single-family residential and uses.

STAFF DISCUSSION

The subject property is owned by Martin Reynolds.

1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
2. Land is identified with a new legal description for the transfer of the land.
3. Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
4. A date is shown on the plat and serves to "fix in time" the data represented on the plat.
5. The street bounding the lot is shown and named.
6. All certifications are indicated and correct on the plat.
7. Dimensions, angles and bearings are shown along the lot lines.
8. Scale of the plat is shown and accompanied with a bar scale.
9. Area's taken out of the mineral survey and remaining acreage is indicated on the plat.

ACTION REQUIRED:

1. Approval/Denial by Board of Adjustment (Denied by Planning and Zoning Commission July 15, 2026. Continued by Board of Adjustment July 20, 2026).

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



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

Section 9 Item b.

Application No. _____

APPLICATION FOR PLAT

Application/Filing Fee: \$200.00 per lot $\times 5$ \$1,000.

The application fee needs to be paid when plat is submitted to the Planning and Zoning Office.

Applicants: Please read thoroughly prior to completing this form. Only complete applications will be considered for review. Applications must be received no later than fifteen (15) days prior to the P&Z Commission meeting. Mylar(s) must be received by the Planning and Zoning office no later than the Wednesday before the scheduled meeting. The Planning and Zoning Commission meets the first and third Wednesday of each month.

Applicant: [REDACTED] REYNOLDS

Address: [REDACTED]
Street City State Zip

Phone Number: [REDACTED] Email Address: [REDACTED]

Property Address: 199 CLIFF ST DEADWOOD

Property Owner: [REDACTED]

Property Owner Phone Number: [REDACTED]

Full Legal Description of Property: PLEASE SEE ATTACHED PECK ST SUBDIVISION
1948

Purpose of this Plat: ADD TWO ADDITIONAL LOTS FOR NEW HOMES

Summary of this Plat: _____

1. The following documents shall be submitted:

- An improvement survey, including all easements,
- Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and
- A copy of the full legal description from the Lawrence County Register of Deeds Office.

Check the box to confirm the following information is included on the plat and is accurate:

- ☒ The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
- ☒ Land is identified with a new legal description for the transfer of the land.
- ☐ Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
- ☐ A date is shown on the plat and serves to "fix in time" the data represented on the plat.
- ☒ The street bounding the lot is shown and named.
- ☐ All certifications are indicated and correct on the plat.
- ☒ Dimensions, angles, and bearings are shown along the lot lines.
- ☐ Scale of the plat is shown and accompanied with a bar scale.
- ☐ Area's taken out of the mineral survey and remaining acreage is indicated on the plat.
- ☐ I understand I am required to have the Lawrence County Register of Deeds email a digital copy of the completed final copy of this plat to kevin@cityofdeadwood.com.

Signature of Owner/Applicant:  Date: 5-9-26

Staff Use Only

Fee: \$ 1,000 Paid On 6/2/26 Receipt Number 208762

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/Board of Adjustment:	Yes	No	Date: _____

Reason for Denial (if necessary): _____

Prepared By:

Nies Karras & Skjoldal, P.C.
PO Box 759
Spearfish, SD 57783
(605) 642-2757

WARRANTY DEED

Deborah L. Brand was appointed Personal Representative of the **Estate of Richard L. Boyle** by the Clerk of the Circuit Court of Lawrence County, South Dakota, on December 23, 2025, and Letters of Personal Representative were issued on December 23, 2025, which Letters are unrevoked and remain in full force and effect; a copy of the Letters certified to the date of this deed or later is attached.

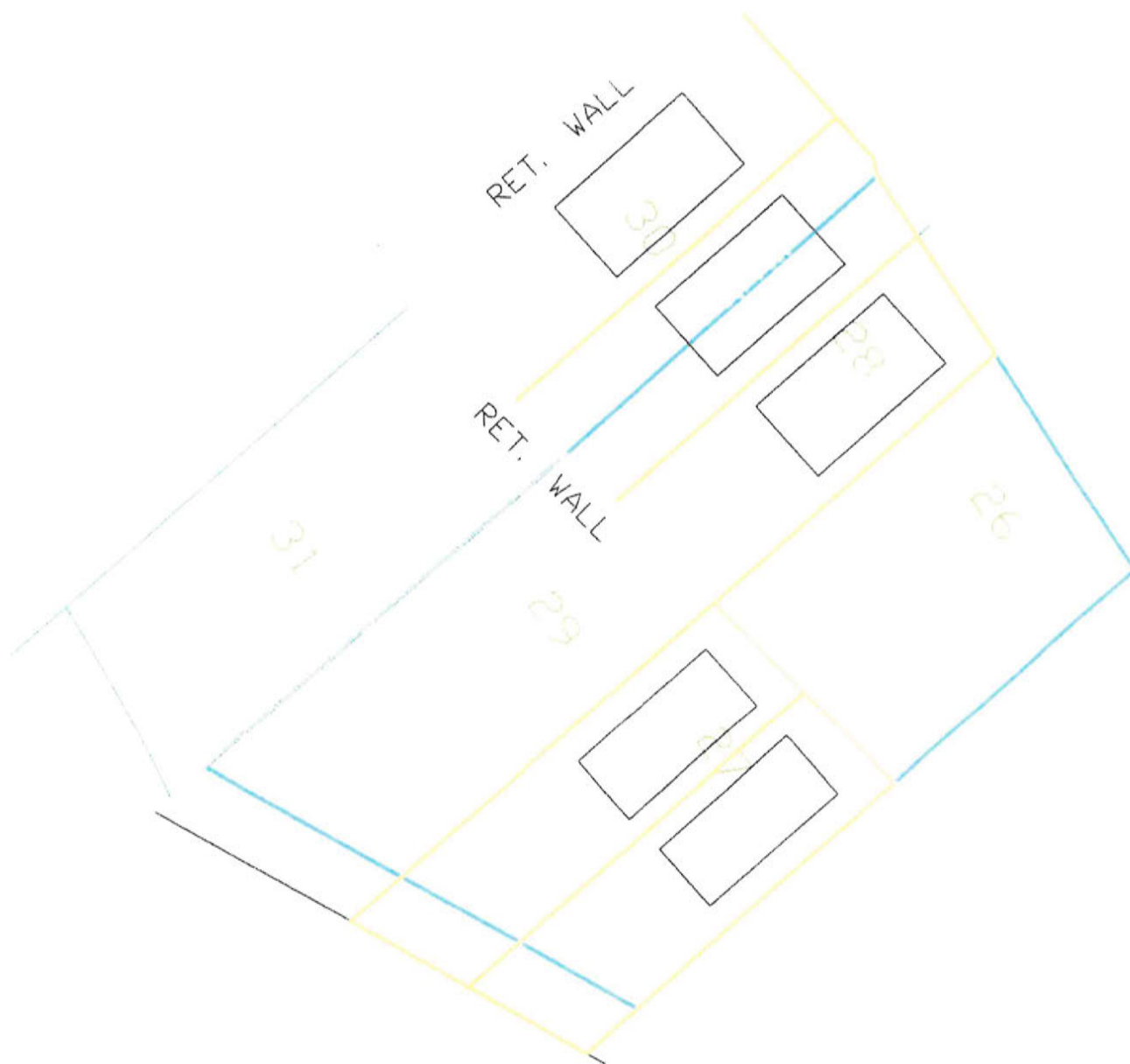
Deborah L. Brand as the duly appointed, qualified, and acting Personal Representative of the Estate of Richard L. Boyle, with a mailing address of 199 Cliff Street, Deadwood, SD 57732, Grantor, for valuable consideration, sells, conveys, transfers, assigns, and releases to **Martin Reynolds and Amanda Reynolds**, husband and wife, as joint tenants with right of survivorship and not as tenants in common, of 40 Taylor Avenue, Deadwood, SD 57732, Grantees, all interest of the decedent and the estate of decedent now owned or hereafter acquired in the following described real estate in Lawrence County, South Dakota:

Lot 28, Lot 30, and Lot 31 in Peck's Garden Subdivision, being a portion of Probate Lots 138 and 327 within the Original Townsite of Deadwood, Lawrence County, South Dakota, as per Plat made by S.C. Berry on file in the Lawrence County Register of Deeds Office, Lot 31 being further described as a tract of land which faces Highway 85 with a 52.87' frontage, running back on the South boundary 110.74' thence East on the rear boundary 50 feet, thence North to Highway 85, a distance of 128.1', EXCEPTING therefrom Lot H-1 of Lot 31 deeded to the State of South Dakota as shown on the plat filed as Document No. 92-3018;

Lot 27 Pecks Garden Subdivision in the City of Deadwood, and vacated McDonald Street adjoining Lot 27, Lawrence County, South Dakota; and,

Lot 29 Pecks Garden Subdivision in the City of Deadwood, and adjoining vacated McDonald Street, Lawrence County, South Dakota, EXCEPTING therefrom Lot H-1 in a portion of McDonald Street adjacent to Lot 29,

subject to all covenants, conditions, restrictions, reservations, agreements, easements, and rights-of-way of record or expressly conveyed or reserved in prior grants or deeds by operation of federal or state law.



**CITY OF DEADWOOD
ORDINANCE 1447**

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

SECTION 1: ADOPTION “2.12.060 Enforcement” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

2.12.060 Enforcement*(Added)*

Pursuant to South Dakota Codified Law, any fire official engaged in fire prevention and inspection work may at all reasonable times enter and examine any building, structure, vessel, vehicle, or premises for the purpose of making fire safety inspections. The fire official shall first obtain the consent of the occupant thereof or obtain an inspection warrant pursuant to chapter 34-43 except in those instances where an emergency exists. As used in this section, "emergency" means circumstances which a fire official has reason to believe exist, which may constitute immediate danger to life and property.

Any official designated by the Deadwood City Commission to do so is hereby authorized and directed to administer and enforce all fire-related ordinances and adopted fire codes within the jurisdiction of the City of Deadwood. The City Commission may by resolution designate the official tasked with the enforcement of all fire related ordinances.

SECTION 2: EFFECTIVE DATE This Ordinance shall be in full force and effect from August 26, 2026 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

_____.

Presiding Officer

Attest

Charlie Struble-Mook, Mayor, City of
Deadwood

Jessica McKeown, Finance Officer,
City of Deadwood

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 APPLICATION FOR PLAT

Date: August 3, 2026
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
To: Board of Adjustment
RE: Application for Plat

APPLICANT: Optima LLC

PURPOSE: Revise existing three (3) lots to reflect historical context and prepare for future residential development.

ADDRESS: 37 Charles Street

LEGAL DESCRIPTION: Plat of Lots 9R, 13R and 17R in Block 71, Original Town of Deadwood, formerly Lots 9, 11, 13, 15, 17 & 107B in Block 71, Original Town of Deadwood according to the P.L. Rogers Map of the City of Deadwood (Lots 15 and 17 are also described historically as Lots 17 and 19 in Block 1 of Cleveland Addition to the City of Deadwood), Original Townsite, City of Deadwood, Lawrence County, South Dakota located in Section 26, T5N, R3E, BHM.

STAFF FINDINGS:

Surrounding Zoning:

North: CE – Commercial Enterprise
South: R1 – Residential
East: C1 - Commercial
West: C1 - Commercial

Surrounding Land Uses:

Retail
Residences
Residences/Retail
Hospital

SUMMARY OF REQUEST

The purpose of this plat is to re-define the boundaries of the existing lots into three (3) single-family residential lots based on the original historical context. Future plans for the site are to relocate five (5) existing buildings from Lower Main Street to the newly platted parcels created by this request. The applicant is also petitioning to rezone the property from C1-Commercial to R1-Residential.

FACTUAL INFORMATION

1. The property is currently zoned C1 – Commercial.
2. Lot 9R will be comprised of 7,405 square feet $\pm$ which equates to 0.17 acres $\pm$.
3. Lot 13R will be comprised of 8,712 square feet $\pm$ which equates to 0.2 acres $\pm$.
4. Lot 17R will be comprised of 7,405 square feet $\pm$ which equates to 0.17 acres $\pm$.
5. Combined lots will be comprised of 23,522 square feet $\pm$ which equates to 0.54 acres $\pm$.
4. The property is partially located within the 500-year floodplain.
5. Public facilities are available to serve the property.
6. The area is currently characterized by commercial uses with a residential neighborhood on the hill behind the property and residential structures to the East.

STAFF DISCUSSION

The subject property is owned by Optima LLC.

1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
2. Land is identified with a new legal description for the transfer of the land.
3. Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
4. A date is shown on the plat and serves to "fix in time" the data represented on the plat.
5. The street bounding the lot is shown and named.
6. All certifications are indicated and correct on the plat.
7. Dimensions, angles and bearings are shown along the lot lines.
8. Scale of the plat is shown and accompanied with a bar scale.

9. Area's taken out of the mineral survey and remaining acreage is indicated on the plat.

ACTION REQUIRED:

1. Approval/Denial by Board of Adjustment (approved by Planning and Zoning Commission July 15, 2026).

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



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

Section 10 Item b.

Application No. _____

APPLICATION FOR PLAT

Application/Filing Fee: \$200.00 per lot

The application fee needs to be paid when plat is submitted to the Planning and Zoning Office.

Applicants: Please read thoroughly prior to completing this form. Only complete applications will be considered for review. Applications must be received no later than fifteen (15) days prior to the P&Z Commission meeting. Mylar(s) must be received by the Planning and Zoning office no later than the Wednesday before the scheduled meeting. The Planning and Zoning Commission meets the first and third Wednesday of each month.

Applicant: _____

Address: _____
Street City State Zip

Phone Number: _____ Email Address: _____

Property Address: Charles Street (open lots between 31 and 61 Charles Street)

Property Owner: _____

Property Owner Phone Number: _____

Full Legal Description of Property: Lots 9, 11, 13, 15, 17 and 107B in Block 71, Original Town of Deadwood, according to the P.L. Roger's Map of the City of Deadwood, Lawrence County, South Dakota.

Purpose of this Plat: Reconfiguration of existing lot layout into 3 single-family residential lots in support of the relocation of historically contributing structures from their current location on Lower Main Street to Charles Street.

Summary of this Plat: Consolidation of existing 6 lots into 3 lots suitable for single family residential use.

1. The following documents shall be submitted:

- An improvement survey, including all easements,
- Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and
- A copy of the full legal description from the Lawrence County Register of Deeds Office.

Check the box to confirm the following information is included on the plat and is accurate:

- ☒ The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
 - ☒ Land is identified with a new legal description for the transfer of the land.
 - ☒ Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
 - ☒ A date is shown on the plat and serves to "fix in time" the data represented on the plat.
 - ☒ The street bounding the lot is shown and named.
 - ☒ All certifications are indicated and correct on the plat.
 - ☒ Dimensions, angles, and bearings are shown along the lot lines.
 - ☒ Scale of the plat is shown and accompanied with a bar scale.
 - ☐ Area's taken out of the mineral survey and remaining acreage is indicated on the plat.
- ☒ I understand I am required to have the Lawrence County Register of Deeds email a digital copy of the completed final copy of this plat to kevin@cityofdeadwood.com.

Signature of Owner/Applicant: _____  Date: 06/23/26

Staff Use Only

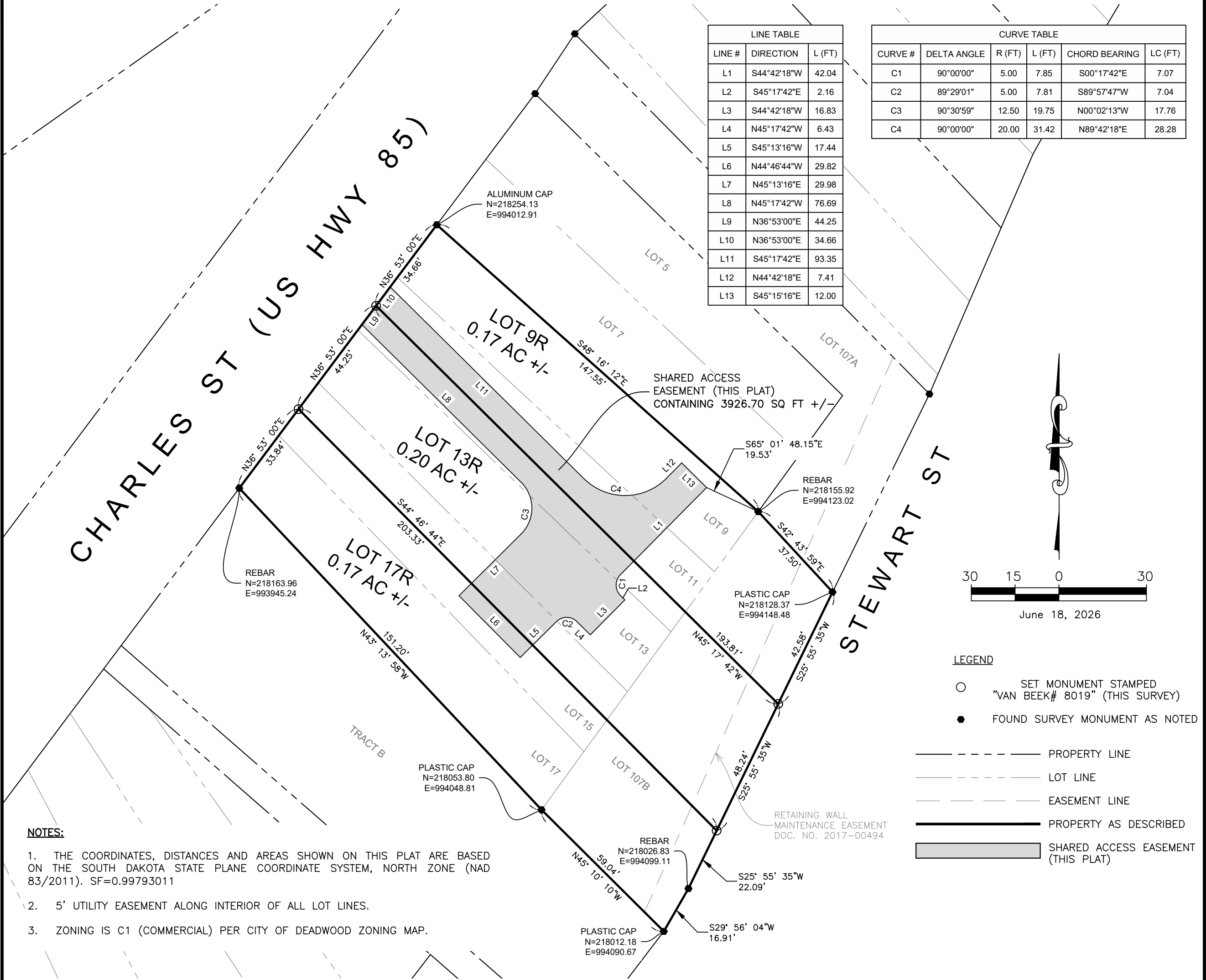
Fee: \$ _____ Paid On _____ Receipt Number _____

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/Board of Adjustment:	Yes	No	Date: _____

Reason for Denial (if necessary): _____

PLAT OF LOTS 9R, 13R AND 17R IN BLOCK 71
ORIGINAL TOWN OF DEADWOOD

FORMERLY LOTS 9, 11, 13, 15, 17 & 107B IN BLOCK 71, ORIGINAL TOWN OF DEADWOOD
ACCORDING TO THE P.L. ROGER'S MAP OF THE CITY OF DEADWOOD
(LOTS 15 AND 17 ARE ALSO DESCRIBED HISTORICALLY AS LOTS 17 AND 19 IN BLOCK 1
OF CLEVELAND ADDITION TO THE CITY OF DEADWOOD)
ORIGINAL TOWNSITE, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA
LOCATED IN SECTION 26, T5N, R3E, BHM



SURVEYOR'S CERTIFICATE
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, JOHN R. VAN BEEK, REGISTERED LAND SURVEYOR, NO. 8019 IN THE STATE OF SOUTH DAKOTA, HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA. THAT AT THE REQUEST OF THE OWNER AND UNDER MY SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN AND DESCRIBED HEREON. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING.

DATED THIS ____ DAY OF _____, 20____.

JOHN R. VAN BEEK REGISTERED LAND SURVEYOR 8019

OWNER'S CERTIFICATE
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

____ DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER: _____
ADDRESS: _____

ACKNOWLEDGEMENT OF OWNER
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS ____ DAY OF _____, 20____, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC: _____

APPROVAL OF HIGHWAY AUTHORITY
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL REQUIRE ADDITIONAL APPROVAL.

HIGHWAY AUTHORITY: _____

APPROVAL OF THE DEADWOOD PLANNING AND ZONING COMMISSION
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

THIS PLAT APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DEADWOOD, THIS ____ DAY OF _____, 20____.

SIGNED: _____
CHAIRMAN

ATTEST: _____
CITY PLANNER

APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

THIS PLAT APPROVED BY THE CITY OF DEADWOOD, SOUTH DAKOTA, THIS ____ DAY OF _____, 20____.

SIGNED: _____
MAYOR

ATTEST: _____
FINANCE OFFICER

OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT. DATED THIS ____ DAY OF _____, 20____.

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION

CERTIFICATE OF COUNTY TREASURER
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, _____, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT _____ TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS ____ DAY OF _____, 20____.

LAWRENCE COUNTY TREASURER: _____

CERTIFICATE OF REGISTER OF DEEDS:
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

FILED FOR RECORD THIS ____ DAY OF _____, 20____,
AT ____ O'CLOCK ____ M., AND RECORDED AS DOCUMENT # _____.

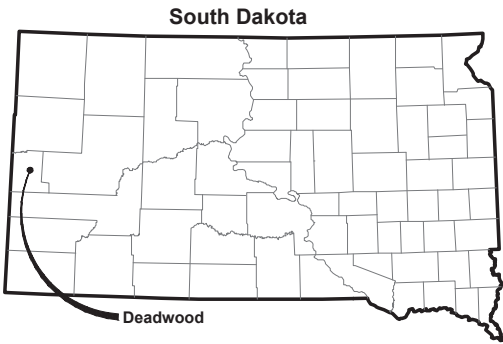
REGISTER OF DEEDS: _____ FEE: \$ _____

OWNER:
OPTIMA, LLC
927 MAIN STREET
RAPID CITY, SD 57702
PHONE: 605-431-3160

PREPARED BY:
AVID4 ENGINEERING, INC.
1805 SAMCO ROAD
RAPID CITY, SD 57702
PHONE: 605-343-3311

FULL SIZE PLOT 11X17 COLOR

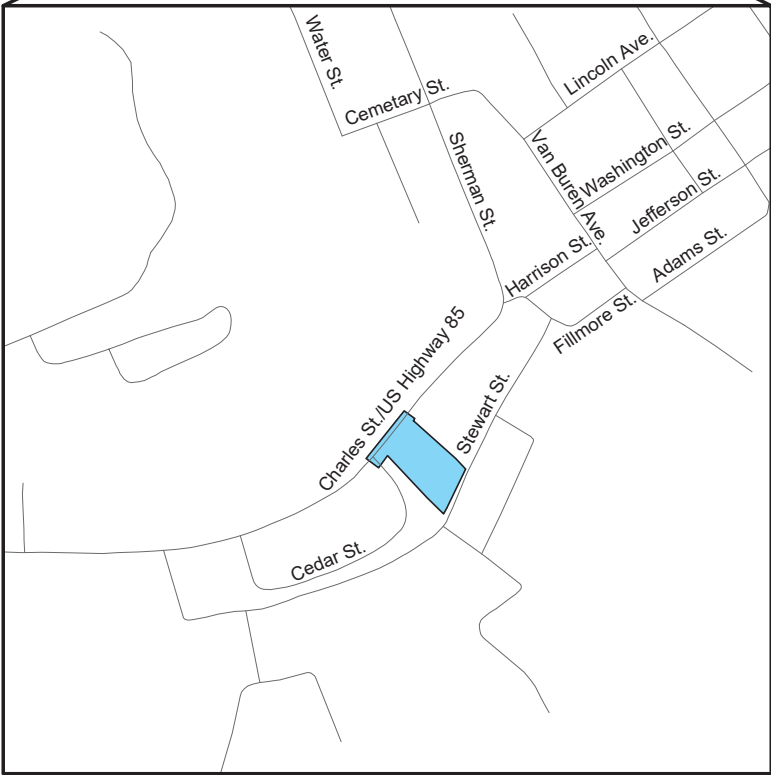
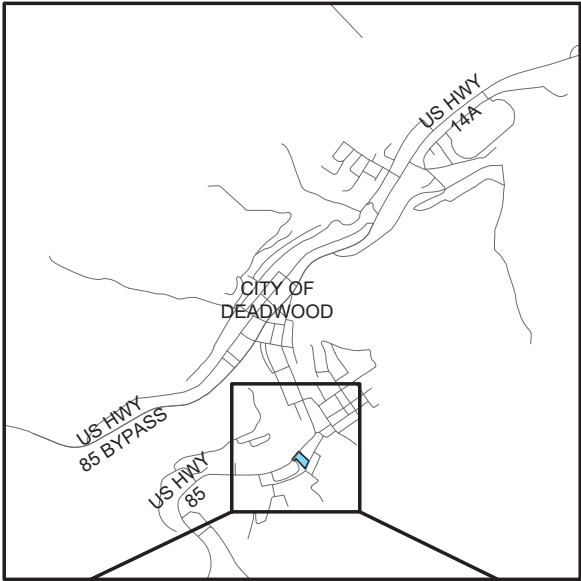
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Relocation of Historic Resources from Lower Main Street to Charles Street

City of Deadwood
Lawrence County

City of Deadwood, South Dakota



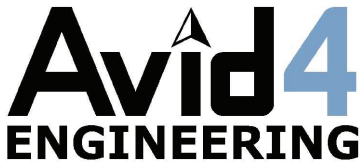
Project Location Map Not To Scale



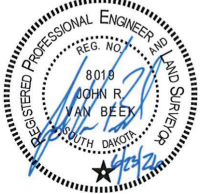
11" X 17" Original size



Prepared By:



1805 Samco Road, Rapid City, SD 57702 · Phone: (605) 343-3311 · www.Avid4eng.com



- Civil Engineering
- Water Resources
- Transportation
- Geospatial Solutions

FULL SIZE PLOT 11X17 COLOR

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STANDARD SPECIFICATIONS All work in the public Right-of-Way shall be constructed in accordance with the South Dakota Department of Transportation Standard Specifications for Roads and Bridges. All water and sanitary sewer work shall be constructed in accordance with the City of Rapid City Standard Specifications. The Contractor shall notify the Engineer of conflicts between drawings and the Standard Specifications. PROJECT COORDINATION Contractor is responsible for coordinating work with all adjacent property owners that will be temporarily impacted by construction of this project. PERMITS The Contractor shall be responsible for obtaining the required permits for these projects. the following permits will be required for this projects: <table><tr><td>Permit:</td><td>Submitted by:</td></tr><tr><td>Temporary Discharge Permit</td><td>Contractor (if necessary)</td></tr><tr><td>Building Permit</td><td>Contractor</td></tr><tr><td>City Contractor Licence</td><td>Contractor/Subcontractors</td></tr><tr><td>SDDOT Right-of-Way Permit</td><td>Contractor</td></tr><tr><td>SDDOT Occupy Permit</td><td>Contractor</td></tr></table> EROSION, SEDIMENT, AND WATER POLLUTION CONTROL The project will disturb approximately 0.4 acres and a SDDANR permit is not required for this project. The Contractor is responsible for controlling site runoff and erosion control. The erosion plans shown in these sheets shall be used as a guide for the Contractor. Details have been provided in these plans for erosion control measures. The Contractor is responsible for any sediment that transfers from the site. PROTECTION OF EXISTING FEATURES Existing features, including trees, landscaping, pavements, structures, etc. not called out for removals; or remove and reset; shall be protected by the Contractor. UTILITY COMPANY NOTIFICATION The Contractor shall utilize the South Dakota One Call notification process to provide advance notice of at least 48 hours, excluding weekends and holidays, to inform all South Dakota underground facility operators of intended excavation. The Contractor shall contact all utility companies before work has commenced. South Dakota 811 (One Call) 1-800-781-7474 or 811 If utility locations are sufficiently identified within the time frame required, any excavator damaging or injuring the underground facilities is strictly liable for damages to the utility. If, in the course of excavation, the excavator is unable to locate the underground facility or discovers that the operator of the underground facility has incorrectly located the underground facility, he shall promptly notify the utility operator, or, if the utility operator is unknown, the One Call notification center. The excavator shall also notify the Engineer. EXISTING UTILITIES Location of existing utilities shown on these drawings are approximate and were taken from available records. Prior to excavation, the contractor shall field verify exact location of all utilities whether or not shown on these drawings. Contractor shall protect all utilities during construction. Excavators shall maintain a minimum horizontal clearance of eighteen inches between a marked underground facility and the cutting edge of any mechanical equipment. If excavation is required within eighteen inches, horizontally, the excavator shall expose the facility with hand tools or approved noninvasive methods and shall protect and support the facility prior to further excavation with mechanical equipment. Unless explicitly otherwise noted, any disturbance or replacement of existing utilities shall be incidental to the project. If required, the contractor shall coordinate relocation of utility with the utility owner. All utilities are to be adjusted and/or relocated by the respective utility companies unless other provisions are explicitly called for within these drawings. EXISTING UTILITY CROSSINGS Refer to specifications for crossing of existing storm sewers, sanitary sewers, water mains, and water main lowerings. At all locations where the proposed utility improvement crosses or is adjacent to existing storm sewers, sanitary sewers or water mains, the Contractor shall be responsible for safeguarding the existing utilities to ensure that they are not disturbed during the work. Temporary structural support for the utilities may be required.				Permit:	Submitted by:	Temporary Discharge Permit	Contractor (if necessary)	Building Permit	Contractor	City Contractor Licence	Contractor/Subcontractors	SDDOT Right-of-Way Permit	Contractor	SDDOT Occupy Permit	Contractor	EXPLORATORY EXCAVATION The Contractor shall provide exploratory excavation as necessary for the completion of the work under this contract. The contractor is responsible for all necessary work to complete the project. WASTE DISPOSAL The Contractor will be responsible for all waste disposal on the project. The Contractor shall furnish the disposal site for this work and the location must be approved by the Engineer. No waste disposal is allowed within right of way or easements. If contaminated material is encountered on the project the Contractor shall immediately notify the Engineer. All material generated by this project must be disposed of in accordance with the SD DANR solid waste regulations. Depending on what material is generated and whether it is contaminated or uncontaminated will determine which permitted facility can accept it. Permitted facilities include construction and demolition debris sites, restricted use sites, and regional landfills. Contact SD DANR Waste Management Program at 605-773-3153 to identify locally permitted disposal sites for various categories of contaminated and uncontaminated materials. SAW CUTTING PAVEMENT Areas to be removed are shown on the drawings. These areas represent the final saw cut and removal limits. The first saw cut shall be made at least 1 foot inside of the lines shown. TRENCH EXCAVATION AND BACKFILL The Contractor shall be responsible for maintaining a safe excavation complying with applicable state and federal regulations. All trench backfill shall be moisture conditioned to within -1% to +3% of optimum moisture content. Special foundations may be required to provide adequate support for the pipe. Such foundations will consist of sub-excavation to a depth as required by the Engineer and placement of type 3 or type 4 foundation material. No gypsum larger than one (1) inch in nominal size shall be placed in the backfill. The Contractor shall screen all gypsum fragments greater than one (1) inch in nominal size from the backfill material prior to placement. FOUNDATION MATERIAL AND IMPORTED BACKFILL (TRENCH) Groundwater or in place soils above optimum moisture may be encountered along portions of the project. These conditions do not deem the excavated material unsuitable and is not justification for the use of imported material. The use of additional Type 1 bedding material in addition to the standard required bedding detail, Type 3 and Type 4 foundation materials and imported backfill shall be authorized by the Engineer prior to placement. SUBGRADE SCARIFICATION This work shall consist of loosening the subgrade surface of the roadbed to a minimum depth of 6-inches. After the width of the roadway has been cut or filled to subgrade elevation, the surface shall be tilled, ripped, turned, moisture conditioned and manipulated to achieve the specified optimum moisture content. The Contractor shall perform all work necessary, with a disc, tiller, blade or excavator to loosen and manipulate the roadbed over its full width. Multiple passes may be required to adequately loosen the subgrade to the proper depth. Ripper teeth shall be spaced no greater than 12-inches apart. Multiple passes may be required. The scarified material shall be compacted to a minimum of 95% of the maximum proctor density as determined by the AASHTO T-180, modified proctor test. DIGOUTS Unclassified Excavation, Digouts consists of the removal and disposal of unstable material below a subgrade surface which has passed a proof roll. If soft spots in the subgrade are encountered they shall be brought to the attention of the Engineer and the limits of digouts shall be determined prior to beginning the digout. The digouts shall be backfilled and compacted as per Section 12 of the Standard Specifications. This work requires pre-authorization by the Engineer to be eligible for payment. The Engineer will designate if acceptable onsite excess material, aggregate or foundation material shall be used for backfilling the additional excavation. TOPSOIL The Contractor shall furnish and place 4-inches of topsoil in all areas that require seeding prior to placing seed. TEMPORARY SURFACING Backfilled areas opened to traffic prior to paving and pavement patching, shall have temporary gravel surfacing for driveway access and cross traffic at intersecting streets. Surfacing thickness shall be a minimum of 2" and shall be removed as necessary, prior to paving, to achieve final grade for pavement. The Engineer may require the surfacing to be reworked and maintained periodically. The use of temporary surfacing shall be authorized by the Engineer prior to placement.				STREET SUBGRADE MAINTENANCE The Contractor shall maintain the completed compacted street subgrade, gravel cushion, and aggregate base course. The Engineer may direct the Contractor to scarify the surface, reshape, and recompact the material to required density prior to further construction if the area is disturbed by construction operations or adverse weather. This applies to completed street subgrade, gravel cushion, and base course areas. STREET MAINTENANCE The Contractor shall maintain the streets within the construction limits until final pavement patching/paving is complete. The Contractor shall be responsible for snow removal and maintenance of the entire street width until the project is paved and open to traffic. Snow removal operations shall be done in a timely manner. CONTROLLED LOW STRENGTH BACKFILL MATERIAL Under some circumstances, low strength backfill material may be required for support and other structural reasons. The use of low strength backfill material shall be authorized by the Engineer prior to placement and shall comply with Section 200 of the Standard Specifications. BASE COURSE Base course shall conform to Section 882 of the SDDOT Standard Specifications. Base course can be either Aggregate Base Course, or Limestone Ledge Rock Base Course and shall meet the gradation requirements provided in table 1. ASPHALT CONCRETE COMPOSITE Asphalt Concrete Composite will include MC-70 Asphalt for Prime placed at the rate of 0.30 gallons per square yard. The Asphalt for Prime will be applied to the Base Course for the full width of the bottom layer of Asphalt Concrete Composite. Asphalt for tack SS-1h or CSS-1h will be applied prior to each lift of Asphalt Concrete Composite. Asphalt for tack will be applied at a rate of 0.09 gallons per square yard on existing pavement or milled asphalt concrete surfaces and at a rate of 0.06 gallons per square yard on primed base course or new asphalt concrete pavement. The Asphalt for tack will be applied for the full width of the bottom layer of Asphalt Concrete Composite. The binder used in the Asphalt Concrete Composite mix will be PG 64-34 or PG 58-34 Asphalt Binder. EXPANSION JOINT IN CONCRETE PAVEMENT Concrete driveways and sidewalk placed adjacent to existing concrete or buildings/structures shall have performed expansion joint filler placed along the new/existing interface. All expansion joints shall be sealed with hot poured elastic joint sealer, or low modulus silicon sealant per the Standard Specifications. SEEDING, FERTILIZING AND MULCHING All disturbed areas shall be seeded with non-irrigated lawn mix. Watering the seed for the three (3) week period called for in the specifications shall be met or exceeded to ensure seed growth. Mulching for this project shall be fiber mulch. PAVEMENT MARKINGS The pavement marking locations shown on the plans shall serve as a guide. The Contractor is responsible for installing signs and markings in conformance with the Manual on Uniform Traffic Control devices and as required by the Engineer. In the event of a conflict between the manual on uniform traffic control devices and the drawings, the determination of the Engineer will govern. HIGH BUILDING WATERBORNE PAVEMENT MARKING PAINT All materials will be applied as per manufacturer's recommendations. High build waterborne pavement marking paint will conform to the supplemental specifications for Section 980.1B. Reflective media will consist of glass beads. Reflective media will require a Certificate of Compliance for Certification for each source and lot. Acceptance sampling will not be required.				Section 10 Item b. 																			
Permit:	Submitted by:																																										
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Consulting Firm: Consultant Project No: J25-149 Designed By: JRV Drawn By: IMM, BDH 				<table><tr><th>No.</th><th>Date</th><th>By</th><th>Revision</th><th>Description</th></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>				No.	Date	By	Revision	Description																										Optima, LLC		Relocation of Historic Resources from Lower Main Street to Charles Street Deadwood, South Dakota		Sheet No. General Notes	
No.	Date	By	Revision	Description																																							
								2		152																																	

FULL SIZE PLOT 11X17 COLOR

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GROOVING FOR COLD APPLIED PAVEMENT MARKING

The Contractor will establish a positive means for the removal of the grinding and/or grooving residue. Residue from dry grooving will be vacuumed. Solid residue will be removed from the pavement surfaces before being blown by traffic action or wind. The Contractor will conduct this work to control and minimize airborne dust and similar debris that may become a hazard to motor vehicle operation or nuisance to property owners. Residue from wet grooving will not be permitted to flow across lanes being used by public traffic or into gutter or drainage facilities. Residue, whether in solid or slurry form, will be disposed of in a manner that will prevent it from reaching any waterway in a concentrated state. The cleaning of the residue for grooving will be to the satisfaction of the Engineer and may require more than one pass to adequately remove material.

INSTALLATION OF TEMPORARY EROSION CONTROL MEASURES

The Contractor shall not begin the removal of surfacing or topsoil within the applicable work area until all applicable temporary erosion control measures are placed. Temporary erosion control measures shall be installed as necessary as construction progresses.

APPROVED PRODUCTS

The Contractor shall use products available on the SDDOT approved products list.

INLET PROTECTION DEVICE (IPD)

Inlet protection devices shall be installed to temporarily prevent sediment-laden runoff from entering storm sewers and/or inlet protection devices shall be installed promptly after construction of inlets or paving is complete (typically within 48 hours). The type of inlet protection device to be used (sediment control wattles, silt fence, proprietary inlet protection devices, etc.) is differentiated on the drawings and shall be constructed at locations shown on the drawings. Refer to SDDOT Standard Plate 734.11 for details. Proprietary inlet protection devices shall be installed in accordance with manufacturer specifications.

During the course of construction heavy rainfall events may occur. The Contractor shall have personnel available during rain events to remove inlet protection if the inlet protection is causing flooding.

Inlet protection devices shall be removed from storm sewer inlets within paved street sections or parking lots during the winter months between December 1 and February 15. During the period when inlet protection has been removed, alternate sediment control methods for inlet protection must be employed if ground is not stabilized and frozen by winter conditions.

The Contractor shall remove sediment trapped by the inlet protection device when the surface of the sediment reaches one-half the height of the device. proprietary inlet protection devices should be maintained per the manufacturers recommendations.

Inlet protection devices shall be removed and properly disposed of when the drainage area for the inlet has reached final stabilization.

VEHICLE TRACKING CONTROL (VTC)

A location for the vehicle tracking control is not shown on these plans. The vehicle tracking pad shall be placed per Rapid City Standard Detail 18-10 in a location such that mud tracking and sediment flow will not enter the roadway or adjacent drainage areas. The vehicle tracking control shall be routinely inspected and the contractor shall repair or replace material as deemed necessary by the Engineer.

Granular material shall be placed in 6 inch maximum lifts.

Aggregate for granular material shall conform to the following gradation requirements:

Sieve Size	Percent Passing
3"	100%
2 ½"	90-100%
1 ½"	25-60%
¾"	0-10%
½"	0-5%

CONCRETE WASHOUT AREA (CWA)

Concrete washout area shall be provided for concrete trucks as necessary. Refer to City of Rapid City Detail 18-12 for details.

STREET SWEEPING

Vehicle tracking of sediment from the construction site shall be minimized. Street sweeping, as deemed necessary by the Engineer, shall be used if erosion and sediment control best management practices are not adequate to prevent sediment from being tracked onto the street.

The Contractor shall use a pickup broom having integral self-contained storage to clean the roadway.

SEDIMENT FILTER BAGS

Sediment filter bags can be used for perimeter control, inlet protection, check dams, etc. and shall be installed at locations as shown on the drawings and at locations determined by the Engineer during construction.

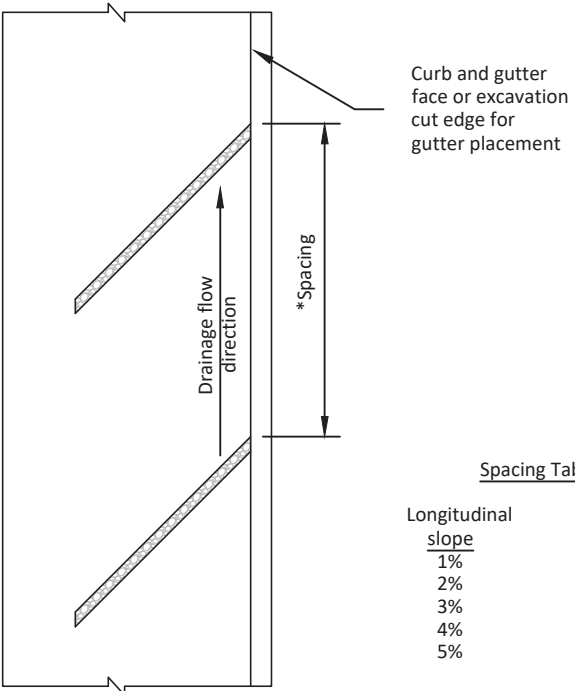
The sediment filter bags shall be the diameter and length shown on the drawings. The “sock” shall be the snake bag from the manufacturer listed below; or approved equal:

Manufacturer	Product Name
Sacramento Bag Manufacturing CO.	snake bag
sacramento, ca	
PHONE: 1-800-287-2247	
www.sacbag.com	

The fill material shall be clean 3/4 inch rock, clean 3/8 inch lime stone chips, clean 1/4 inch pea gravel, clean sand or material approved by Engineer.

The Contractor shall remove sediment trapped by the sediment filter bags when the surface of the sediment reaches one-half the height of the exposed gravel filter sock.

Sediment filter bags may be removed and reset as necessary as work progresses. The gravel filter socks removed and reset shall be in useable condition as determined by Owner representative.



- Notes:
- Sediment filter bags shall be filled with clean or washed aggregate 2" minus or smaller.
 - Sediment filter bags shall be 9" in diameter and shall be the "snake bag" from Sacramento Bag Manufacturing Company or approved equal.

SFB Gutter Check, Sediment Filter Bag
NTS

Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



No.	Date	By	Revision Description

Optima, LLC

Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

General Notes

Sheet No.

This conceptual traffic control plan is provided to illustrate the layout for lane closures in Highway 85. The lane closure shall only be setup for the duration necessary to complete the work in the roadway. Traffic control for shoulder closures shall be setup per the SDDOT Standard Plate 634.03.

The Contractor is required to maintain traffic control in accordance with the Plans and the latest revision of the Manual of Uniform Traffic Control Devices (MUTCD).

Two way traffic in Highway 85 shall be maintained when no work is taking place and a flagger is present. Temporary gravel shall be used to provide a smooth driving surface over working areas. All trenches in or adjacent to the road way shall be properly backfilled and compacted to provide a stable driving surfacing. This may require multiple traffic control setups to complete this work.

The Contractor or designated traffic control subcontractor shall make after dark inspections every one (1) week to ensure the adequacy, legibility, and reflectivity of each sign and device. A written summary of each inspection shall be given to the Engineer within 24 hours after completion of the inspection.

Construction equipment and material will not be unloaded from lanes open to traffic. All equipment and vehicles entering and existing closed lanes of traffic shall display a flashing amber light visible from all directions a minimum distance of ¼ mile.

Public Information

The Contractor shall designate an employee whose responsibility is keeping the traveling public informed of the project progress and change in project access. The Contractor shall also designate an individual to be responsible for incident management. The same individual may serve both roles. An incident is an emergency road user occurrence or unplanned event that impedes the flow of traffic such as an accident, hazardous materials spill or similar event.

Access

Protection of Pedestrian Routes

Protection of pedestrian traffic from open excavations and other hazards in and around the construction site shall be in compliance with MUTCD, OSHA, and the Public Rights-of-Way Accessibility Guidelines.



Optima, LLC

Traffic Control Layout

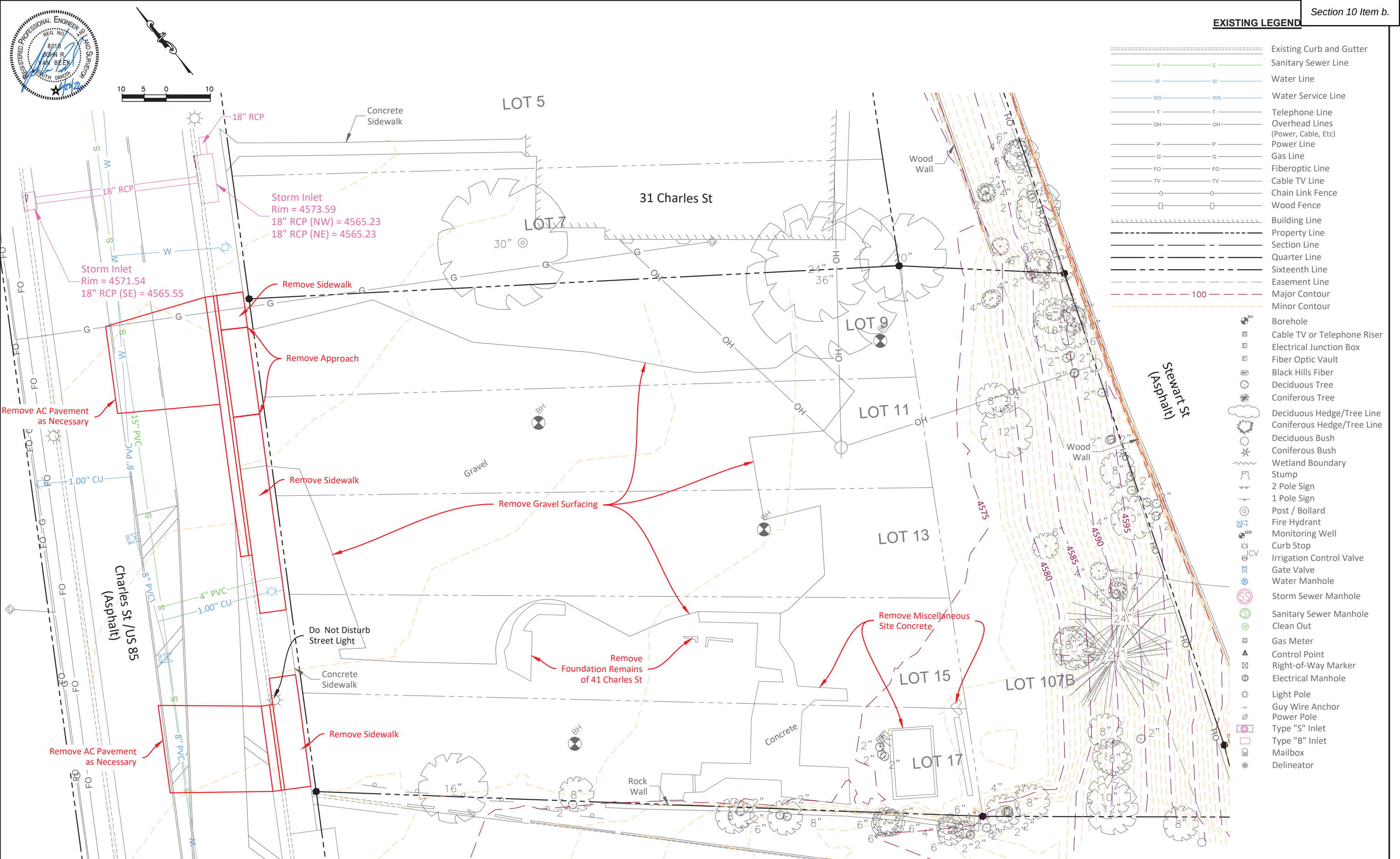
EXISTING LEGEND

- Existing Curb and Gutter
- Sanitary Sewer Line
- Water Line
- Water Service Line
- Telephone Line
- Overhead Lines (Power, Cable, Etc)
- Power Line
- Gas Line
- Fiberoptic Line
- Cable TV Line
- Chain Link Fence
- Wood Fence
- Building Line
- Property Line
- Section Line
- Quarter Line
- Sixteenth Line
- Easement Line
- Major Contour
- Minor Contour
- Borehole
- Cable TV or Telephone Riser
- Electrical Junction Box
- Fiber Optic Vault
- Black Hills Fiber
- Deciduous Tree
- Coniferous Tree
- Deciduous Hedge/Tree Line
- Coniferous Hedge/Tree Line
- Deciduous Bush
- Coniferous Bush
- Wetland Boundary
- Stump
- 2 Pole Sign
- 1 Pole Sign
- Post / Bollard
- Fire Hydrant
- Monitoring Well
- Curb Stop
- Irrigation Control Valve
- Gate Valve
- Water Manhole
- Storm Sewer Manhole
- Sanitary Sewer Manhole
- Clean Out
- Gas Meter
- Control Point
- Right-of-Way Marker
- Electrical Manhole
- Light Pole
- Guy Wire Anchor
- Power Pole
- Type "S" Inlet
- Type "B" Inlet
- Mailbox
- Delineator

FULL SIZE PLOT 11X17 COLOR

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6/23/2026



Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



No.	Date	By	Revision Description

Optima, LLC

Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

Existing Conditions &
Removals

FULL SIZE PLOT 11X17 COLOR

P:\25-149\AUTOCAD\PLANSHEETS\25-149SITE_LAYOUT.DWG

6/23/2026

Grading Callouts

1. N = 218170.84
E = 993938.29
Elev = 4573.12

2. N = 218186.48
E = 993949.98
Elev = 4572.77
3. N = 218213.87
E = 993970.50
Elev = 4572.18
TT

4. N = 218224.29
E = 993978.29
Elev = 4571.87
BT
5. N = 218240.28
E = 993990.30
Elev = 4571.39
BT

6. N = 218246.68
E = 993995.10
Elev = 4571.20
TT
7. N = 218261.40
E = 994006.06
Elev = 4570.85

Surface Callout Acronyms

All grading callouts are to edge of pavement unless otherwise noted.

BT - Bottom of Taper
TT - Top of Taper
FF - Finished Floor*

*Finished Floor elevations are relatively 2' above the existing grade and may change with approval from the Engineer.

PROPOSED LEGEND

- Sanitary Sewer Cleanout
- Curb Stop
- Sanitary Sewer Service
- Water Service
- Proposed Property Line
- IPD Inlet Protection Device
- SFB Sediment Filter Bag

Striping

- Cold Applied Plastic Pavement Marking, 4" White
- Cold Applied Plastic Pavement Marking, 24" White
- High Build Waterborne Pavement Marking Paint, 4" Yellow
- Cold Applied Plastic Pavement Marking, 24" Yellow

Striping Note:
The Contractor shall verify the existing pavement marking spacing and length prior to removal and match the existing markings.

Surfacing

- 5" Asphalt Concrete Composite 6" Base Course
- 6" Reinforced PCC Pavement, on 4" Aggregate Base Course
- 4" Nonreinforced Sidewalk, on 2" Aggregate Base Course

- Buildings Moved By Owner
- Area to be Seeded, Sodded or Landscaped



Stewart St (Asphalt)

Building Corner Locations

	390
A.	N = 218196.94 E = 994009.21
B.	N = 218174.16 E = 994031.81
C.	N = 218171.75 E = 994029.38
D.	N = 218163.24 E = 994037.83
E.	N = 218180.62 E = 993992.77
F.	N = 218174.94 E = 993998.41
G.	N = 218170.01 E = 993993.44
H.	N = 218152.92 E = 994010.40
I.	N = 218155.48 E = 994012.99
J.	N = 218146.97 E = 994021.44

Building Corner Locations

	388
A.	N = 218165.87 E = 993983.46
B.	N = 218142.32 E = 994002.61
C.	N = 218144.43 E = 994004.73
D.	N = 218135.25 E = 994012.44
E.	N = 218133.84 E = 994011.02
F.	N = 218104.19 E = 994043.26
G.	N = 218149.00 E = 993966.39
H.	N = 218127.78 E = 993987.45
I.	N = 218128.48 E = 993988.16
J.	N = 218088.70 E = 994027.64

Building Corner Locations

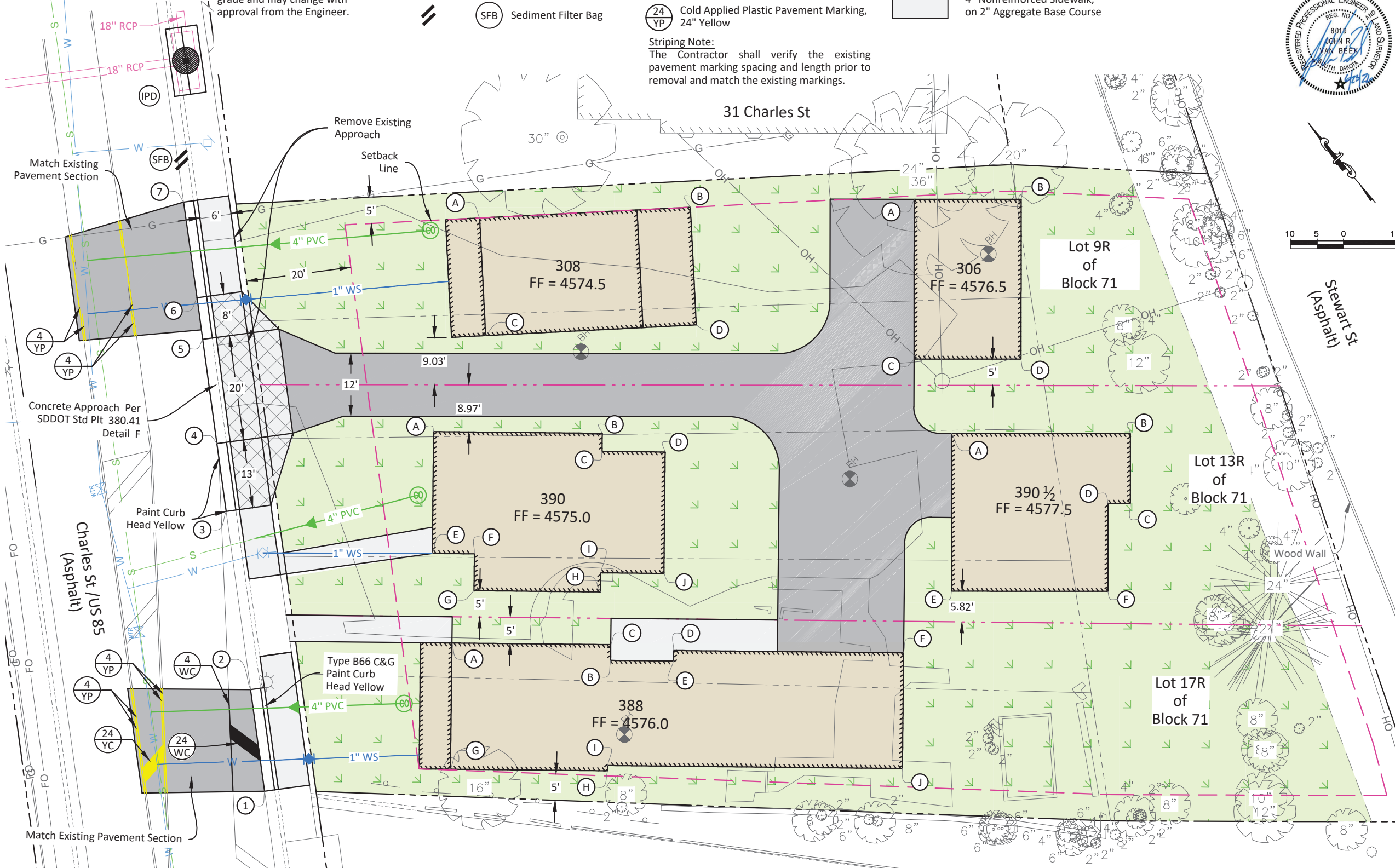
	306
A.	N = 218164.16 E = 994105.32
B.	N = 218149.86 E = 994119.78
C.	N = 218142.56 E = 994083.94
D.	N = 218128.25 E = 994098.39

Building Corner Locations

	390 1/2
A.	N = 218127.47 E = 994079.08
B.	N = 218103.55 E = 994103.24
C.	N = 218094.13 E = 994093.92
D.	N = 218097.12 E = 994090.90
E.	N = 218106.15 E = 994057.98
F.	N = 218085.22 E = 994079.12

Building Corner Locations

	308
A.	N = 218219.69 E = 994044.01
B.	N = 218192.99 E = 994073.95
C.	N = 218202.98 E = 994029.10
D.	N = 218176.27 E = 994059.04



Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



No.	Date	By	Revision	Description

Optima, LLC

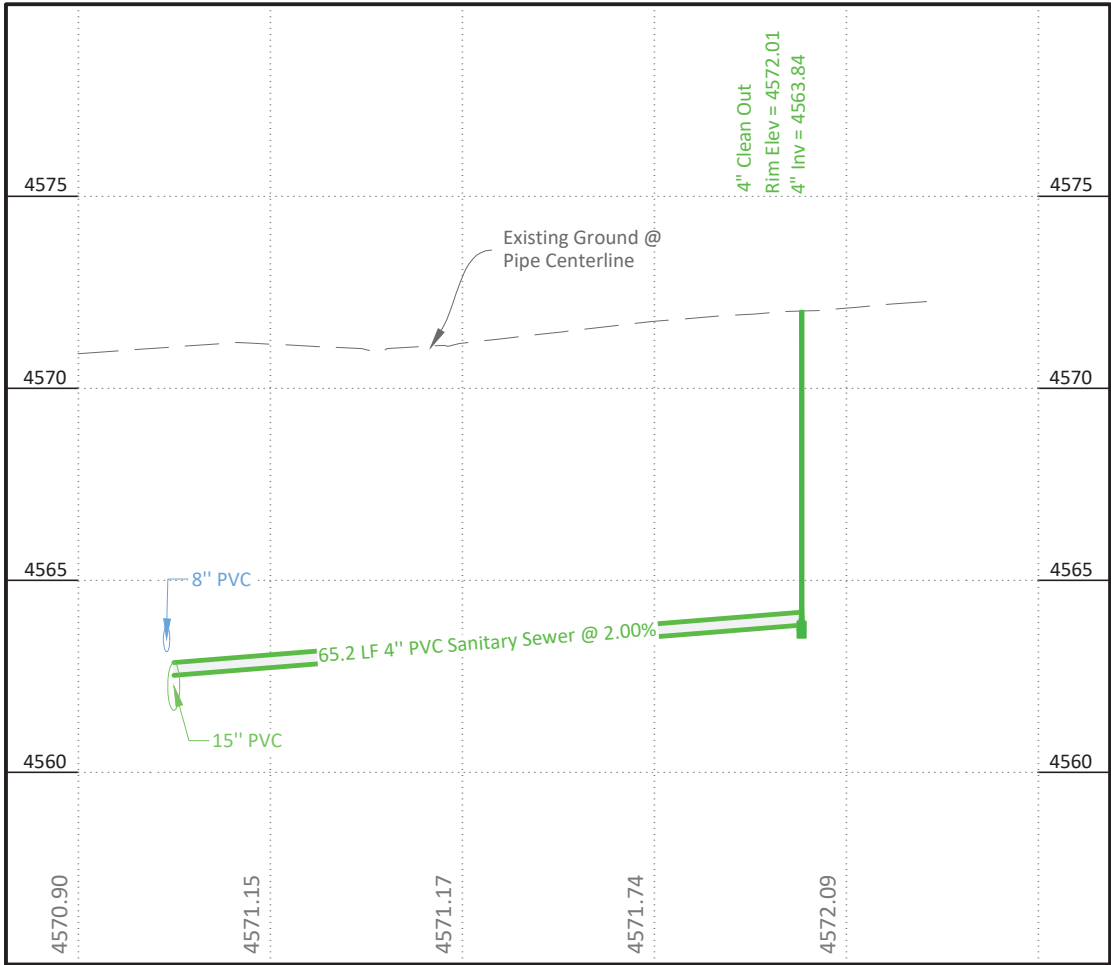
Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

Site Layout

Sheet No.

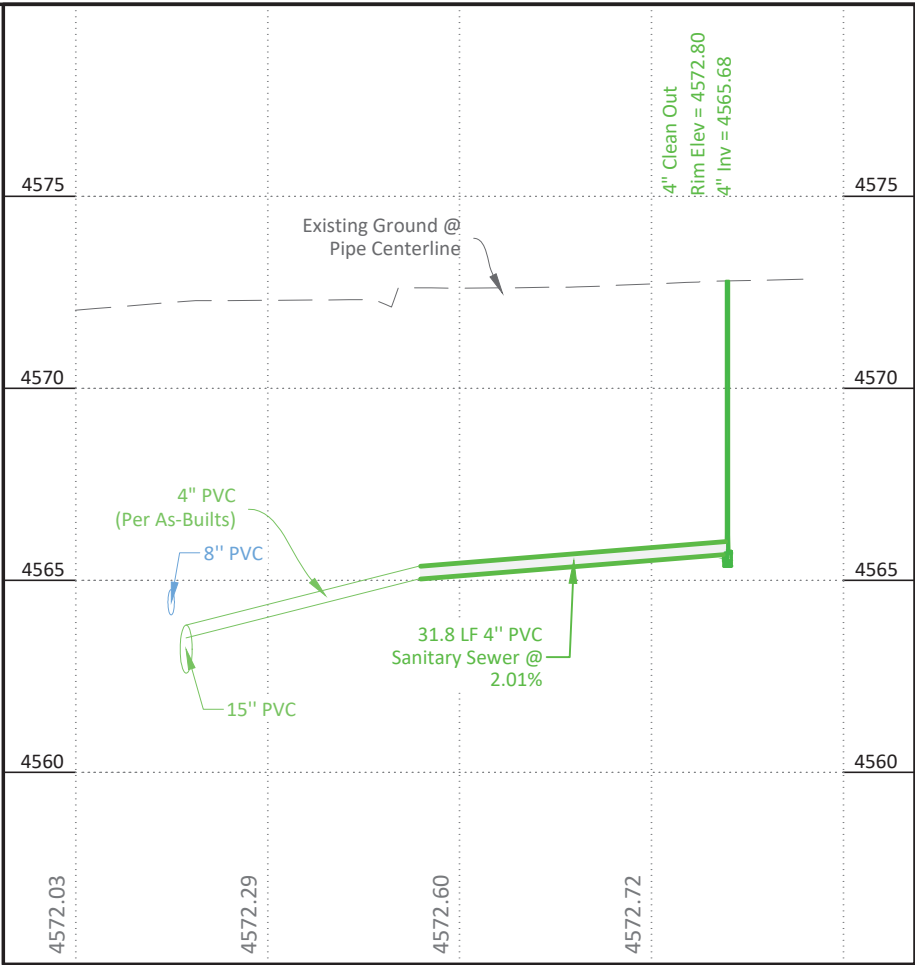
156

FULL SIZE PLOT 11X17 COLOR



Lot 9R Sanitary Service Profile

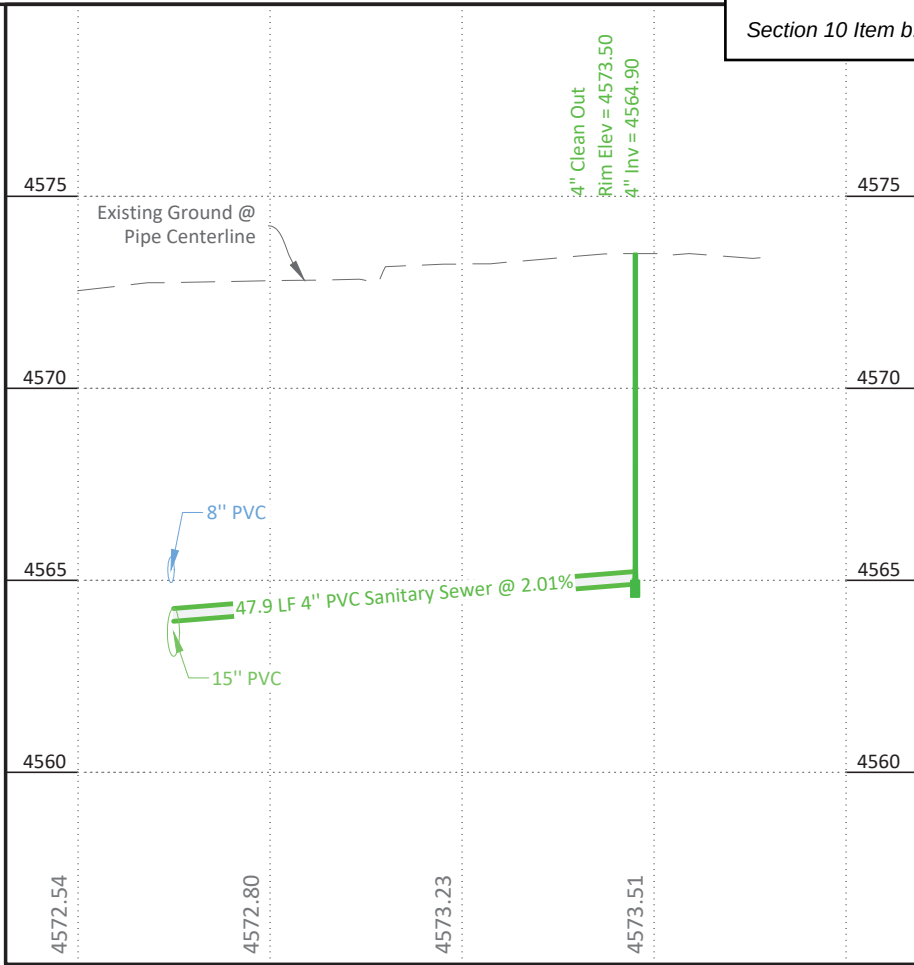
N.T.S. 1/7



Lot 13R Sanitary Service Profile

N.T.S. 2/7

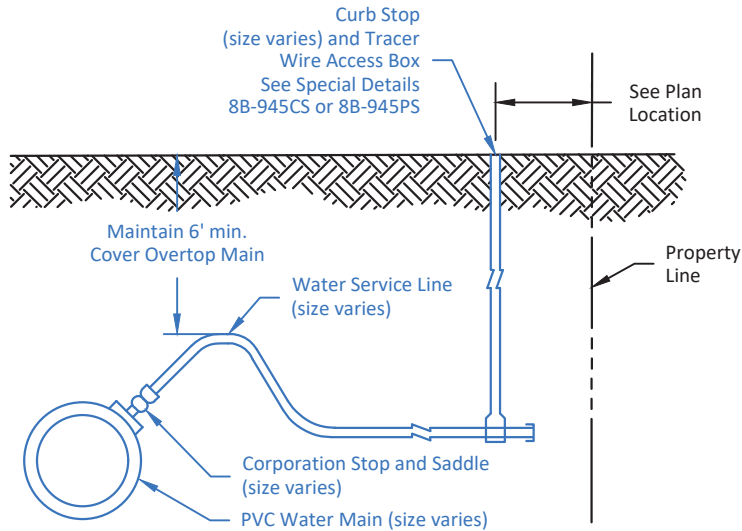
Contractor shall verify the location and elevation of the existing 4" PVC service and notify the Engineer prior to construction of the service for Lot 13R.



Lot 17R Sanitary Service Profile

N.T.S. 3/7

Section 10 Item b.



Typical Water Service Detail

N.T.S. 4/7

P:\25-149\AUTOCAD\PLANSHEETS\25-149SITE_LAYOUT.DWG 6/23/2026

Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



No.	Date	By	Revision Description

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Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

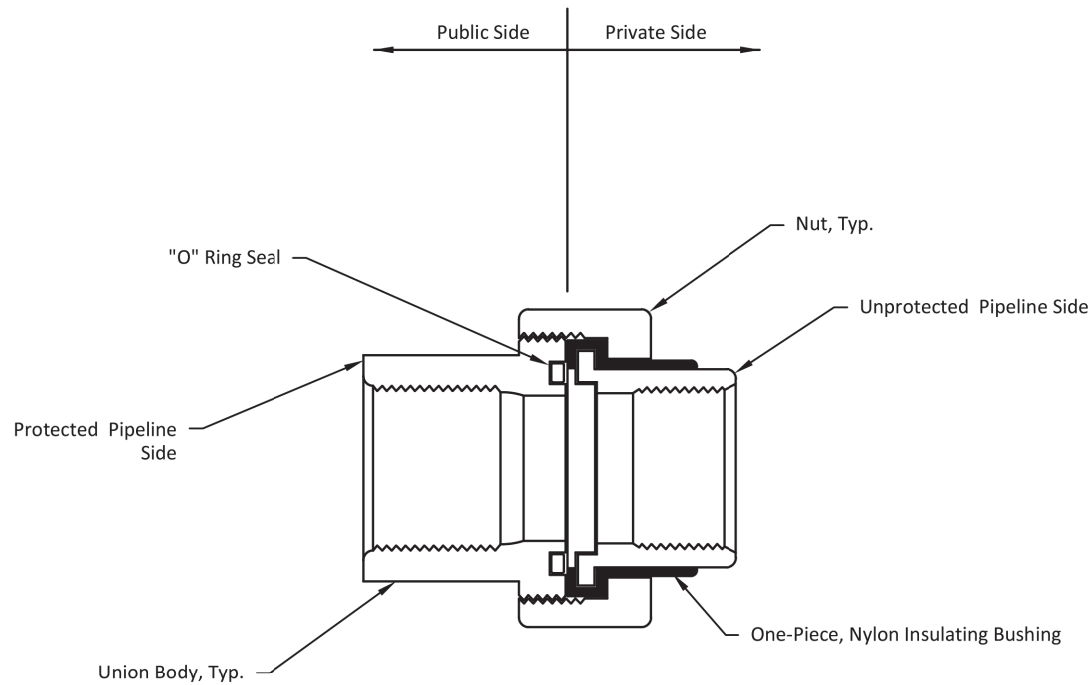
Sanitary Sewer Profiles

Sheet No.

157

FULL SIZE PLOT 11X17 COLOR

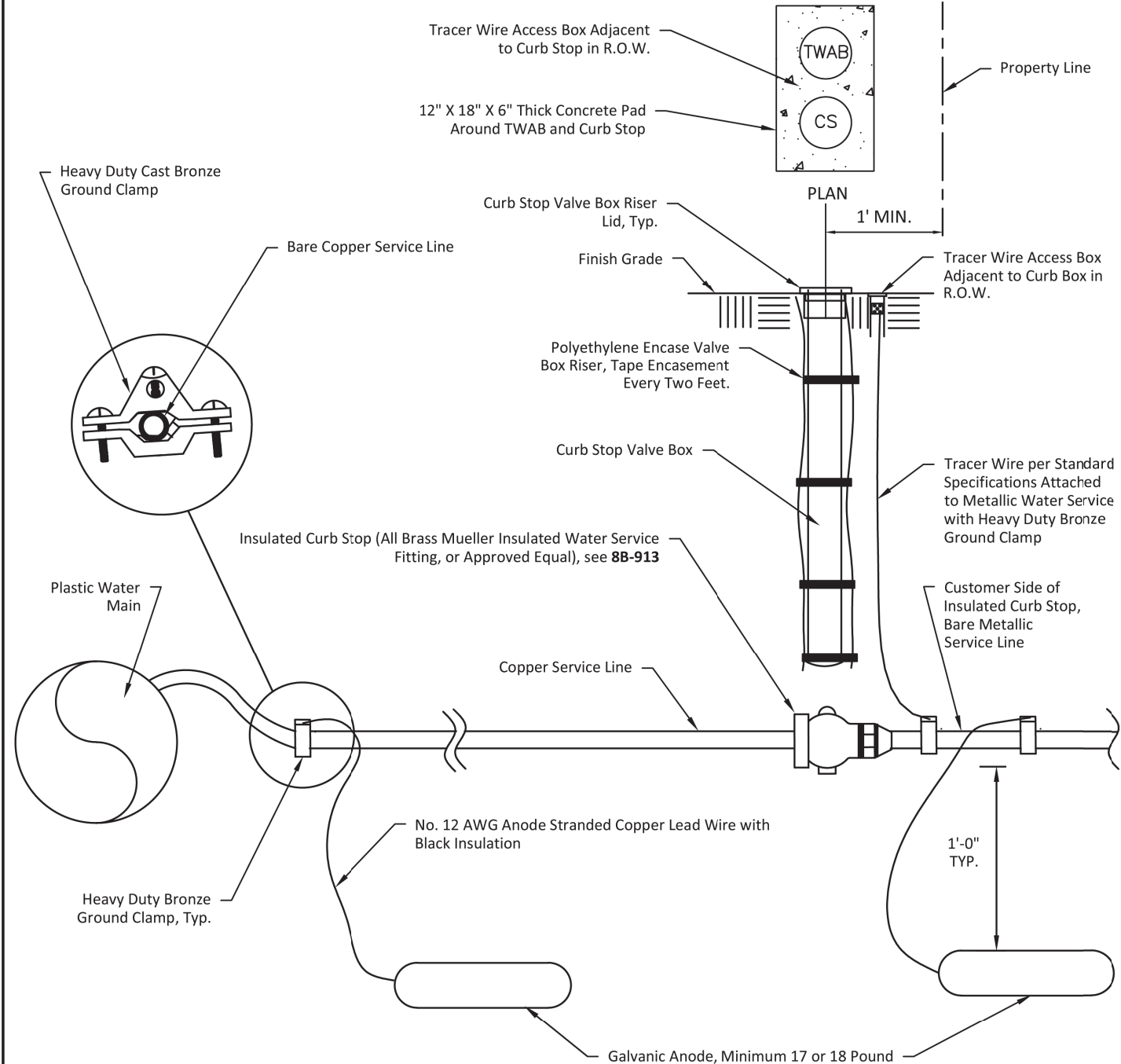
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6/23/2026



- Notes:**
- "O" ring type insulating union shown. Other types (brass insulated curb ball valves, straight couplings, corporation ball valves, meter couplings, etc.) similar.
 - Insulating O-ring and nylon insulator bushing shall be molded and bonded to the union body by manufacturer.
 - Abovegrade iron pipe shall have galvanized or coated steel bodies. Unions in buried or corrosive areas shall be coated.
 - Copper service line insulators shall have brass union body with insulators formed and molded into brass body, Mueller or approved equal.
 - Stainless steel line insulators shall have stainless steel body with insulators formed and molded into stainless steel fitting body.

N.T.S.

CITY OF RAPID CITY		PUBLIC WORKS DEPARTMENT	
INSULATING UNIONS AND/OR COPPER SERVICE INSULATORS		DATE: 8-19-22	
		Sec. - Sht. 8B-913	



- Notes:**
- Install galvanic anodes to copper service line on both sides of insulated curb stop with a minimum of one on water main side and one on customer side.
 - Install insulated curb stop to existing copper service line at customer service connection as shown on the drawings and specified in section 8B.

N.T.S.

CITY OF RAPID CITY		PUBLIC WORKS DEPARTMENT	
INSULATOR AND WIRE CONNECTIONS TO CUSTOMER METALLIC SERVICE LINES		DATE: 8-19-22	
		Sec. - Sht. 8B-945CS	

Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



No.	Date	By	Revision Description

Optima, LLC

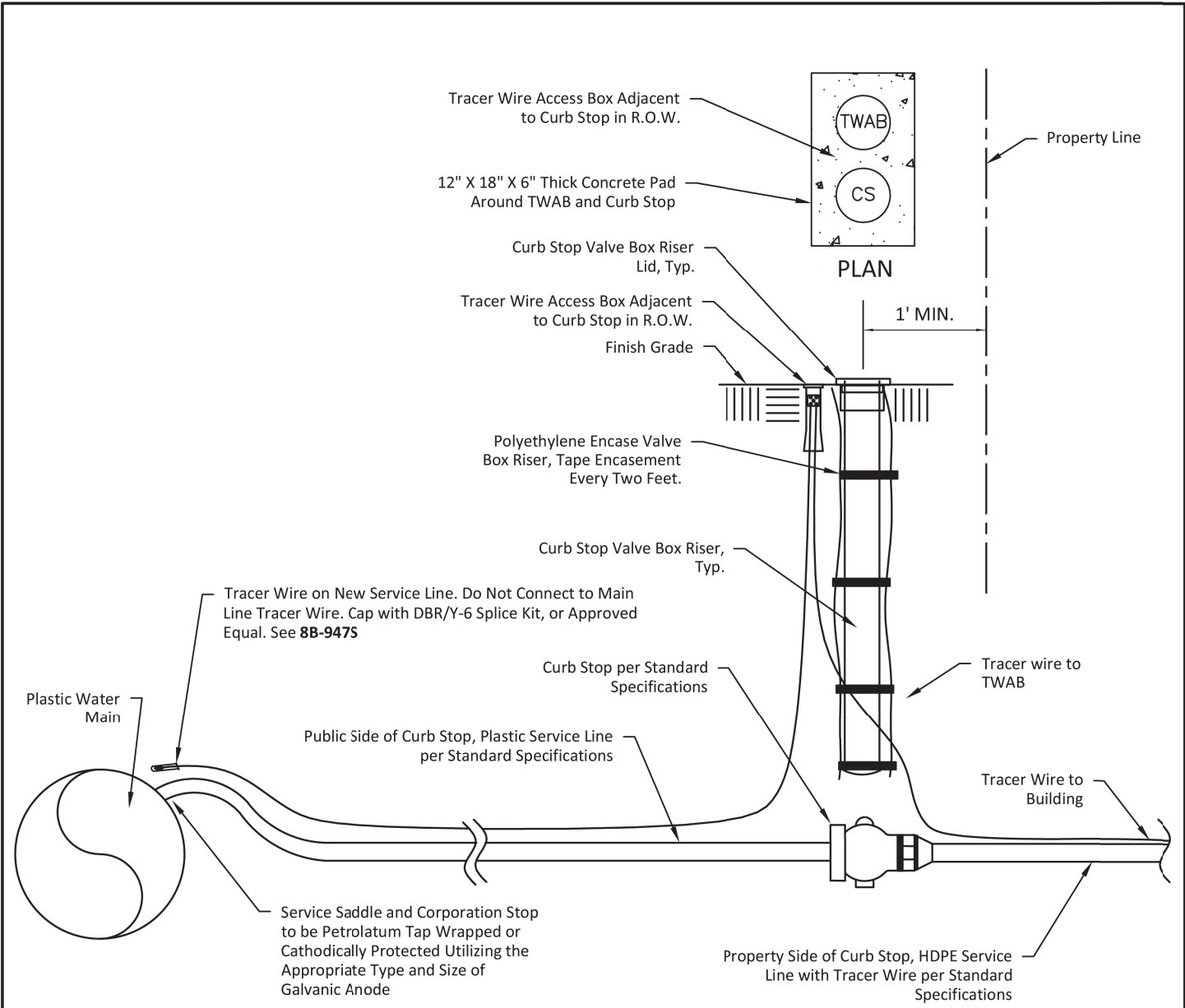
Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

Rapid City
Standard Details

Sheet No.

FULL SIZE PLOT 11X17 COLOR

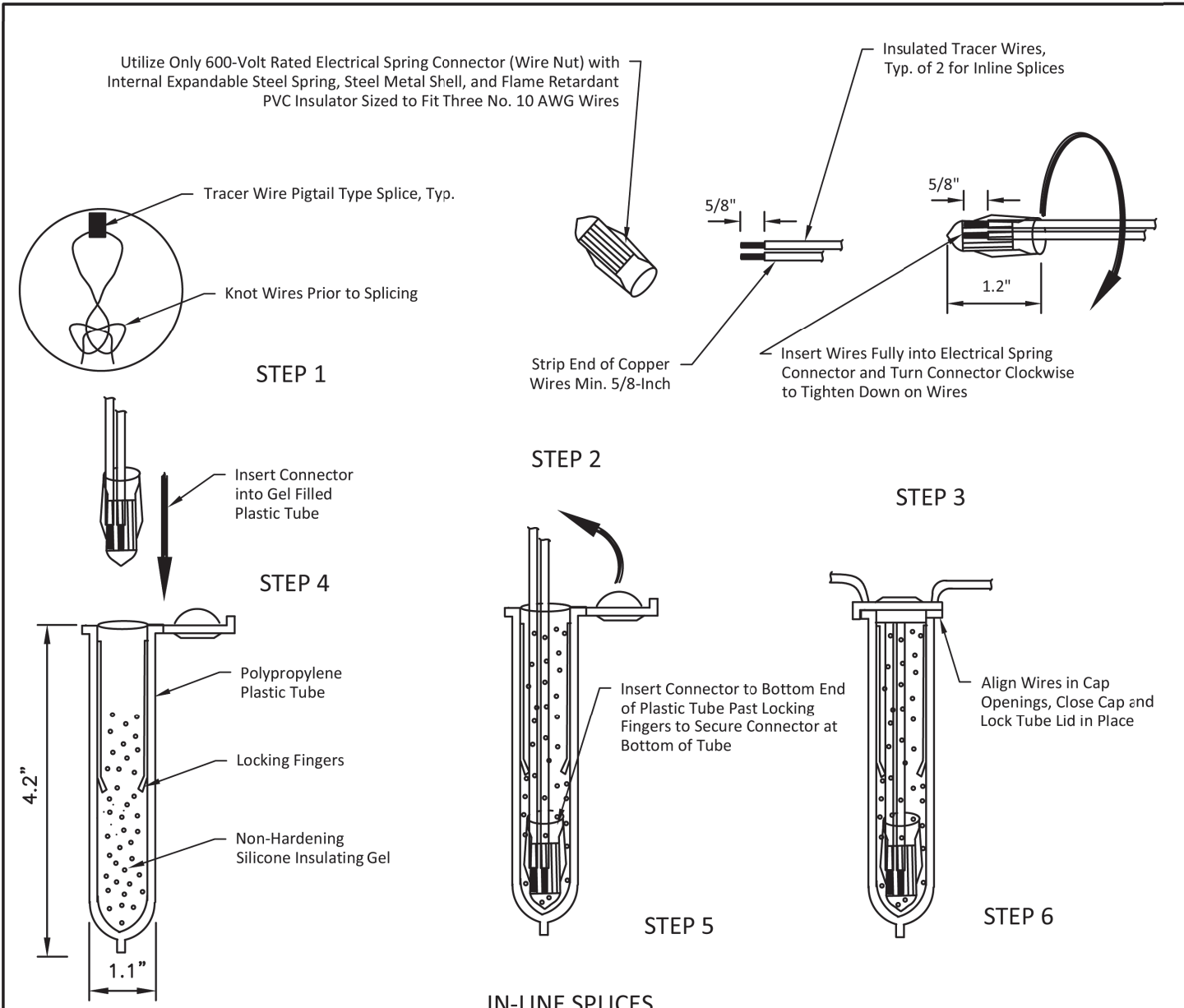
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6/23/2026



- Notes:**
- 1. Install tracer wire access box in a protected location at row line adjacent to curb stop box so as to not interfere with operation of curb stop. Terminate tracer wire in access box with min. 18" slack.
 - 2. Terminate tracer wire with an insulated splice kit and securely fastened to the plastic service line with tape as near as possible to the building foundation.
 - 3. This tracer wire installation detail shall be used on plastic service lines for residential or commercial services.

N.T.S.

CITY OF RAPID CITY		PUBLIC WORKS DEPARTMENT	
TRACER WIRE FOR CUSTOMER PLASTIC SERVICE LINE		DATE: 8-19-22	
		Sec. - Sht. 8B-945PS	



- Notes:**
- 1. Allowed for tracer wire type splices only. Tracer wire only required for non-metallic pipe type installations. Knot wires prior to making splice to minimize stress on splice.
 - 2. For copper wire splices only. Strip wires and make wire splice connection with electrical spring (wire nut) type connectors. Insert the connector into the gel filled tube to the end past the locking fingers to hold the connector securely in place, align wires and then shut and lock the insulator tube top lid cover into place. Complete splices and insulate in accordance with connector manufacturer's recommendations.
 - 3. Complete all splices only in the presence of the engineer.
 - 4. In-line splice locations shall be documented by the contractor in the red-line, as-constructed plans by station/offset or survey coordinates consistent with project horizontal datum. Location provided shall be within 0.5 feet of true location.

N.T.S.

CITY OF RAPID CITY		PUBLIC WORKS DEPARTMENT	
TRACER WIRE SPLICES		DATE: 8-19-22	
		Sec. - Sht. 8B-947S	

Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



No.	Date	By	Revision Description

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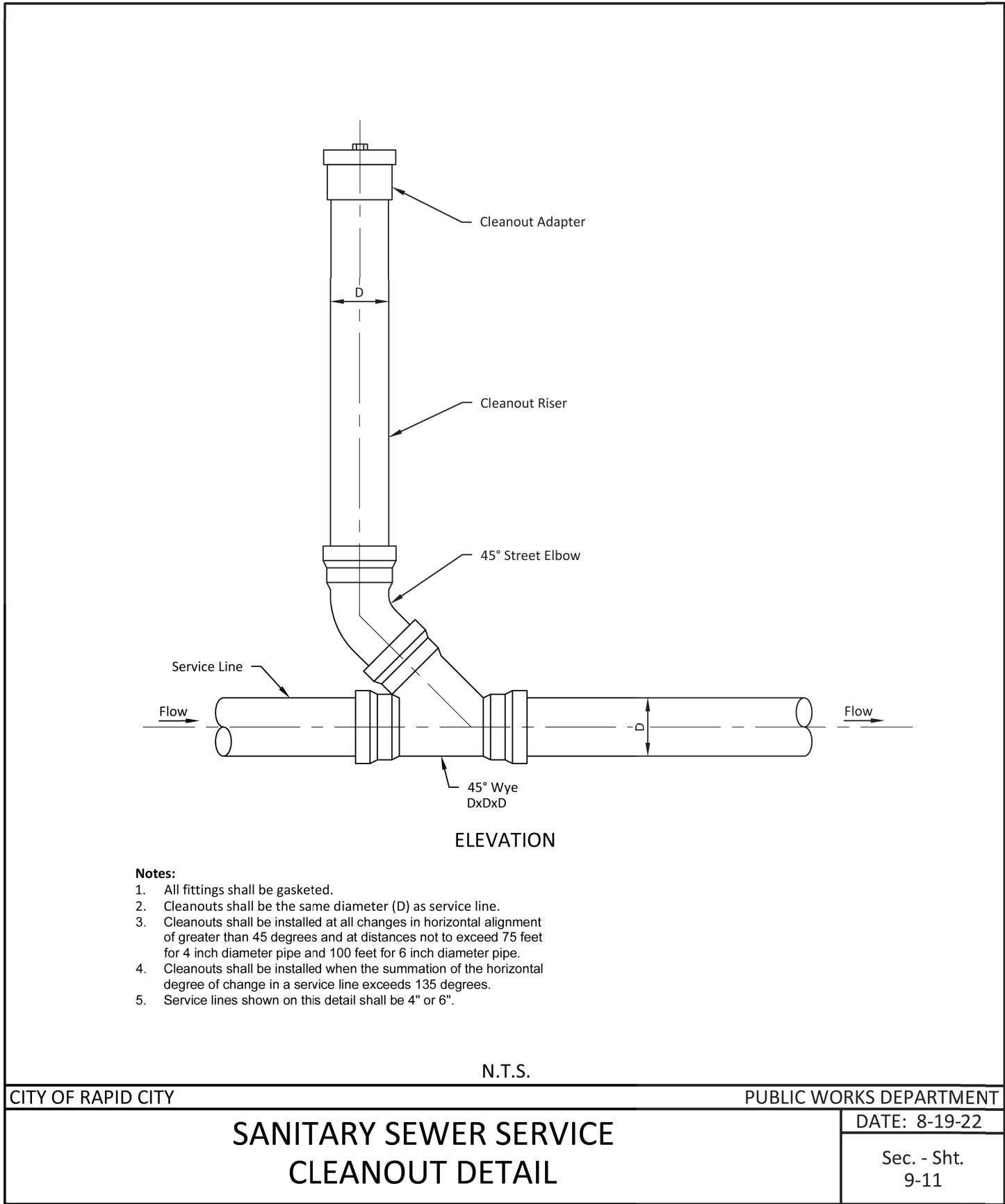
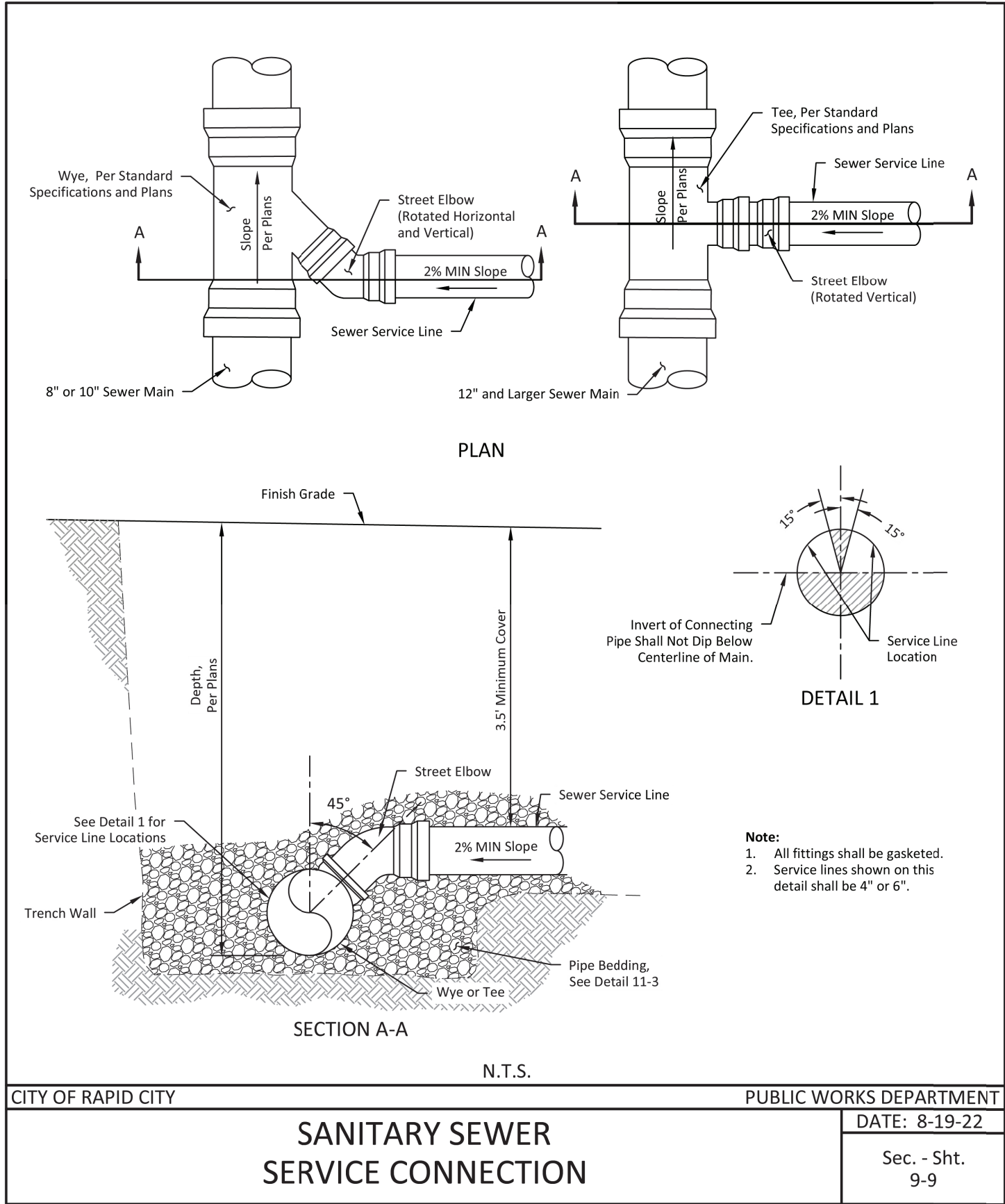
Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

Rapid City
Standard Details

Sheet No.

FULL SIZE PLOT 11X17 COLOR

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Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



No.	Date	By	Revision Description

Optima, LLC

Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

Rapid City
Standard Details

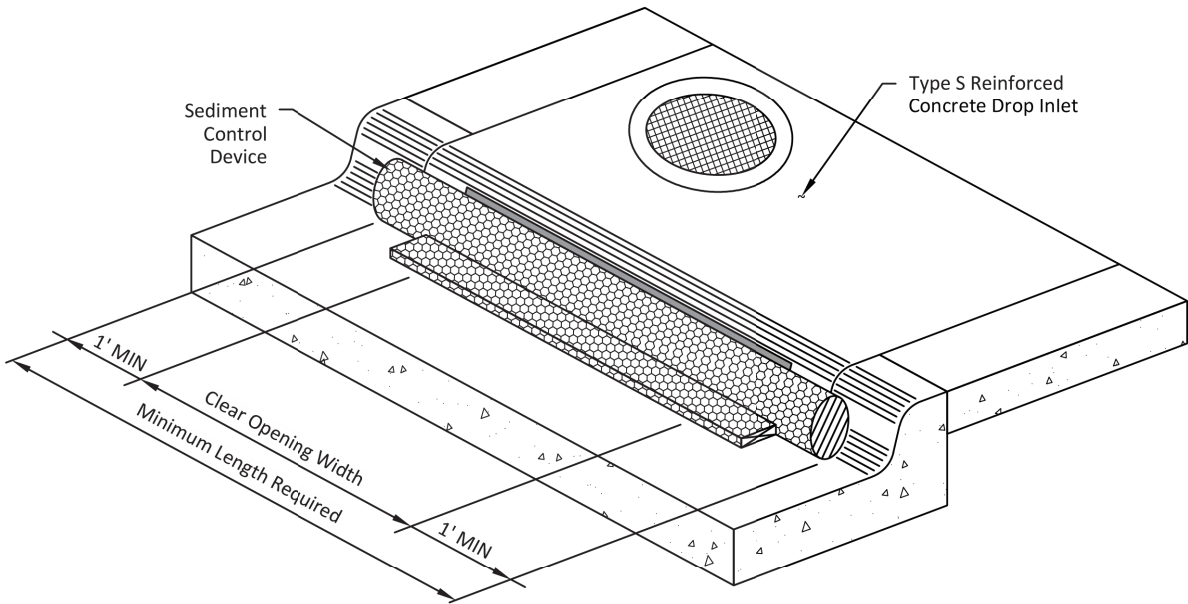
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FULL SIZE PLOT 11X17 COLOR

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Inlet Protection Device



ISOMETRIC VIEW

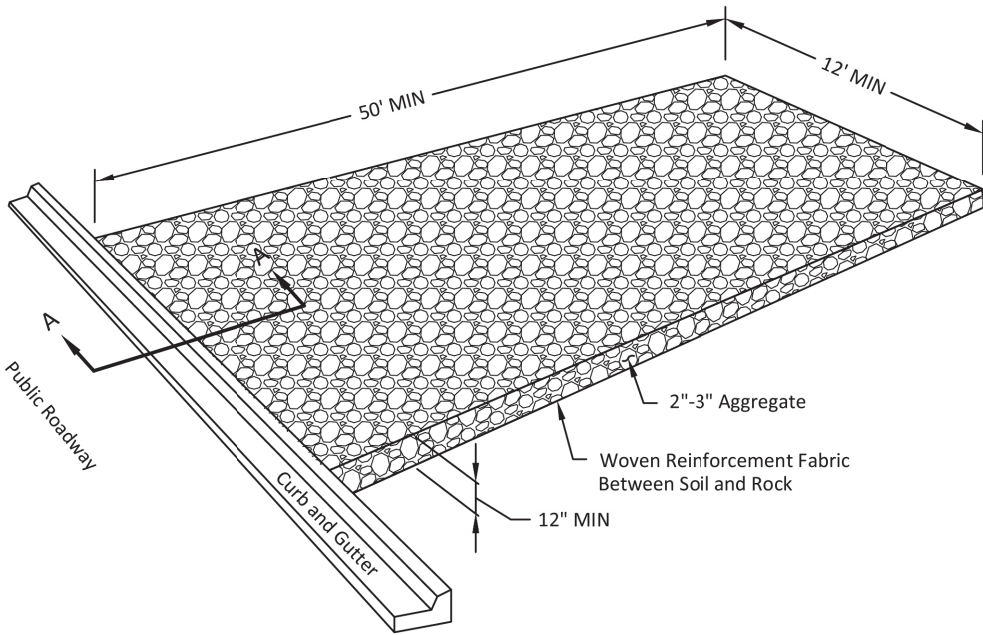
- Notes:**
- 1. The type of sediment control device shown is for illustrative purposes only.
 - 2. The type of sediment control device used shall be one of the types as specified in the plans.
 - 3. The sediment control device shall be placed at the drop inlets according to the manufactures' installation instructions.
 - 4. The sediment control device shall be secured so that it remains in the inlet opening.
 - 5. The sediment control at inlet for Type S reinforced concrete drop inlet shall be placed at locations stated in the plans or at locations determined by the Engineer.
 - 6. The Contractor will maintain the sediment control device by removing the device, removing accumulated sediment, and resetting the device. The removed sediment will be placed at a location away from the drop inlet where the sediment will not be washed back into the drop inlet or other storm sewer system.

N.T.S.

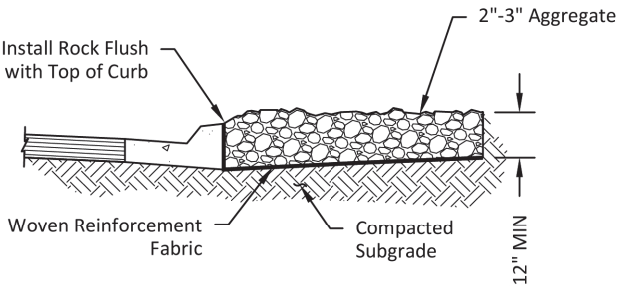
CITY OF RAPID CITY	PUBLIC WORKS DEPARTMENT
SEDIMENT CONTROL FOR TYPE S INLETS	
DATE: 8-19-22	
Sec. - Sht. 18-7	



Vehicle Tracking Control



- Notes:**
- 1. All rock to be removed upon completion of construction.
 - 2. Sediment control measures shall be maintained at all times.
 - 3. Public roadway to be kept clean and free of mud, dirt and debris at all times.
 - 4. Woven reinforcement fabric shall comply with Section 18, per Standard Specifications.
 - 5. 2'-3" Aggregate shall be per Standard Specifications, Section 18.



SECTION A-A

N.T.S.

CITY OF RAPID CITY	PUBLIC WORKS DEPARTMENT
ROCK CONSTRUCTION ENTRANCE	
DATE: 8-19-22	
Sec. - Sht. 18-10	

Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



No.	Date	By	Revision Description

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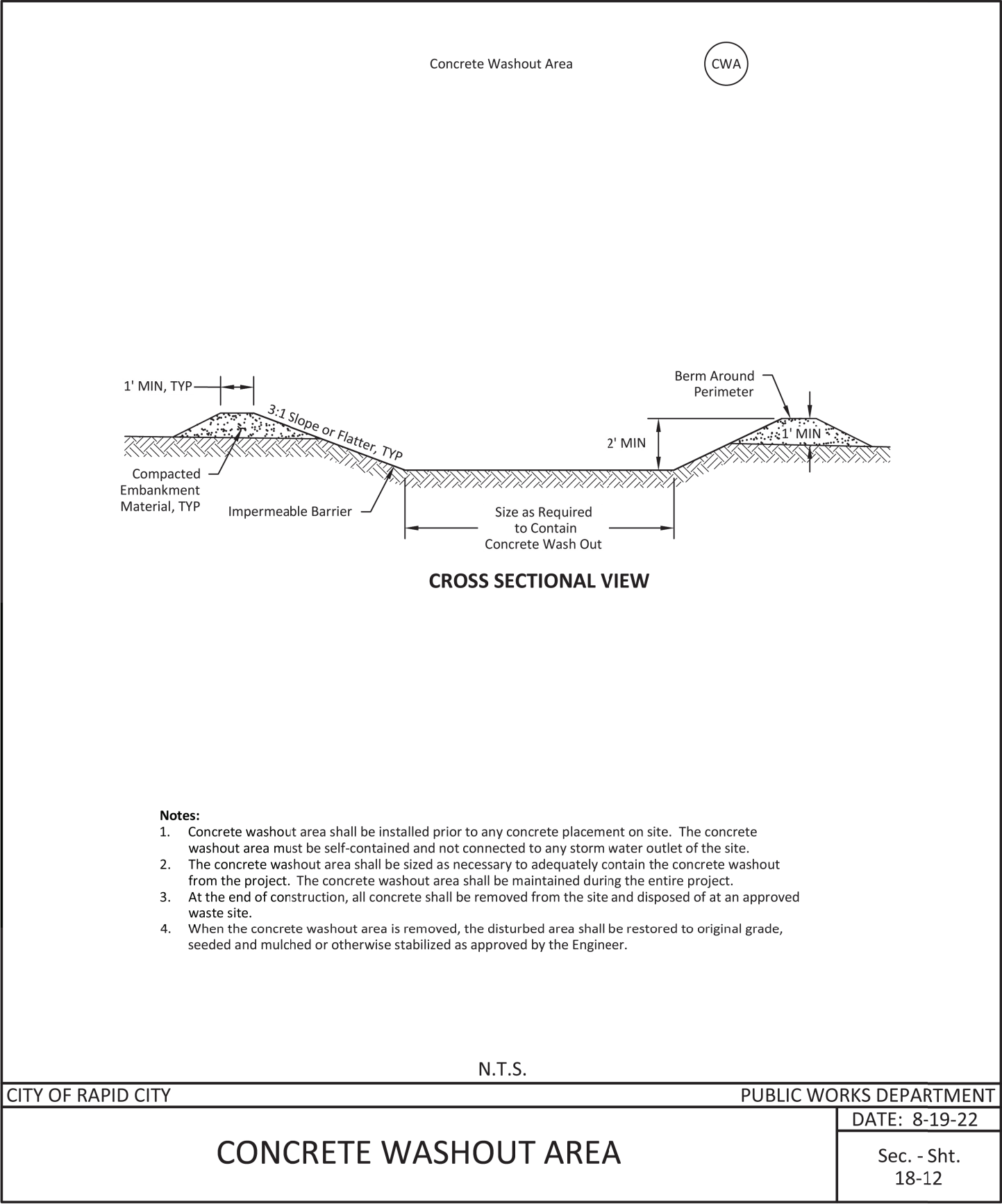
Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

Rapid City
Standard Details

Sheet No.

FULL SIZE PLOT 11X17 COLOR

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Consulting Firm:
Consultant Project No: J25-149
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Drawn By: IMM, BDH



No.	Date	By	Revision Description

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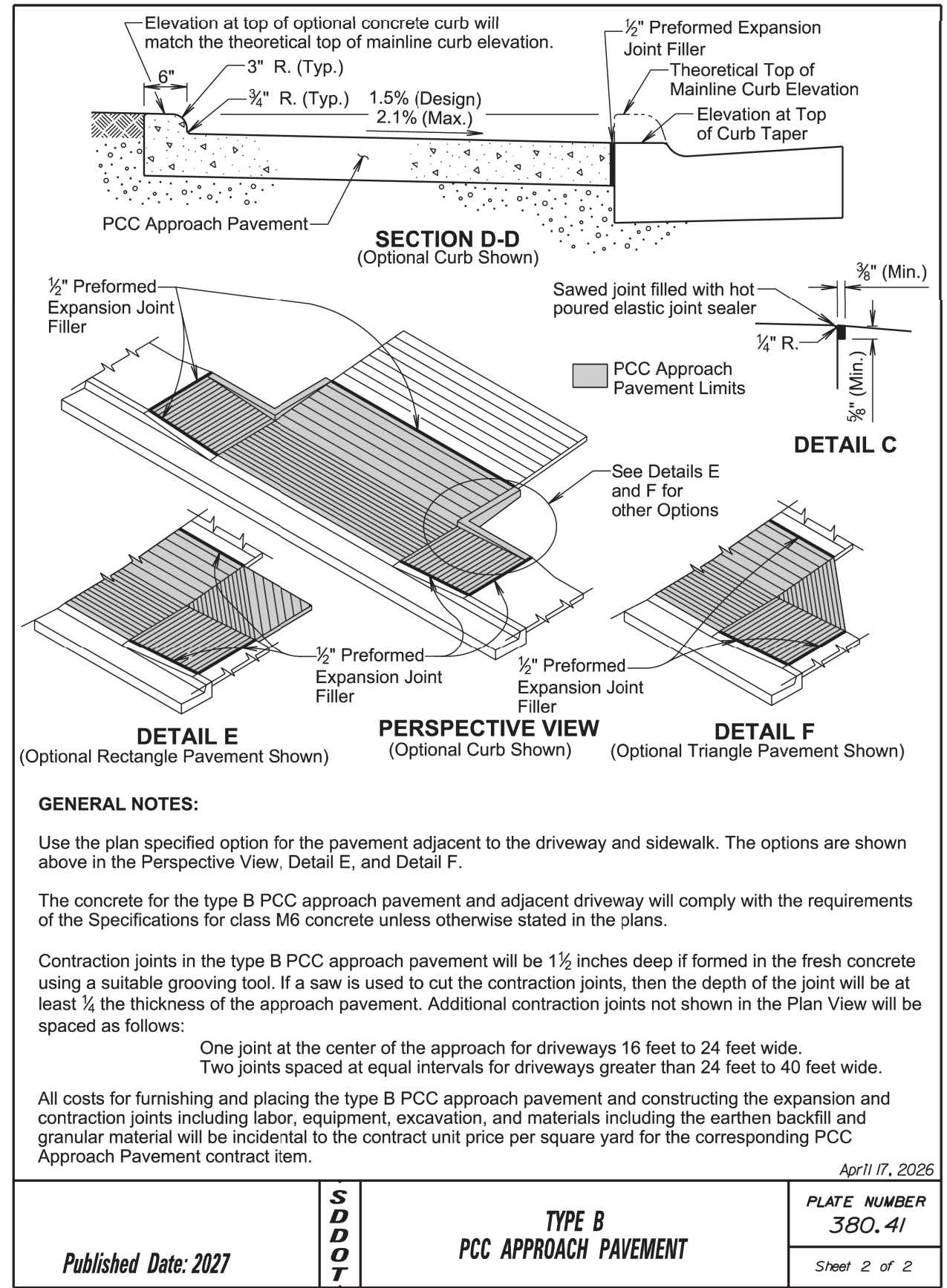
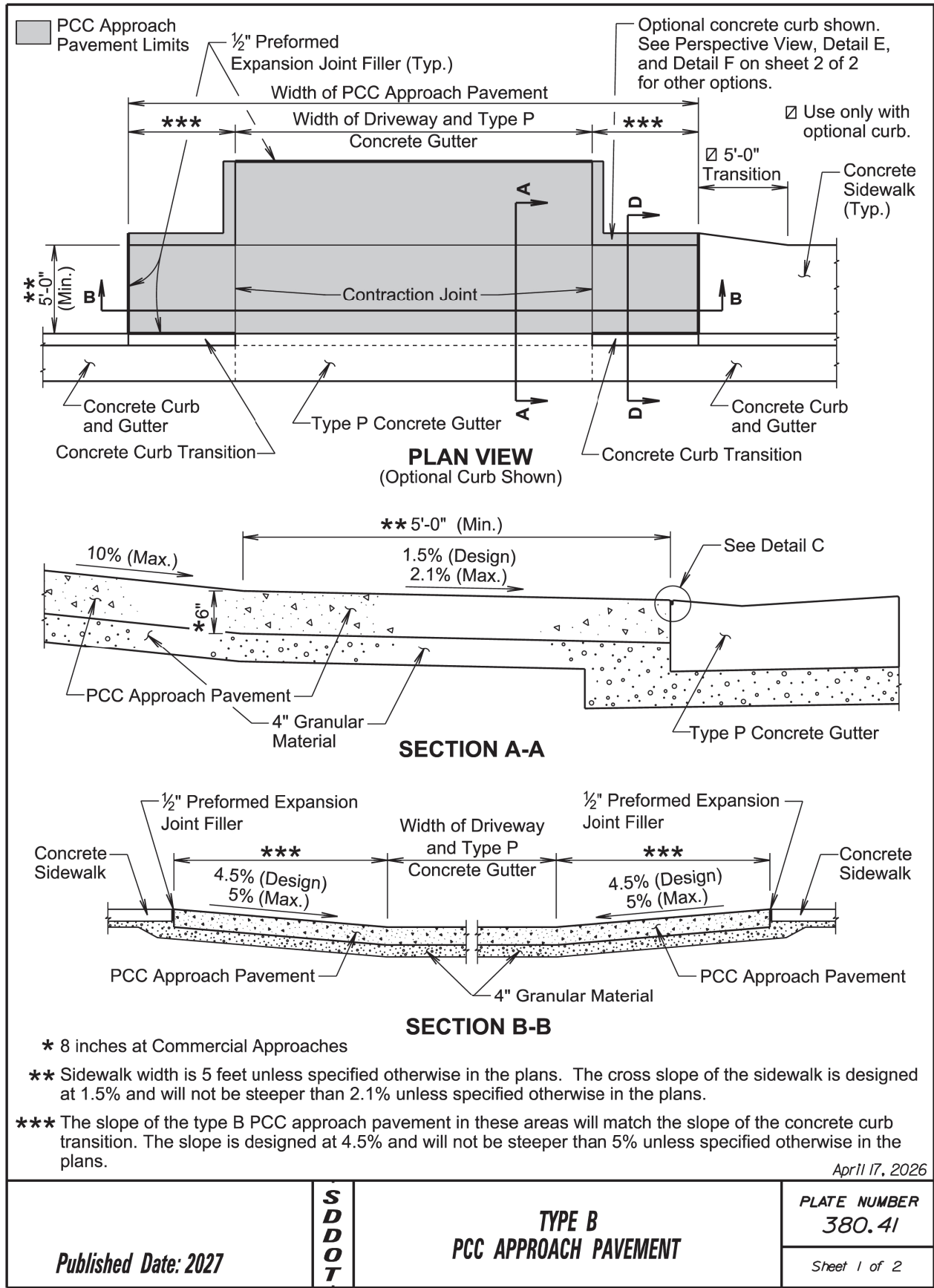
Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

Rapid City
Standard Details

Sheet No.

FULL SIZE PLOT 11X17 COLOR

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6/23/2026



Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



No.	Date	By	Revision Description

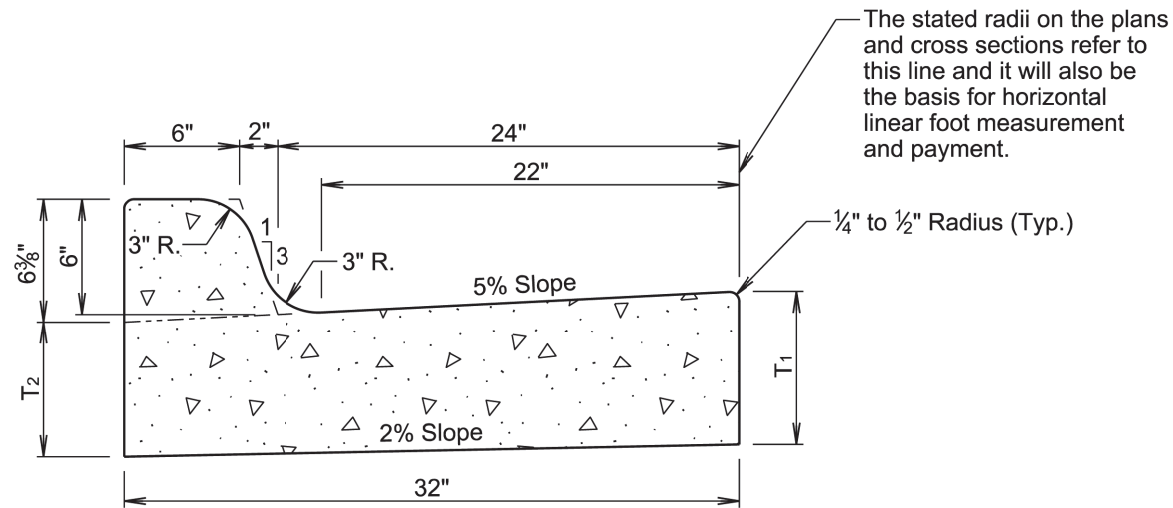
Optima, LLC

Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

SDDOT Standard
Plates

Sheet No.

1 163



TYPE B CONCRETE CURB AND GUTTER				
Type	T ₁ (Inches)	T ₂ (Inches)	Cu. Yd. Per Lin. Ft.	Lin. Ft. Per Cu. Yd.
B66	6	5 1/16	0.057	17.7
B67	7	6 1/16	0.065	15.4
B68	8	7 1/16	0.073	13.7
B68.5	8.5	7 9/16	0.077	13.0
B69	9	8 1/16	0.081	12.3
B69.5	9.5	8 9/16	0.085	11.7
B610	10	9 1/16	0.090	11.2
B610.5	10.5	9 9/16	0.094	10.7
B611	11	10 1/16	0.098	10.2
B611.5	11.5	10 9/16	0.102	9.8
B612	12	11 1/16	0.106	9.4

GENERAL NOTES:

When concrete curb and gutter longitudinally adjoins new concrete pavement, the method of attachment will be by one of the methods shown on standard plate 380.21.

See standard plate 650.90 for expansion and contraction joints in the curb and gutter.

January 22, 2023

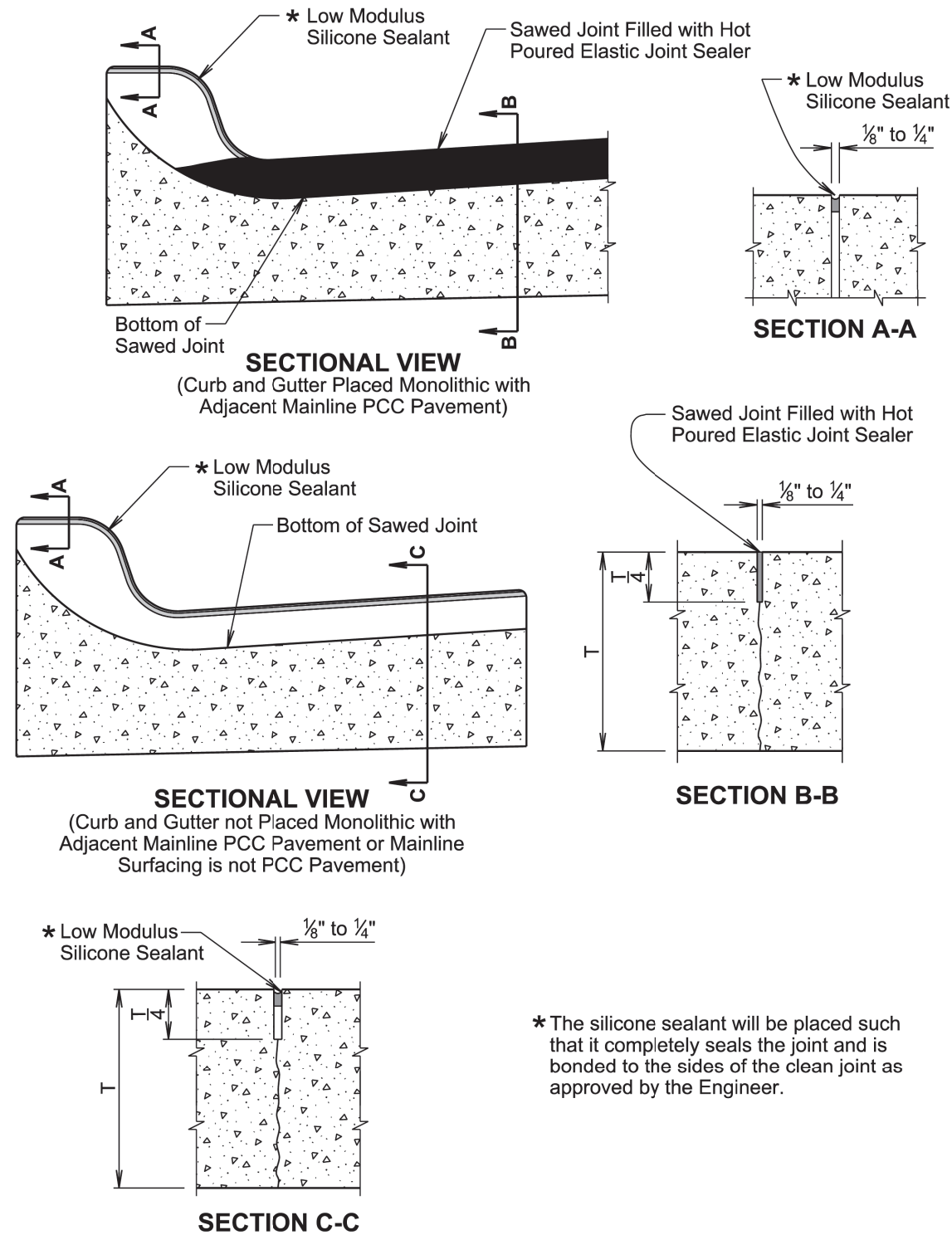
Published Date: 2027

S
D
D
O
T

TYPE B CONCRETE CURB AND GUTTER

PLATE NUMBER
650.01

Sheet 1 of 1



* The silicone sealant will be placed such that it completely seals the joint and is bonded to the sides of the clean joint as approved by the Engineer.

December 23, 2019

Published Date: 2027

S
D
D
O
T

JOINTS IN CONCRETE CURB AND GUTTER

PLATE NUMBER
650.90

Sheet 1 of 2

FULL SIZE PLOT 11X17 COLOR

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6/23/2026

Diagram illustrating the setup for work on shoulders. It shows advance warning signs (W20-1, W21-5), channelizing devices, and the work space layout. Dimensions A, G, and 2G are indicated for sign placement and taper length.

Posted Speed Prior to Work (M.P.H.)	Spacing of Advance Warning Signs (Feet) (A)	Taper Length (Feet) (L)	Spacing of Channelizing Devices (Feet) (G)
0 - 30	200	180	25
35 - 40	350	320	25
45	500	600	25
50	500	600	50
55	750	660	50
60 - 65	1000	780	50

■ Channelizing Device

END ROAD WORK G20-2

The channelizing devices will be drums or 42" cones if traffic control must remain overnight.

For short duration operations (1 hour or less) all channelizing devices may be eliminated if a vehicle with an activated flashing or revolving yellow light is used.

Worker signs (W21-1 or W21-1a) may be used instead of SHOULDER WORK signs.

A SHOULDER WORK sign should be placed on the left side of a divided or one-way roadway only if the left shoulder is affected.

The SHOULDER WORK sign on an intersecting roadway is not required if drivers emerging from that roadway will encounter another advance warning sign before they reach a work activity area.

WORK SPACE

Diagram illustrating the setup for work on shoulders. It shows advance warning signs (W20-1, W21-5), channelizing devices, and the work space layout. Dimensions A, G, and 2G are indicated for sign placement and taper length.

SHOULDER WORK W21-5

ROAD WORK AHEAD W20-1

END ROAD WORK G20-2

January 22, 2021

SDDOT

WORK ON SHOULDERS

Published Date: 2027

PLATE NUMBER
634.03

Sheet 1 of 1

Diagram illustrating the setup for lane closure with flagger provided. It shows advance warning signs (W20-1, W20-4, W20-7), flagger, channelizing devices, and the work space layout. Dimensions A, G, and 2G are indicated for sign placement and taper length.

Posted Speed Prior to Work (M.P.H.)	Spacing of Advance Warning Signs (Feet) (A)	Spacing of Channelizing Devices (Feet) (G)
0 - 30	200	25
35 - 40	350	25
45	500	25
50	500	50
55	750	50
60 - 65	1000	50

● Flagger

■ Channelizing Device

For low-volume traffic situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger may be used.

The ROAD WORK AHEAD and the END ROAD WORK signs may be omitted for short duration operations (1 hour or less).

For tack and/or flush seal operations, when flaggers are not being used, the FRESH OIL sign (W21-2) will be displayed in advance of the liquid asphalt areas.

Flashing warning lights and/or flags may be used to call attention to the advance warning signs.

The channelizing devices will be drums or 42" cones.

Channelizing devices are not required along the centerline adjacent to work area when pilot cars are utilized for escorting traffic through the work area.

Channelizing devices and flaggers will be used at intersecting roads to control intersecting road traffic as required.

The buffer space should be extended so that the two-way traffic taper is placed before a horizontal or vertical curve to provide adequate sight distance for the flagger and queue of stopped vehicles.

The length of A may be adjusted to fit field conditions.

Warning sign sequence in opposite direction same as below.

Diagram illustrating the setup for lane closure with flagger provided. It shows advance warning signs (W20-1, W20-4, W20-7), flagger, channelizing devices, and the work space layout. Dimensions A, G, and 2G are indicated for sign placement and taper length.

WORK SPACE

Buffer Space

One Lane Two-way Traffic Taper

ROAD WORK AHEAD W20-1

ONE LANE ROAD AHEAD W20-4

XXX FEET W16-2P (Optional)

W20-7

END ROAD WORK G20-2

January 22, 2021

SDDOT

LANE CLOSURE WITH FLAGGER PROVIDED

Published Date: 2027

PLATE NUMBER
634.23

Sheet 1 of 1

Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



No.	Date	By	Revision Description

Optima, LLC

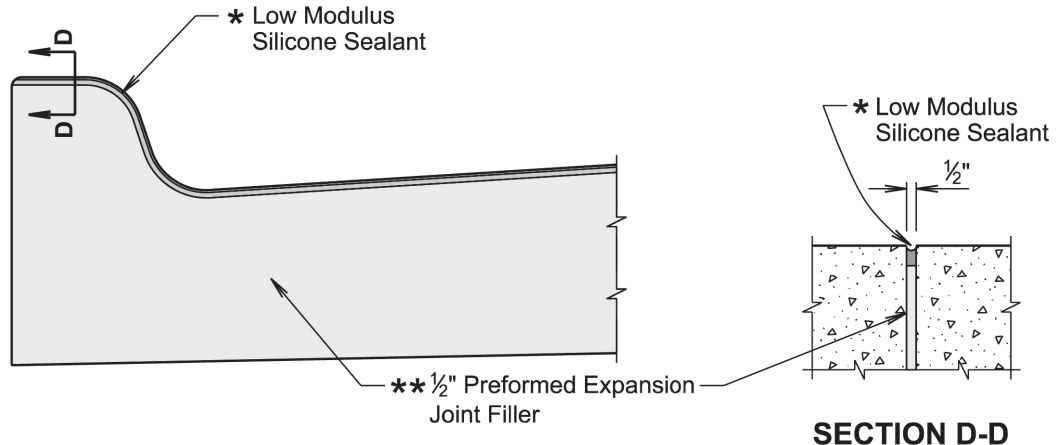
Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

SDDOT Standard
Plates

Sheet No.

FULL SIZE PLOT 11X17 COLOR

6/23/2026 P:\25-149\AUTOCAD\PLANSHEETS\25-149STD_DET.DWG



SECTIONAL VIEW
(Curb and Gutter at 1/2" Preformed Expansion Joint Filler Location)

SECTION D-D

* The silicone sealant will be placed such that it completely seals the joint and is bonded to the sides of the clean joint as approved by the Engineer.

GENERAL NOTES:

For illustrative reason, only the type B curb and gutter is shown.

*** A 1/2-inch preformed expansion joint filler will be placed transversely in the curb and gutter at the following locations:

At each junction between the radius return of curb and gutter, and curb and gutter which is parallel to the project centerline.

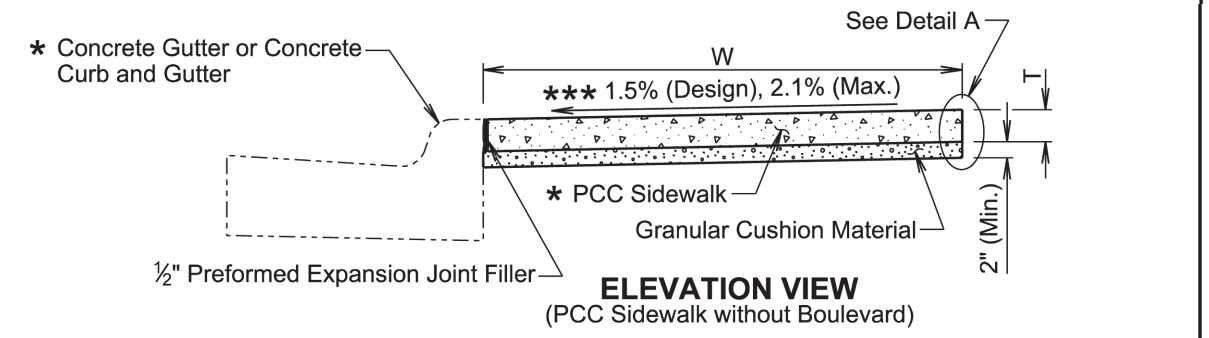
At each junction between new curb and gutter and existing curb and gutter.

Transverse contraction joints will be constructed at 10 foot intervals in the concrete curb and gutter except when the concrete curb and gutter is constructed adjacent to mainline PCC pavement. When concrete curb and gutter is constructed adjacent to mainline PCC pavement, a transverse contraction joint will be constructed in the concrete curb and gutter at each mainline PCC pavement transverse contraction joint location.

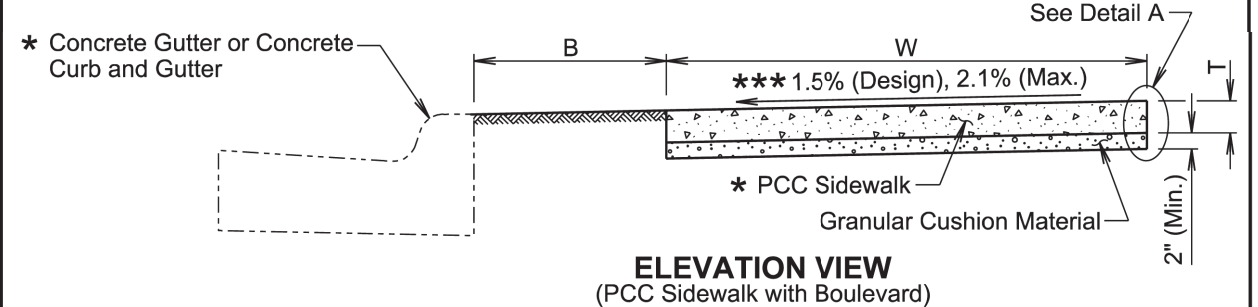
When concrete curb and gutter is not placed monolithically with the mainline PCC pavement or when the adjacent mainline surfacing is not PCC concrete, the transverse contraction joints in the concrete curb and gutter will be 1 1/2 inches deep if formed in the fresh concrete using a suitable grooving tool. If a saw is used to cut the contraction joints, then the depth of the joint will be at least 1/4 the thickness of the concrete and the joint will be sealed in accordance with the details shown above.

December 23, 2019

Published Date: 2027	S D D O T	JOINTS IN CONCRETE CURB AND GUTTER	PLATE NUMBER
			650.90
			Sheet 2 of 2

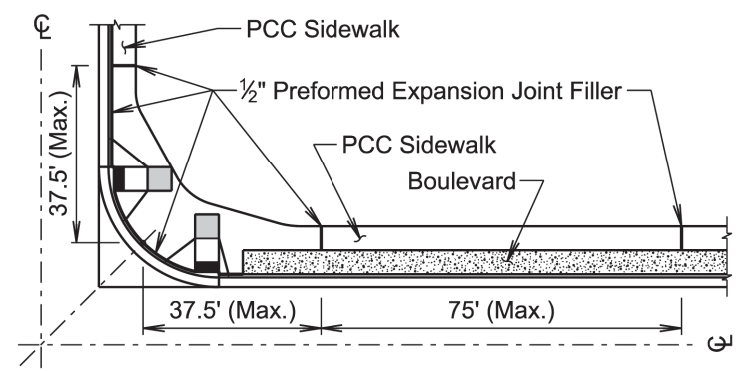


ELEVATION VIEW
(PCC Sidewalk without Boulevard)



ELEVATION VIEW
(PCC Sidewalk with Boulevard)

- B Width of boulevard as specified in the plans.
- T Thickness of PCC sidewalk as specified in the plans.
- W Width of PCC sidewalk as specified in the plans.
- * Type as specified in the plans.



PLAN VIEW

GENERAL NOTES:

The PCC sidewalk will be constructed in accordance with Section 651 of the Specifications.

*** The cross slope of the sidewalk is designed at 1.5% and the maximum slope allowed is 2.1% unless specified otherwise in the plans.

The maximum length between expansion joints in the PCC sidewalk is 75 feet.

PCC sidewalk placed adjacent to intersection of roadways will have an expansion joint placed transversely a maximum of 37.5 feet from the intersection. See Plan View.

An expansion joint in the PCC sidewalk will consist of a 1/2 -inch thick preformed expansion joint filler material placed full depth and width of the PCC sidewalk.

** Large areas of PCC pavement adjacent to the PCC sidewalk may require a different joint treatment than shown in the detail. If a different joint detail is necessary, plans will contain the joint detail and the Contractor will construct the joint treatment in accordance with the plans.

April 8, 2025

Published Date: 2027	S D D O T	PCC SIDEWALK	PLATE NUMBER
			651.75
			Sheet 1 of 2

Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



No.	Date	By	Revision Description

Optima, LLC

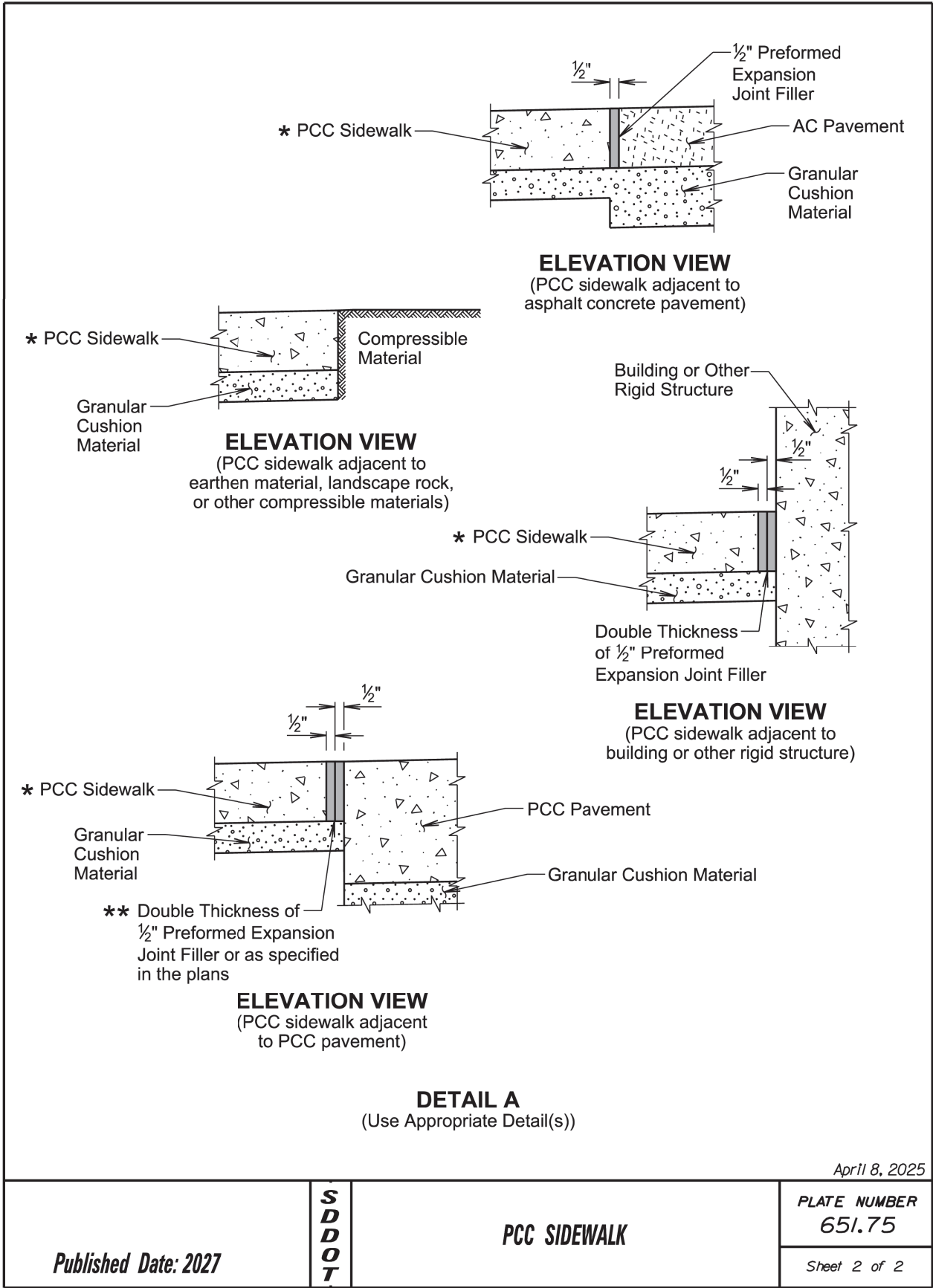
Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

SDDOT Standard
Plates

Sheet No.

FULL SIZE PLOT 11X17 COLOR

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<i>Published Date: 2027</i>	<i>S D D O T</i>	<i>PCC SIDEWALK</i>	<i>PLATE NUMBER</i>
			<i>651.75</i>
			<i>Sheet 2 of 2</i>

Consulting Firm:
Consultant Project No: J25-149
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Drawn By: IMM, BDH



No.	Date	By	Revision Description

Optima, LLC

Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

SDDOT Standard
Plates

Sheet No.



Aerial photo of vacant lots on Charles Street



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 CHANGE OF ZONING

Staff Report

Date: August 3, 2026
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
To: Planning and Zoning Commission
RE: Change of Zoning

APPLICANT(S): Optima LLC
PURPOSE: Change of Zoning
ADDRESS: 37 Charles Street

LEGAL DESCRIPTION: Lots 9R, 13R and 17R in Block 71, Original Town of Deadwood, formerly Lots 9, 11, 13, 15, 17 & 107B in Block 71, Original Town of Deadwood according to the P.L. Rogers Map of the City of Deadwood (Lots 15 and 17 are also described historically as Lots 17 and 19 in Block 1 of Cleveland Addition to the City of Deadwood), Original Townsite, City of Deadwood, Lawrence County, South Dakota located in Section 26, T5N, R3E, BHM.

FILE STATUS: All legal obligations have been completed.

CURRENT ZONING DISTRICT: C1 – Commercial

REQUESTED ZONING DISTRICT: R1 - Residential

Change of Zoning
37 Charles Street
August 3, 2026

STAFF FINDINGS:

Surrounding Zoning:

North: CE – Commercial Enterprise

South: R1 – Residential

East: C1 - Commercial

West: C1 - Commercial

Surrounding Land Uses:

Retail

Residences

Hospital

Residences/Retail

SUMMARY OF REQUEST

The applicant has submitted a Petition for Zoning Amendment to Change the Zoning from C1 - Commercial to R1 – Residential as allowed under Chapter 17.100 – Amendments.

FACTUAL INFORMATION

1. The property is currently zoned C1 – Commercial.
2. The property is not located within a flood zone.
3. The area is characterized by commercial uses with a residential neighborhood on the hill behind the property.

STAFF DISCUSSION

The property is currently a vacant lot and recently came under new ownership. The new owners are seeking approval to rezone the lot to R1 – Residential for the purpose of relocating five (5) residential buildings from lower Main Street to this location. The request to rezone the property is a requirement referenced in the Developer's Agreement between the property owners and the City of Deadwood as part of the mitigation efforts through the Deadwood Historic Preservation Commission review process.

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 Chapter 17.96.020.
 2. A sign was posted on the property for which the requests were filed in accordance with SDCL 11-4-4.4.
 3. Notice of the time and place was published in the designated newspaper of the City of Deadwood in accordance with SDCL 11-4-4.
-

GENERAL STANDARDS FOR ZONING AMENDMENTS:

In reviewing an amendment to the official zoning district map, the Planning and Zoning Commission shall consider:

- A. Whether the proposed amendment conflicts with any applicable portions of this Ordinance.

There are no conflicts with the proposed zoning amendment.

- B. Whether the proposed amendment is consistent with all elements of the Deadwood Comprehensive Plan.

The Comprehensive Plan chapter on Housing encourages the development of housing as well as rehabilitation of historic structures. The rezoning of this property, followed by the infill created by moving existing historic buildings to the site is in keeping with actions suggested within the Comprehensive Plan.

- C. Whether the proposed amendment is compatible with surrounding Zone Districts and land uses, considering existing land use and neighborhood characteristics.

The subject property is surrounded by a mix of commercial and residential zoning districts, and this request is compatible with the surrounding zoning districts.

- D. The effect of the proposed amendment on traffic generation and road safety.

Access to the property is off Charles Street, a main highway through town. The proposed amendment may influence traffic generation and road safety in that immediate area. To combat this, recorded cross-access easements and maintenance agreements in a form acceptable to the South Dakota Department of Transportation and the City are required as part of the Developer's Agreement.

- E. Whether the extent to which the proposed amendment would result in demands on public facilities, and the extent to which the proposed amendment would exceed the capacity of such public facilities, including, but not limited to transportation facilities, sewage facilities, water supply, parks, drainage, schools, and emergency medical facilities.

The proposed project will not have a significant impact on the demand for public facilities in the immediate area. There is currently public infrastructure available to the project through existing services.

Change of Zoning
37 Charles Street
August 3, 2026

- F. Whether the proposed amendment is consistent and compatible with the community character in the City of Deadwood.

The proposed amendment is in harmony with the overall character of Deadwood.

- G. Whether there have been changed conditions affecting the subject parcel or the surrounding neighborhood, which support the proposed amendment.

The proposed amendment will influence the surrounding neighborhood as this property is currently vacant. Once completed, historic homes will sit on the property creating an extension of the neighboring residential neighborhood.

- H. Whether the proposed amendment would conflict with the public interest and is in harmony with the proposed amendment may or may not conflict with the public interest.

At this time, there have been no comments in support or against this amendment and there will be time for public comment prior to the discussion on this amendment.

ACTION REQUIRED:

1. Approval/Denial by Deadwood Board of Adjustment (approved by Planning and Zoning Commission July 15, 2026)

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



Questions Contact **Section 10 Item c.**
Kevin Kuchenbecker
(605) 578-2082 or
kevin@cityofdeadwood.com

Application No. _____

APPLICATION FOR PLAT

Application/Filing Fee: \$200.00 per lot

The application fee needs to be paid when plat is submitted to the Planning and Zoning Office.

Applicants: Please read thoroughly prior to completing this form. Only complete applications will be considered for review. Applications must be received no later than fifteen (15) days prior to the P&Z Commission meeting. Mylar(s) must be received by the Planning and Zoning office no later than the Wednesday before the scheduled meeting. The Planning and Zoning Commission meets the first and third Wednesday of each month.

Applicant: _____

Address: _____
Street City State Zip

Phone Number: _____ Email Address: _____

Property Address: Charles Street (open lots between 31 and 61 Charles Street)

Property Owner: _____

Property Owner Phone Number: _____

Full Legal Description of Property: Lots 9, 11, 13, 15, 17 and 107B in Block 71, Original Town of Deadwood, according to the P.L. Roger's Map of the City of Deadwood, Lawrence County, South Dakota.

Purpose of this Plat: Reconfiguration of existing lot layout into 3 single-family residential lots in support of the relocation of historically contributing structures from their current location on Lower Main Street to Charles Street.

Summary of this Plat: Consolidation of existing 6 lots into 3 lots suitable for single family residential use.

1. The following documents shall be submitted:

- An improvement survey, including all easements,
- Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and
- A copy of the full legal description from the Lawrence County Register of Deeds Office.

Check the box to confirm the following information is included on the plat and is accurate:

- ☒ The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
 - ☒ Land is identified with a new legal description for the transfer of the land.
 - ☒ Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
 - ☒ A date is shown on the plat and serves to "fix in time" the data represented on the plat.
 - ☒ The street bounding the lot is shown and named.
 - ☒ All certifications are indicated and correct on the plat.
 - ☒ Dimensions, angles, and bearings are shown along the lot lines.
 - ☒ Scale of the plat is shown and accompanied with a bar scale.
 - ☐ Area's taken out of the mineral survey and remaining acreage is indicated on the plat.
- ☒ I understand I am required to have the Lawrence County Register of Deeds email a digital copy of the completed final copy of this plat to kevin@cityofdeadwood.com.

Signature of Owner/Applicant: _____  Date: 06/23/26

Staff Use Only

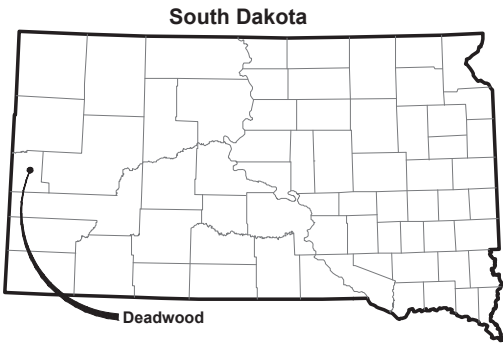
Fee: \$ _____ Paid On _____ Receipt Number _____

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/Board of Adjustment:	Yes	No	Date: _____

Reason for Denial (if necessary): _____

FULL SIZE PLOT 11X17 COLOR

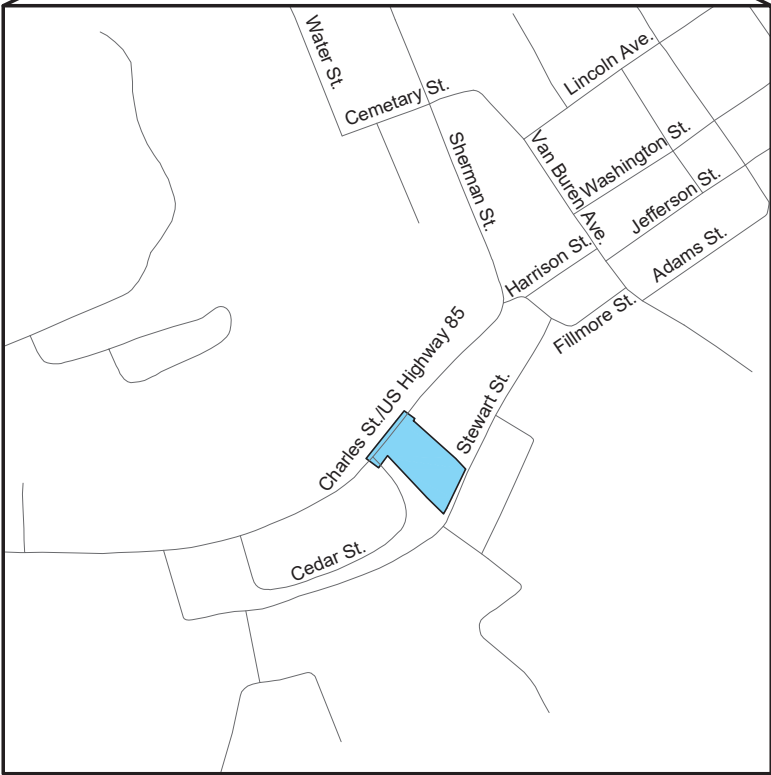
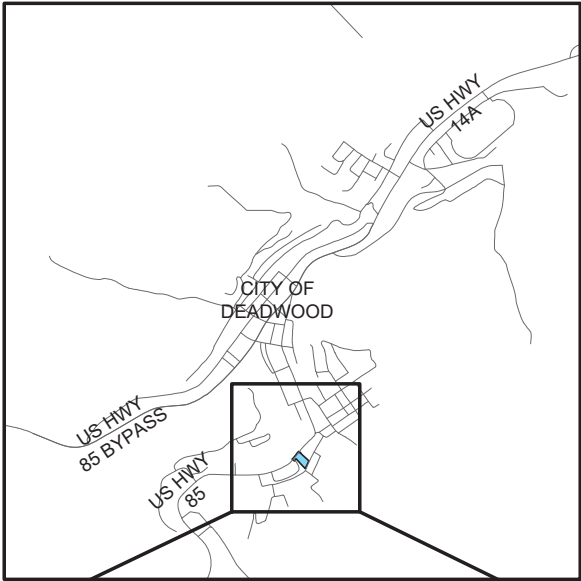
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Relocation of Historic Resources from Lower Main Street to Charles Street

City of Deadwood
Lawrence County

City of Deadwood, South Dakota



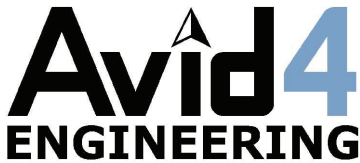
Project Location Map Not To Scale



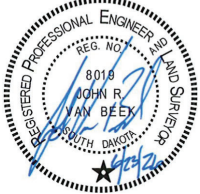
Index of Sheets

1	Title Sheet
2-3	General Notes
4	Traffic Control Notes
5	Existing Conditions & Removals
6	Site Layout
7	Sanitary Sewer Profiles
8-12	Rapid City Standard Details
13-17	SDDOT Standard Plates

Prepared By:



1805 Samco Road, Rapid City, SD 57702 · Phone: (605) 343-3311 · www.Avid4eng.com



- Civil Engineering
- Water Resources
- Transportation
- Geospatial Solutions



N.T.S.

FULL SIZE PLOT 11X17 COLOR

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6/23/2026

STANDARD SPECIFICATIONS				EXPLORATORY EXCAVATION				STREET SUBGRADE MAINTENANCE				Section 10 Item c.																																					
All work in the public Right-of-Way shall be constructed in accordance with the South Dakota Department of Transportation Standard Specifications for Roads and Bridges. All water and sanitary sewer work shall be constructed in accordance with the City of Rapid City Standard Specifications.																																																	
The Contractor shall notify the Engineer of conflicts between drawings and the Standard Specifications.																																																	
PROJECT COORDINATION																																																	
Contractor is responsible for coordinating work with all adjacent property owners that will be temporarily impacted by construction of this project.																																																	
PERMITS																																																	
The Contractor shall be responsible for obtaining the required permits for these projects. the following permits will be required for this projects:																																																	
Permit: Submitted by: Temporary Discharge Permit Contractor (if necessary) Building Permit Contractor City Contractor Licence Contractor/Subcontractors SDDOT Right-of-Way Permit Contractor SDDOT Occupy Permit Contractor																																																	
EROSION, SEDIMENT, AND WATER POLLUTION CONTROL																																																	
The project will disturb approximately 0.4 acres and a SDDANR permit is not required for this project. The Contractor is responsible for controlling site runoff and erosion control. The erosion plans shown in these sheets shall be used as a guide for the Contractor. Details have been provided in these plans for erosion control measures. The Contractor is responsible for any sediment that transfers from the site.																																																	
PROTECTION OF EXISTING FEATURES																																																	
Existing features, including trees, landscaping, pavements, structures, etc. not called out for removals; or remove and reset; shall be protected by the Contractor.																																																	
UTILITY COMPANY NOTIFICATION																																																	
The Contractor shall utilize the South Dakota One Call notification process to provide advance notice of at least 48 hours, excluding weekends and holidays, to inform all South Dakota underground facility operators of intended excavation. The Contractor shall contact all utility companies before work has commenced.																																																	
South Dakota 811 (One Call) 1-800-781-7474 or 811																																																	
If utility locations are sufficiently identified within the time frame required, any excavator damaging or injuring the underground facilities is strictly liable for damages to the utility.																																																	
If, in the course of excavation, the excavator is unable to locate the underground facility or discovers that the operator of the underground facility has incorrectly located the underground facility, he shall promptly notify the utility operator, or, if the utility operator is unknown, the One Call notification center. The excavator shall also notify the Engineer.																																																	
EXISTING UTILITIES																																																	
Location of existing utilities shown on these drawings are approximate and were taken from available records. Prior to excavation, the contractor shall field verify exact location of all utilities whether or not shown on these drawings. Contractor shall protect all utilities during construction. Excavators shall maintain a minimum horizontal clearance of eighteen inches between a marked underground facility and the cutting edge of any mechanical equipment. If excavation is required within eighteen inches, horizontally, the excavator shall expose the facility with hand tools or approved noninvasive methods and shall protect and support the facility prior to further excavation with mechanical equipment.																																																	
Unless explicitly otherwise noted, any disturbance or replacement of existing utilities shall be incidental to the project. If required, the contractor shall coordinate relocation of utility with the utility owner. All utilities are to be adjusted and/or relocated by the respective utility companies unless other provisions are explicitly called for within these drawings.																																																	
EXISTING UTILITY CROSSINGS																																																	
Refer to specifications for crossing of existing storm sewers, sanitary sewers, water mains, and water main lowerings. At all locations where the proposed utility improvement crosses or is adjacent to existing storm sewers, sanitary sewers or water mains, the Contractor shall be responsible for safeguarding the existing utilities to ensure that they are not disturbed during the work. Temporary structural support for the utilities may be required.																																																	
Consulting Firm: Consultant Project No: J25-149 Designed By: JRV Drawn By: IMM, BDH				<table><tr><td>No.</td><td>Date</td><td>By</td><td>Revision</td><td>Description</td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>				No.	Date	By	Revision	Description																										Optima, LLC				Relocation of Historic Resources from Lower Main Street to Charles Street Deadwood, South Dakota				General Notes		Sheet No.	
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FULL SIZE PLOT 11X17 COLOR

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GROOVING FOR COLD APPLIED PAVEMENT MARKING

The Contractor will establish a positive means for the removal of the grinding and/or grooving residue. Residue from dry grooving will be vacuumed. Solid residue will be removed from the pavement surfaces before being blown by traffic action or wind. The Contractor will conduct this work to control and minimize airborne dust and similar debris that may become a hazard to motor vehicle operation or nuisance to property owners. Residue from wet grooving will not be permitted to flow across lanes being used by public traffic or into gutter or drainage facilities. Residue, whether in solid or slurry form, will be disposed of in a manner that will prevent it from reaching any waterway in a concentrated state. The cleaning of the residue for grooving will be to the satisfaction of the Engineer and may require more than one pass to adequately remove material.

INSTALLATION OF TEMPORARY EROSION CONTROL MEASURES

The Contractor shall not begin the removal of surfacing or topsoil within the applicable work area until all applicable temporary erosion control measures are placed. Temporary erosion control measures shall be installed as necessary as construction progresses.

APPROVED PRODUCTS

The Contractor shall use products available on the SDDOT approved products list.

INLET PROTECTION DEVICE (IPD)

Inlet protection devices shall be installed to temporarily prevent sediment-laden runoff from entering storm sewers and/or inlet protection devices shall be installed promptly after construction of inlets or paving is complete (typically within 48 hours). The type of inlet protection device to be used (sediment control wattles, silt fence, proprietary inlet protection devices, etc.) is differentiated on the drawings and shall be constructed at locations shown on the drawings. Refer to SDDOT Standard Plate 734.11 for details. Proprietary inlet protection devices shall be installed in accordance with manufacturer specifications.

During the course of construction heavy rainfall events may occur. The Contractor shall have personnel available during rain events to remove inlet protection if the inlet protection is causing flooding.

Inlet protection devices shall be removed from storm sewer inlets within paved street sections or parking lots during the winter months between December 1 and February 15. During the period when inlet protection has been removed, alternate sediment control methods for inlet protection must be employed if ground is not stabilized and frozen by winter conditions.

The Contractor shall remove sediment trapped by the inlet protection device when the surface of the sediment reaches one-half the height of the device. proprietary inlet protection devices should be maintained per the manufacturers recommendations.

Inlet protection devices shall be removed and properly disposed of when the drainage area for the inlet has reached final stabilization.

VEHICLE TRACKING CONTROL (VTC)

A location for the vehicle tracking control is not shown on these plans. The vehicle tracking pad shall be placed per Rapid City Standard Detail 18-10 in a location such that mud tracking and sediment flow will not enter the roadway or adjacent drainage areas. The vehicle tracking control shall be routinely inspected and the contractor shall repair or replace material as deemed necessary by the Engineer.

Granular material shall be placed in 6 inch maximum lifts.

Aggregate for granular material shall conform to the following gradation requirements:

Sieve Size	Percent Passing
3"	100%
2 ½"	90-100%
1 ½"	25-60%
¾"	0-10%
½"	0-5%

CONCRETE WASHOUT AREA (CWA)

Concrete washout area shall be provided for concrete trucks as necessary. Refer to City of Rapid City Detail 18-12 for details.

STREET SWEEPING

Vehicle tracking of sediment from the construction site shall be minimized. Street sweeping, as deemed necessary by the Engineer, shall be used if erosion and sediment control best management practices are not adequate to prevent sediment from being tracked onto the street.

The Contractor shall use a pickup broom having integral self-contained storage to clean the roadway.

SEDIMENT FILTER BAGS

Sediment filter bags can be used for perimeter control, inlet protection, check dams, etc. and shall be installed at locations as shown on the drawings and at locations determined by the Engineer during construction.

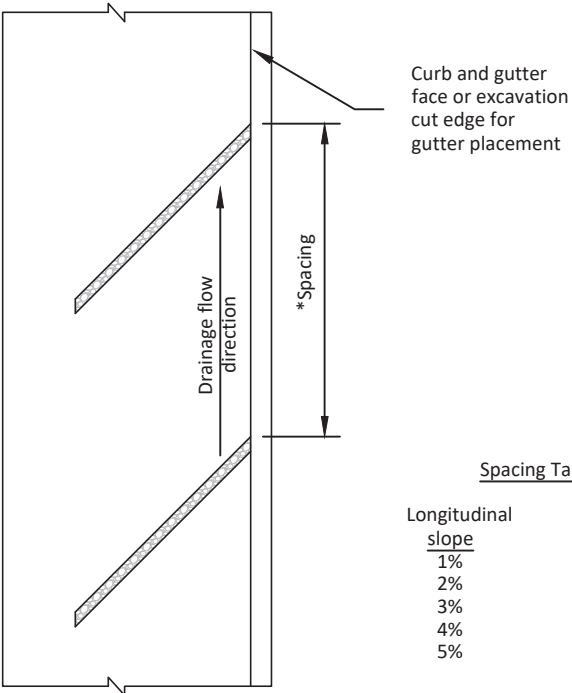
The sediment filter bags shall be the diameter and length shown on the drawings. The “sock” shall be the snake bag from the manufacturer listed below; or approved equal:

Manufacturer	Product Name
Sacramento Bag Manufacturing CO.	snake bag
sacramento, ca	
PHONE: 1-800-287-2247	
www.sacbag.com	

The fill material shall be clean 3/4 inch rock, clean 3/8 inch lime stone chips, clean 1/4 inch pea gravel, clean sand or material approved by Engineer.

The Contractor shall remove sediment trapped by the sediment filter bags when the surface of the sediment reaches one-half the height of the exposed gravel filter sock.

Sediment filter bags may be removed and reset as necessary as work progresses. The gravel filter socks removed and reset shall be in useable condition as determined by Owner representative.



Spacing Table	
Longitudinal slope	Spacing
1%	75'
2%	38'
3%	25'
4%	19'
5%	15'

- Notes:
- Sediment filter bags shall be filled with clean or washed aggregate 2" minus or smaller.
 - Sediment filter bags shall be 9" in diameter and shall be the "snake bag" from Sacramento Bag Manufacturing Company or approved equal.

SFB Gutter Check, Sediment Filter Bag NTS

Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



No.	Date	By	Revision Description

Optima, LLC

Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

General Notes

Sheet No.

FULL SIZE PLOT 11X17 COLOR

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Traffic Control Plan

This conceptual traffic control plan is provided to illustrate the layout for lane closures in Highway 85. The lane closure shall only be setup for the duration necessary to complete the work in the roadway. Traffic control for shoulder closures shall be setup per the SDDOT Standard Plate 634.03.

Traffic Control - General Notes

The Contractor is require to maintain traffic control in accordance with the Plans and the latest revision of the Manual of Uniform Traffic Control Devices (MUTCD).

Flaggers, properly attired and preceded by proper symbol signs, will be required to safely maintain traffic and pedestrian movements to complete the work in Highway 85.

Two way traffic in Highway 85 shall be maintained when no work is taking place and a flagger is present. Temporary gravel shall be used to provide a smooth driving surface over working areas. All trenches in or adjacent to the road way shall be properly backfilled and compacted to provide a stabile driving surfacing. This may require multiple traffic control setups to complete this work.

The Contractor is required to have a person available 24 hours a day, 7 days a week to maintain traffic control devices. The name and telephone number of this person will be given to the Engineer prior to work commencing.

The Contractor or designated traffic control subcontractor shall make after dark inspecitons every one (1) week to ensure the adequacy, legibility, and reflectivity of each sign and device. A written summary of each inspection shall be given to the Engineer within 24 hours after completion of the inspection.

At no time during construction will a vertical drop-off of greater than 16-inches adjacent to the traveled way be left overnight. The Contractor may utilize embankment material or exisiting gravel cushion to ensure a 16-inch vertial drop-off is not exceeded. Vertical drop-offs greater than 16-inches will be shouldered to a 3:1 maximum slope.

Construction equipment and material will not be unloaded from lanes open to traffic. All equipment and vehicles entering and existing closed lanes of traffic shall display a flashing amber light visible from all directions a minimum distance of ¼ mile.

Parking of equipment during non-working hours shall be in locations that do not hinder the visibility of, or access to, adjacent properties.

Property owners adjacent to the construction sign locations shall be notified before the signs are installed. Construction signs that are to be installed shall not block the view of existing applicable traffic signs. Non-applicable signing will be covered or remove during periods of inactivity.

Public Information

The Contractor shall prepare a public service announcement (PSA) to be published not less than five (5) days prior to any phase change or any other major change that affects traffic flow. A copy of the PSA shall be given to the Engineer seven (7) days prior to the change. The Contractor shall be responsible to keep law enforcement, emergency services, and the traveling public notified of changes in project access.

The Contractor shall designate an employee whose responsibility is keeping the traveling public informed of the project progress and change in project access. The Contractor shall also designate an individual to be responsible for incident management. The same individual may serve both roles. An incident is an emergency road user occurrence or unplanned event that impedes the flow of traffic such as an accident, hazardous materials spill or similar event.

During the incident, the Contractor will be required to flag traffic, relocate signs and adjust traffic control devices as required to warn approaching motorists of the incident and resulting queued traffic.

The Contractor shall provide adequate personnel to accomplish the necessary traffic control work in the event of an incident.

Access

The Contractor shall maintain access to all adjacent properties at all times. The Contractor shall coordinate with property owners to ensure adequate access points and routes are communicated to the owners/occupants. The Contractor may need to explore opportunities to share access across adjacent properties to provide access on a temporary basis as work progresses.

Protection of Pedestrian Routes

Pedestrian routes within the project area shall be maintained by the Contractor during all phases of construction. Compacted gravel surfacing may be used to provide temporary detour routes.

Protection of pedestrian traffic from open excavations and other hazards in and around the construction site shall be in compliance with MUTCD, OSHA, and the Public Rights-of-Way Accessibility Guidelines.

Section 10 Item c.



Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



No.	Date	By	Revision	Description

Optima, LLC

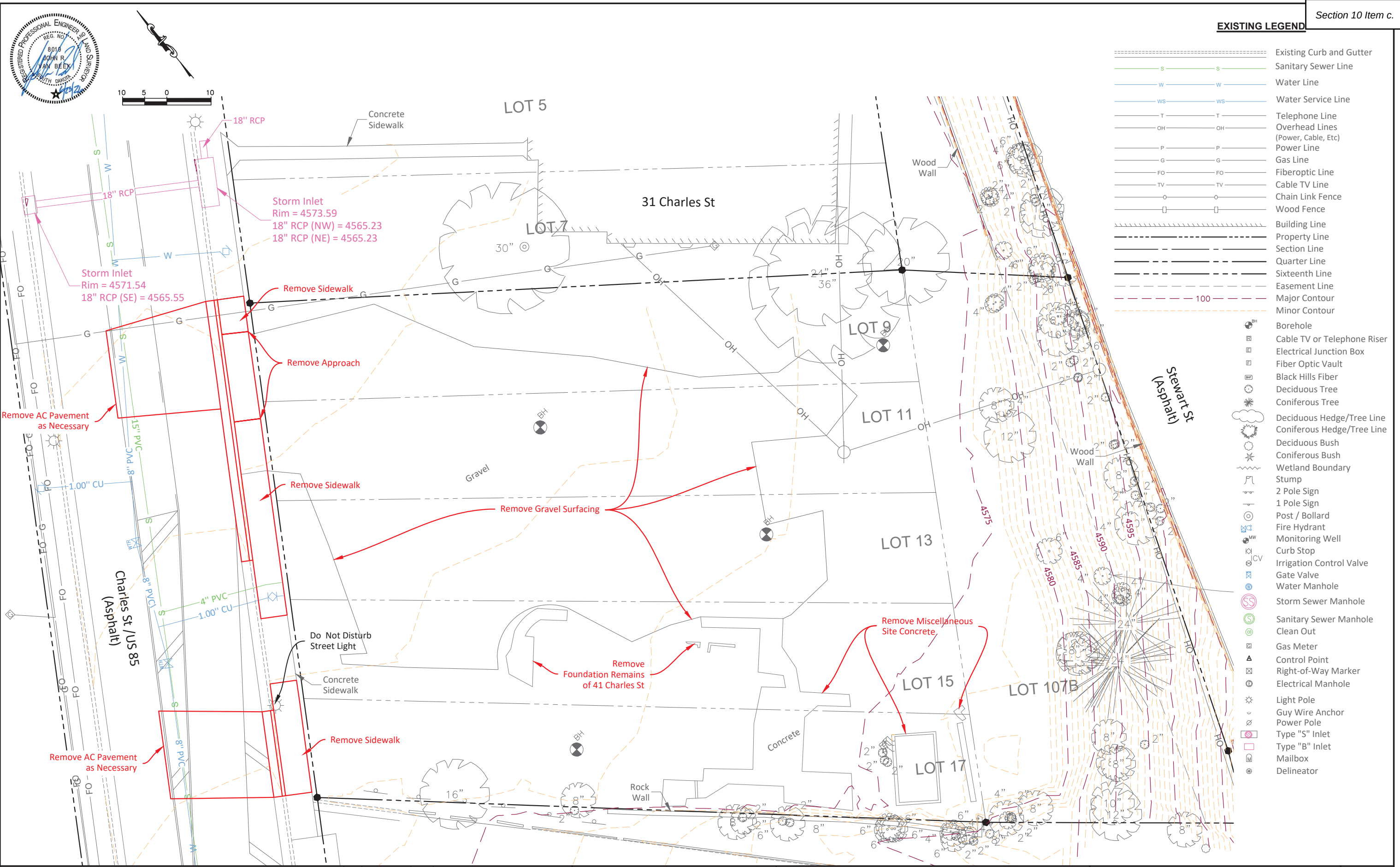
Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

Traffic Control
Layout

Sheet No.

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FULL SIZE PLOT 11X17 COLOR

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6/23/2026

Grading Callouts

1. N = 218170.84
E = 993938.29
Elev = 4573.12

2. N = 218186.48
E = 993949.98
Elev = 4572.77
3. N = 218213.87
E = 993970.50
Elev = 4572.18
TT

4. N = 218224.29
E = 993978.29
Elev = 4571.87
BT
5. N = 218240.28
E = 993990.30
Elev = 4571.39
BT

6. N = 218246.68
E = 993995.10
Elev = 4571.20
TT
7. N = 218261.40
E = 994006.06
Elev = 4570.85

Surface Callout Acronyms

All grading callouts are to edge of pavement unless otherwise noted.

BT - Bottom of Taper
TT - Top of Taper
FF - Finished Floor*

*Finished Floor elevations are relatively 2' above the existing grade and may change with approval from the Engineer.

PROPOSED LEGEND

- Sanitary Sewer Cleanout
- Curb Stop
- Sanitary Sewer Service
- Water Service
- Proposed Property Line
- IPD Inlet Protection Device
- SFB Sediment Filter Bag

Striping

- Cold Applied Plastic Pavement Marking, 4" White
- Cold Applied Plastic Pavement Marking, 24" White
- High Build Waterborne Pavement Marking Paint, 4" Yellow
- Cold Applied Plastic Pavement Marking, 24" Yellow

Striping Note:
The Contractor shall verify the existing pavement marking spacing and length prior to removal and match the existing markings.

Surfacing

- 5" Asphalt Concrete Composite 6" Base Course
- 6" Reinforced PCC Pavement, on 4" Aggregate Base Course
- 4" Nonreinforced Sidewalk, on 2" Aggregate Base Course

- Buildings Moved By Owner
- Area to be Seeded, Sodded or Landscaped



Stewart St (Asphalt)

Building Corner Locations

	390
A.	N = 218196.94 E = 994009.21
B.	N = 218174.16 E = 994031.81
C.	N = 218171.75 E = 994029.38
D.	N = 218163.24 E = 994037.83
E.	N = 218180.62 E = 993992.77
F.	N = 218174.94 E = 993998.41
G.	N = 218170.01 E = 993993.44
H.	N = 218152.92 E = 994010.40
I.	N = 218155.48 E = 994012.99
J.	N = 218146.97 E = 994021.44

Building Corner Locations

	388
A.	N = 218165.87 E = 993983.46
B.	N = 218142.32 E = 994002.61
C.	N = 218144.43 E = 994004.73
D.	N = 218135.25 E = 994012.44
E.	N = 218133.84 E = 994011.02
F.	N = 218104.19 E = 994043.26
G.	N = 218149.00 E = 993966.39
H.	N = 218127.78 E = 993987.45
I.	N = 218128.48 E = 993988.16
J.	N = 218088.70 E = 994027.64

Building Corner Locations

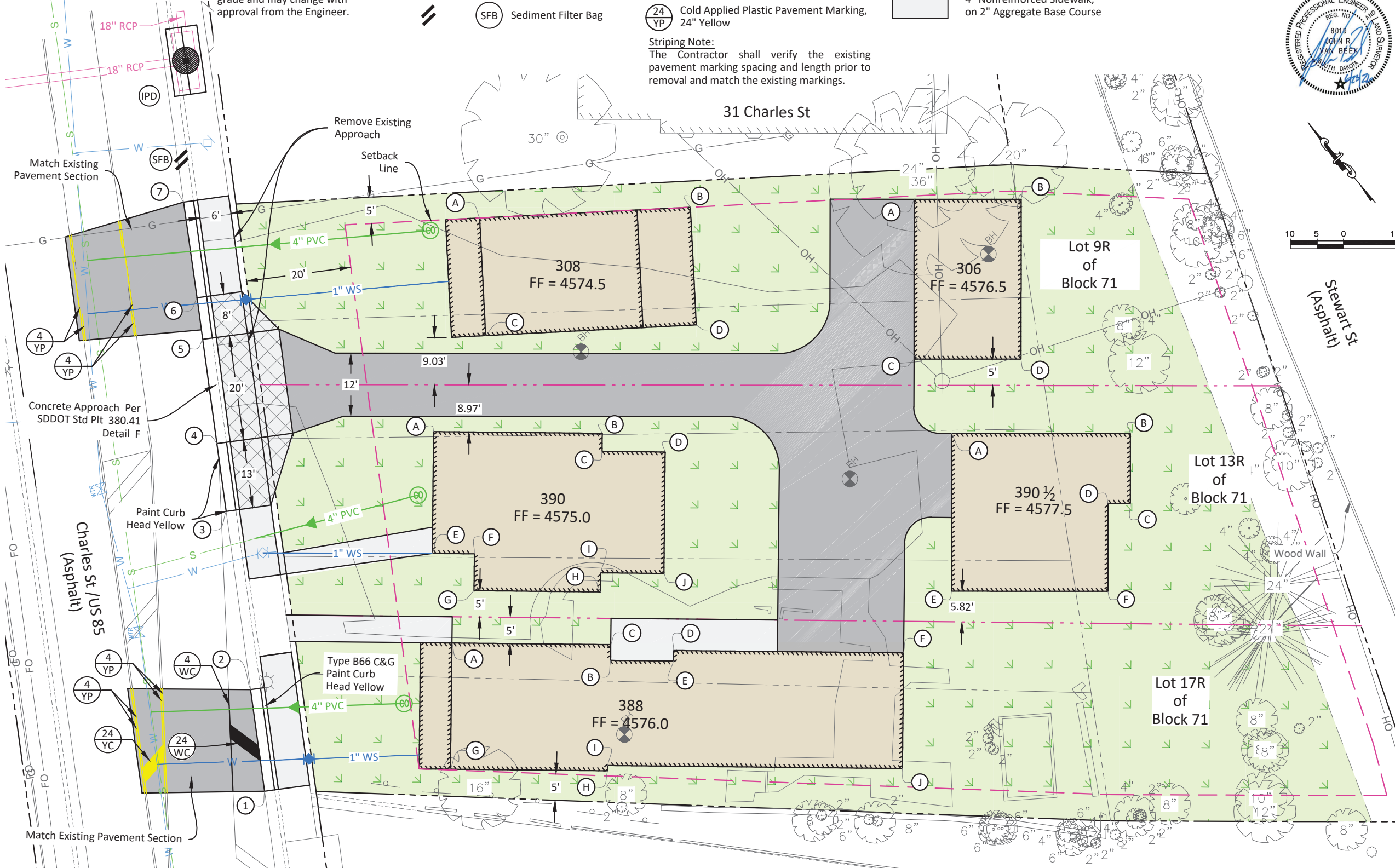
	306
A.	N = 218164.16 E = 994105.32
B.	N = 218149.86 E = 994119.78
C.	N = 218142.56 E = 994083.94
D.	N = 218128.25 E = 994098.39

Building Corner Locations

	390 1/2
A.	N = 218127.47 E = 994079.08
B.	N = 218103.55 E = 994103.24
C.	N = 218094.13 E = 994093.92
D.	N = 218097.12 E = 994090.90
E.	N = 218106.15 E = 994057.98
F.	N = 218085.22 E = 994079.12

Building Corner Locations

	308
A.	N = 218219.69 E = 994044.01
B.	N = 218192.99 E = 994073.95
C.	N = 218202.98 E = 994029.10
D.	N = 218176.27 E = 994059.04



Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



No.	Date	By	Revision Description

Optima, LLC

Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

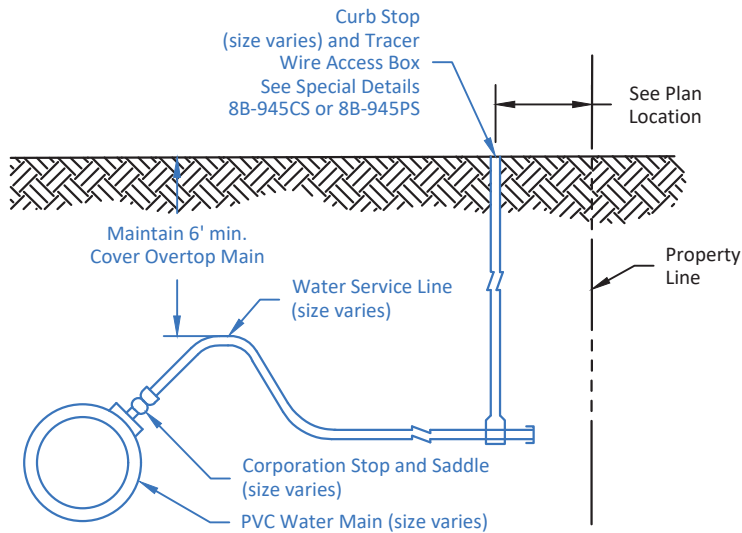
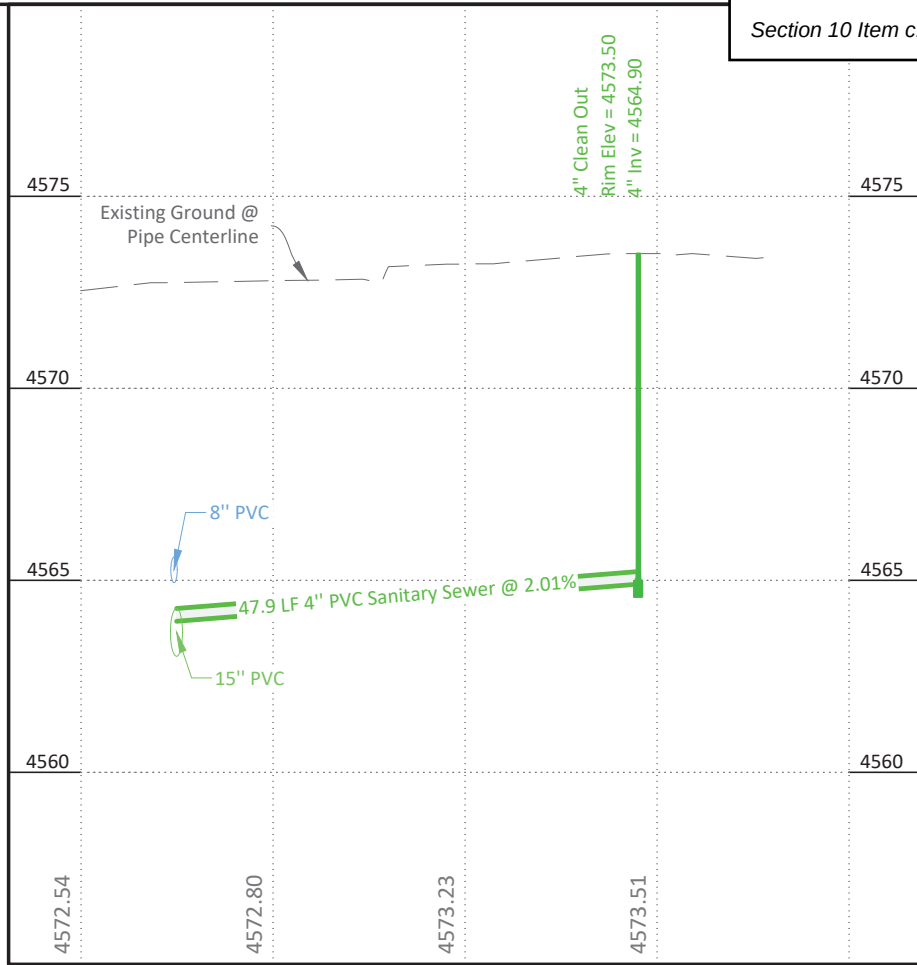
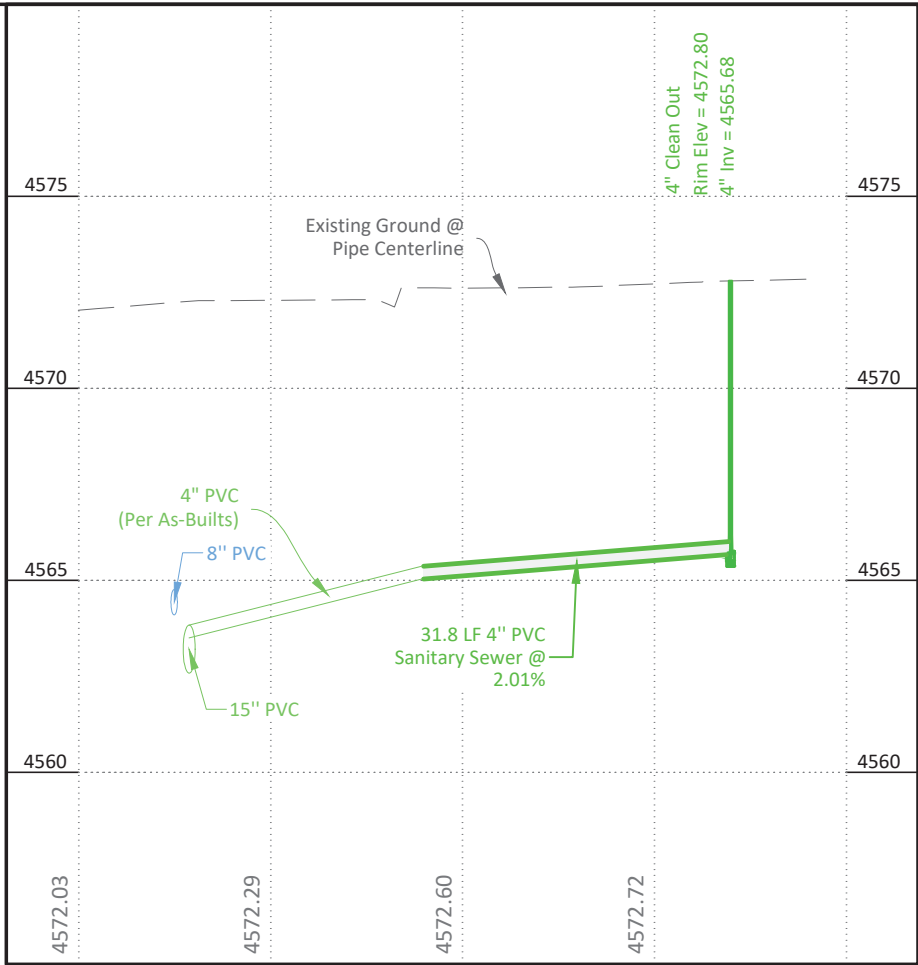
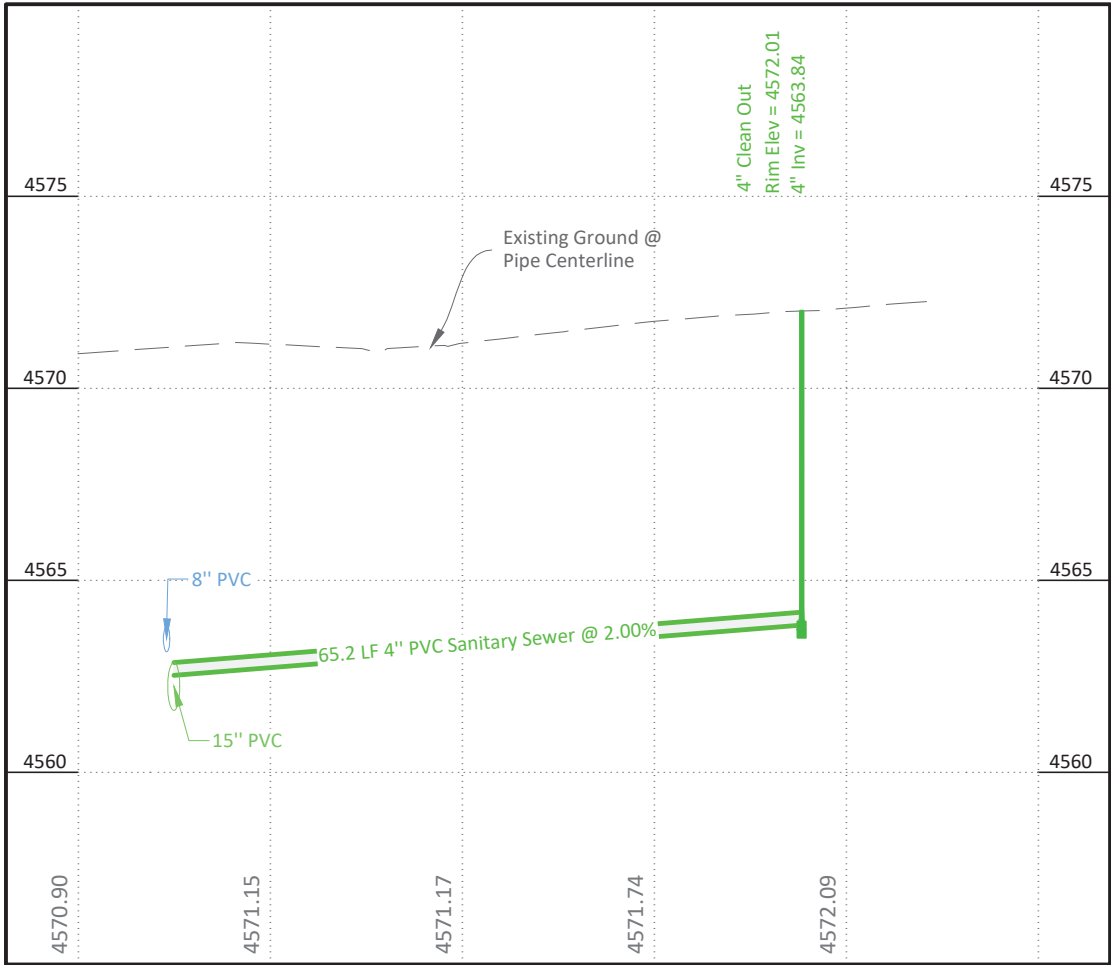
Site Layout

Sheet No.

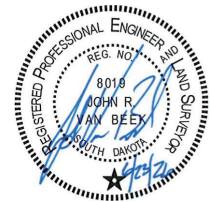
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FULL SIZE PLOT 11X17 COLOR



Typical Water Service Detail 4/7 N.T.S.



Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



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Optima, LLC

Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

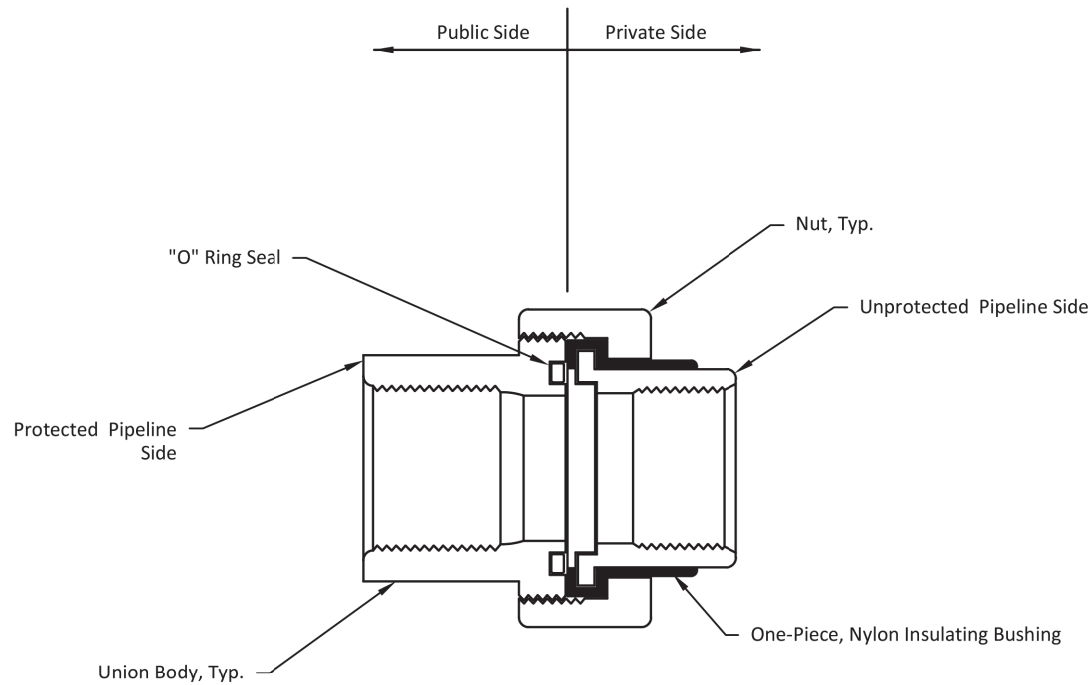
Sanitary Sewer Profiles

Sheet No.

181

FULL SIZE PLOT 11X17 COLOR

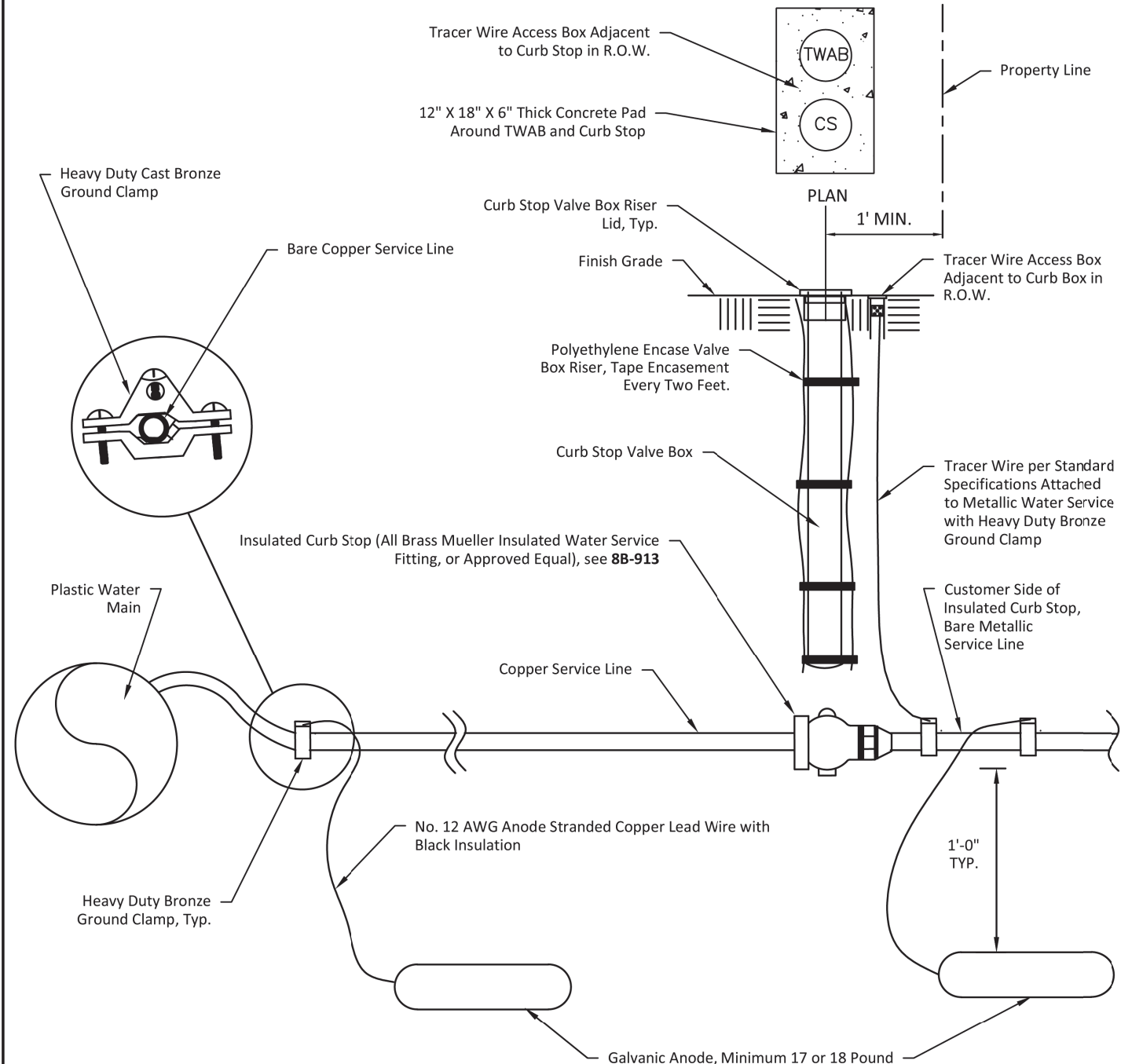
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6/23/2026



- Notes:
- "O" ring type insulating union shown. Other types (brass insulated curb ball valves, straight couplings, corporation ball valves, meter couplings, etc.) similar.
 - Insulating O-ring and nylon insulator bushing shall be molded and bonded to the union body by manufacturer.
 - Abovegrade iron pipe shall have galvanized or coated steel bodies. Unions in buried or corrosive areas shall be coated.
 - Copper service line insulators shall have brass union body with insulators formed and molded into brass body, Mueller or approved equal.
 - Stainless steel line insulators shall have stainless steel body with insulators formed and molded into stainless steel fitting body.

N.T.S.

CITY OF RAPID CITY		PUBLIC WORKS DEPARTMENT	
INSULATING UNIONS AND/OR COPPER SERVICE INSULATORS		DATE: 8-19-22	
		Sec. - Sht. 8B-913	



- Notes:
- Install galvanic anodes to copper service line on both sides of insulated curb stop with a minimum of one on water main side and one on customer side.
 - Install insulated curb stop to existing copper service line at customer service connection as shown on the drawings and specified in section 8B.

N.T.S.

CITY OF RAPID CITY		PUBLIC WORKS DEPARTMENT	
INSULATOR AND WIRE CONNECTIONS TO CUSTOMER METALLIC SERVICE LINES		DATE: 8-19-22	
		Sec. - Sht. 8B-945CS	

Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



No.	Date	By	Revision Description

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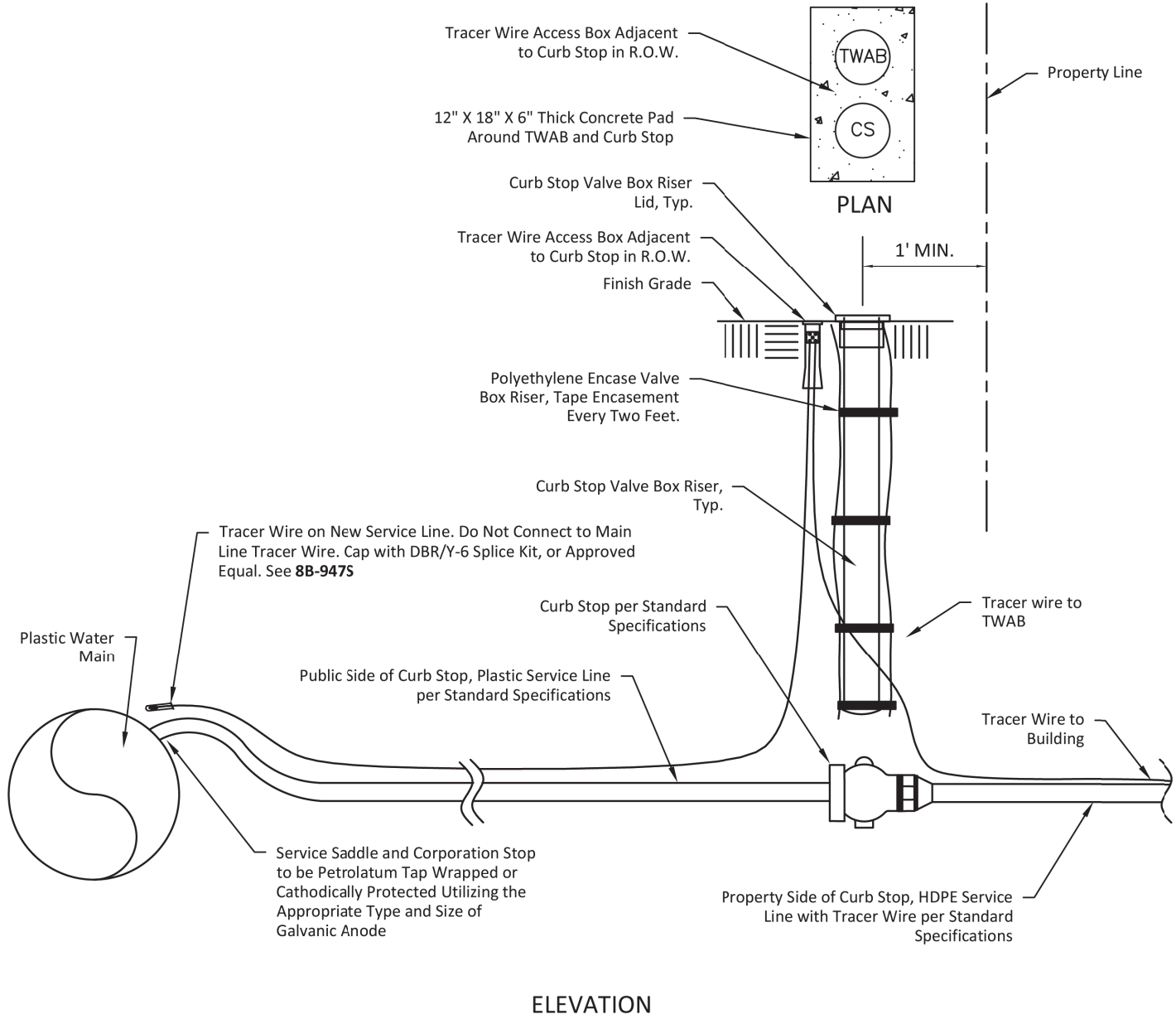
Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

Rapid City
Standard Details

Sheet No.

FULL SIZE PLOT 11X17 COLOR

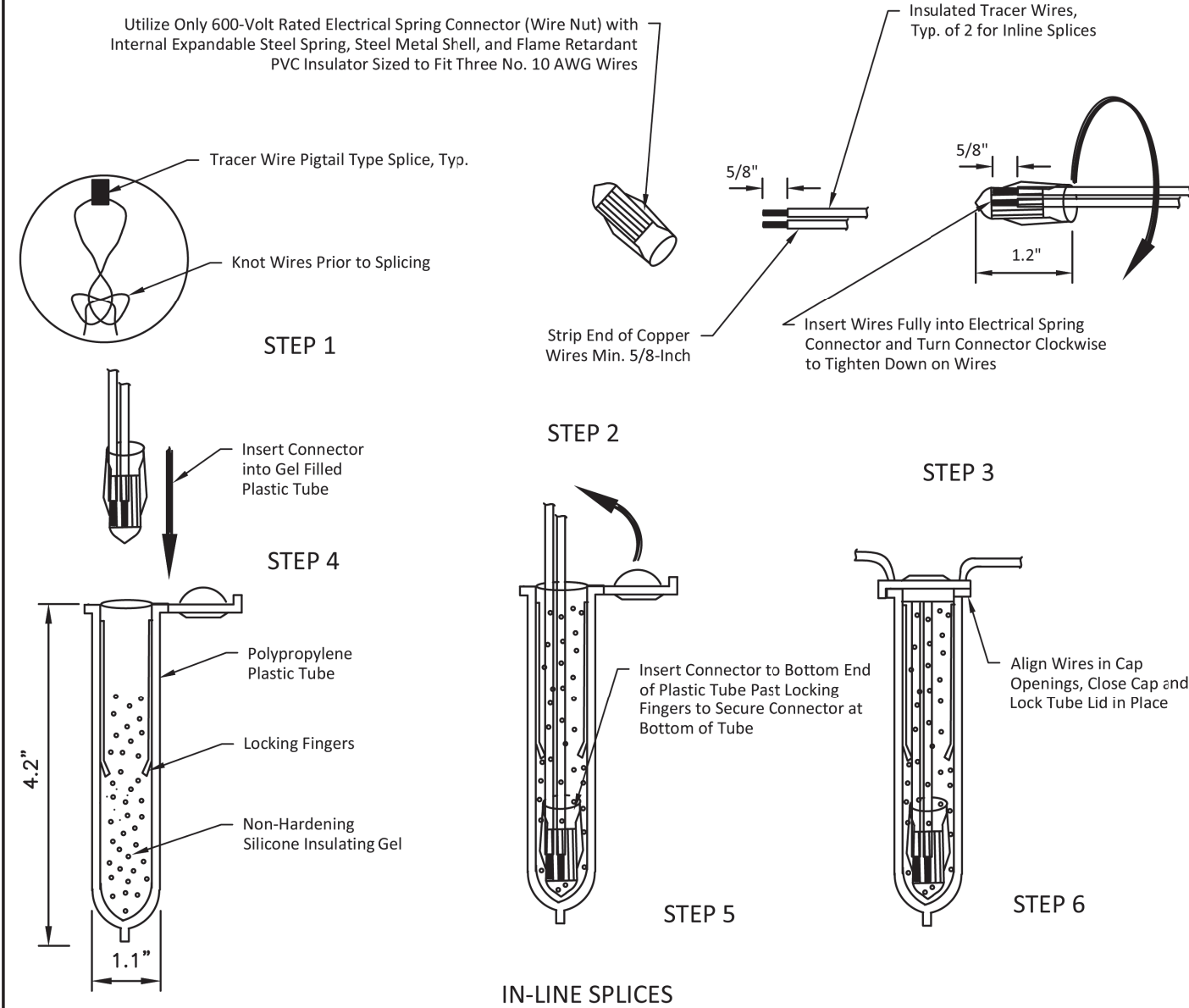
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6/23/2026



- Notes:**
- 1. Install tracer wire access box in a protected location at row line adjacent to curb stop box so as to not interfere with operation of curb stop. Terminate tracer wire in access box with min. 18" slack.
 - 2. Terminate tracer wire with an insulated splice kit and securely fastened to the plastic service line with tape as near as possible to the building foundation.
 - 3. This tracer wire installation detail shall be used on plastic service lines for residential or commercial services.

N.T.S.

CITY OF RAPID CITY		PUBLIC WORKS DEPARTMENT	
TRACER WIRE FOR CUSTOMER PLASTIC SERVICE LINE		DATE: 8-19-22	
		Sec. - Sht. 8B-945PS	



- Notes:**
- 1. Allowed for tracer wire type splices only. Tracer wire only required for non-metallic pipe type installations. Knot wires prior to making splice to minimize stress on splice.
 - 2. For copper wire splices only. Strip wires and make wire splice connection with electrical spring (wire nut) type connectors. Insert the connector into the gel filled tube to the end past the locking fingers to hold the connector securely in place, align wires and then shut and lock the insulator tube top lid cover into place. Complete splices and insulate in accordance with connector manufacturer's recommendations.
 - 3. Complete all splices only in the presence of the engineer.
 - 4. In-line splice locations shall be documented by the contractor in the red-line, as-constructed plans by station/offset or survey coordinates consistent with project horizontal datum. Location provided shall be within 0.5 feet of true location.

N.T.S.

CITY OF RAPID CITY		PUBLIC WORKS DEPARTMENT	
TRACER WIRE SPLICES		DATE: 8-19-22	
		Sec. - Sht. 8B-947S	

Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



No.	Date	By	Revision Description

Optima, LLC

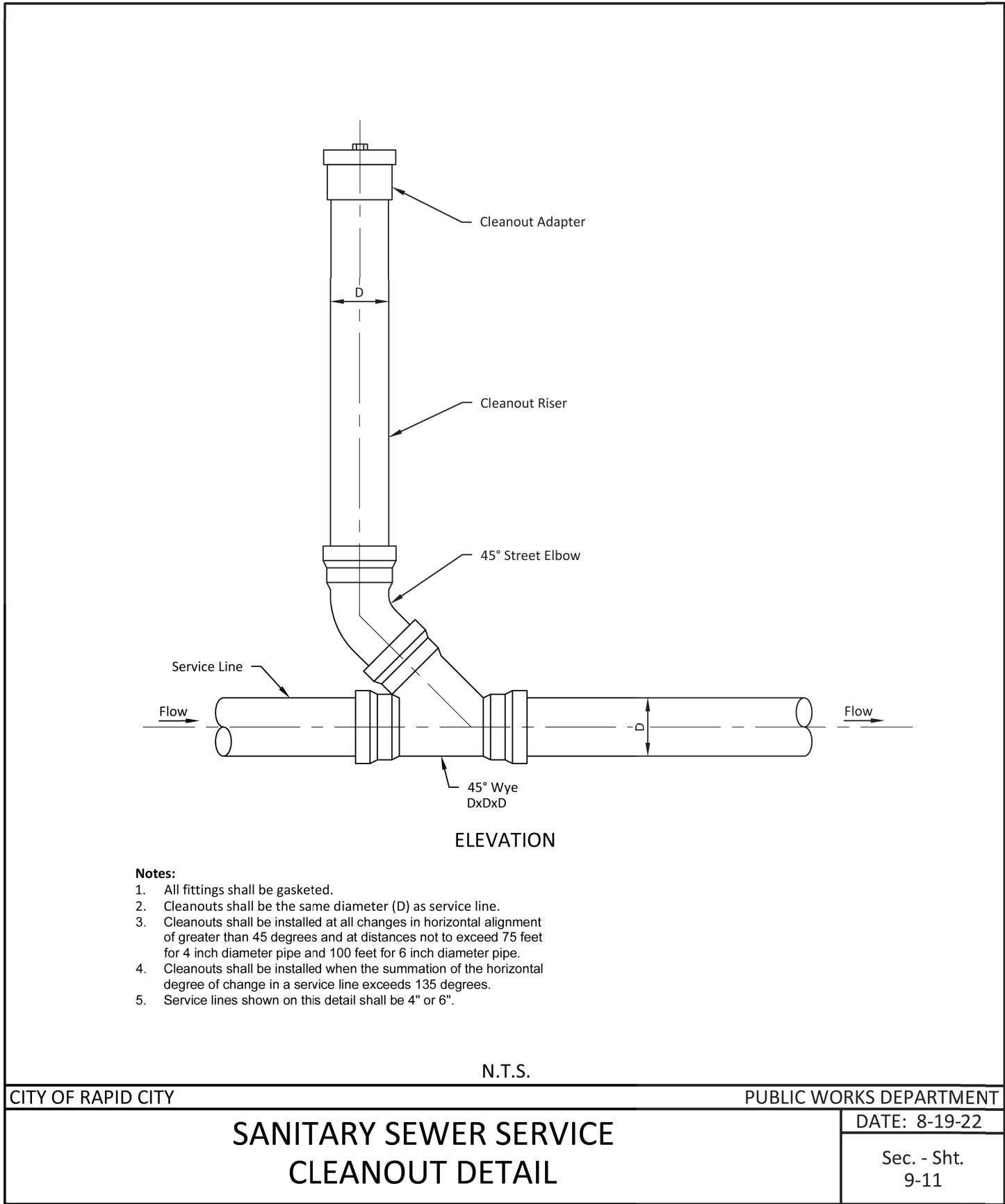
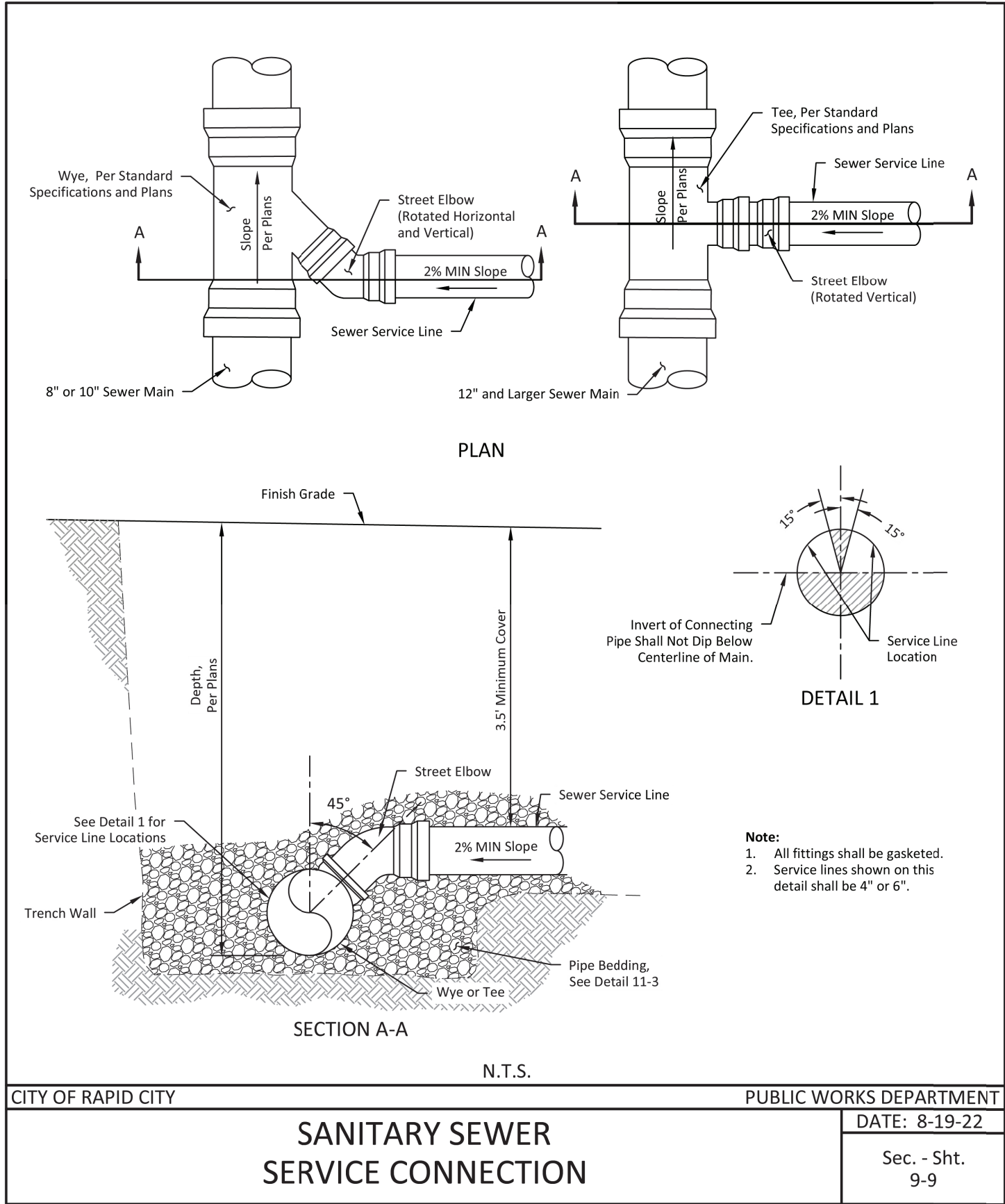
Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

Rapid City
Standard Details

Sheet No.

FULL SIZE PLOT 11X17 COLOR

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Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



No.	Date	By	Revision Description

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Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

Rapid City
Standard Details

Sheet No.

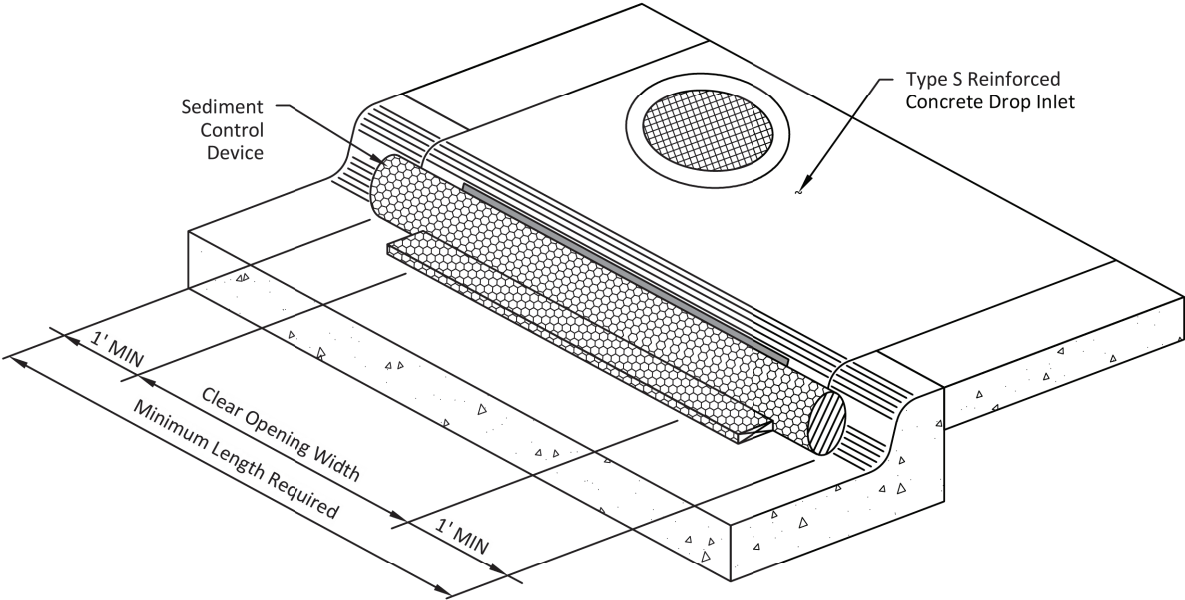
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Inlet Protection Device

IP



Sediment Control Device

Type S Reinforced Concrete Drop Inlet

1' MIN

Clear Opening Width

Minimum Length Required

1' MIN

ISOMETRIC VIEW

Notes:

- The type of sediment control device shown is for illustrative purposes only.
- The type of sediment control device used shall be one of the types as specified in the plans.
- The sediment control device shall be placed at the drop inlets according to the manufactures' installation instructions.
- The sediment control device shall be secured so that it remains in the inlet opening.
- The sediment control at inlet for Type S reinforced concrete drop inlet shall be placed at locations stated in the plans or at locations determined by the Engineer.
- The Contractor will maintain the sediment control device by removing the device, removing accumulated sediment, and resetting the device. The removed sediment will be placed at a location away from the drop inlet where the sediment will not be washed back into the drop inlet or other storm sewer system.

N.T.S.

CITY OF RAPID CITYPUBLIC WORKS DEPARTMENT

SEDIMENT CONTROL FOR TYPE S INLETS

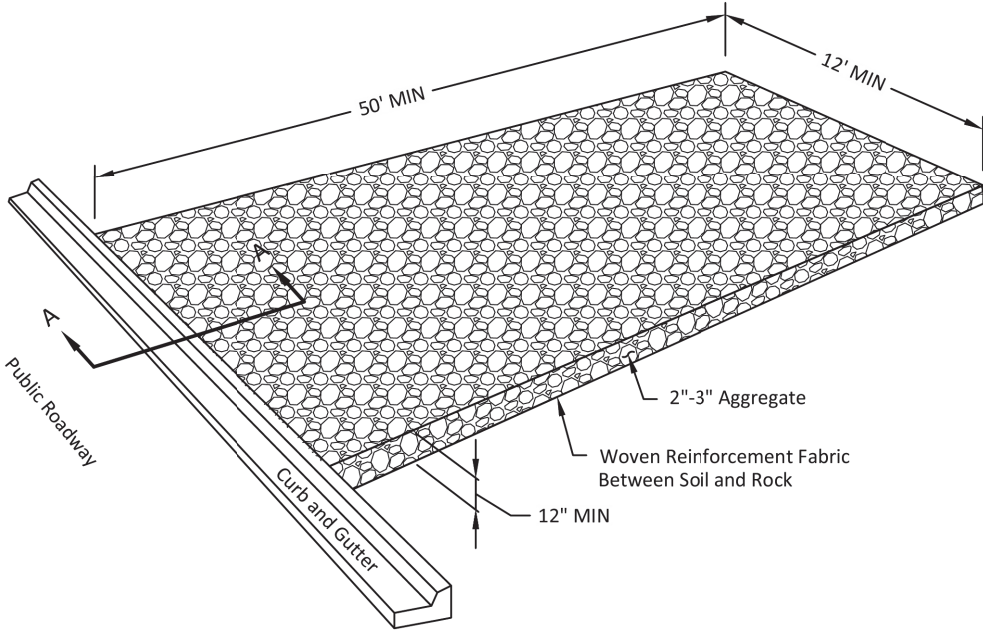
DATE: 8-19-22

Sec. - Sht. 18-7



Vehicle Tracking Control

VTC



50' MIN

12' MIN

2"-3" Aggregate

Woven Reinforcement Fabric Between Soil and Rock

12" MIN

Public Roadway

Curb and Gutter

SECTION A-A

Install Rock Flush with Top of Curb

2"-3" Aggregate

Woven Reinforcement Fabric

Compacted Subgrade

12" MIN

SECTION A-A

N.T.S.

Notes:

- All rock to be removed upon completion of construction.
- Sediment control measures shall be maintained at all times.
- Public roadway to be kept clean and free of mud, dirt and debris at all times.
- Woven reinforcement fabric shall comply with Section 18, per Standard Specifications.
- 2"-3" Aggregate shall be per Standard Specifications, Section 18.

CITY OF RAPID CITYPUBLIC WORKS DEPARTMENT

ROCK CONSTRUCTION ENTRANCE

DATE: 8-19-22

Sec. - Sht. 18-10

Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH

Avid4
ENGINEERING

No.	Date	By	Revision Description

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Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

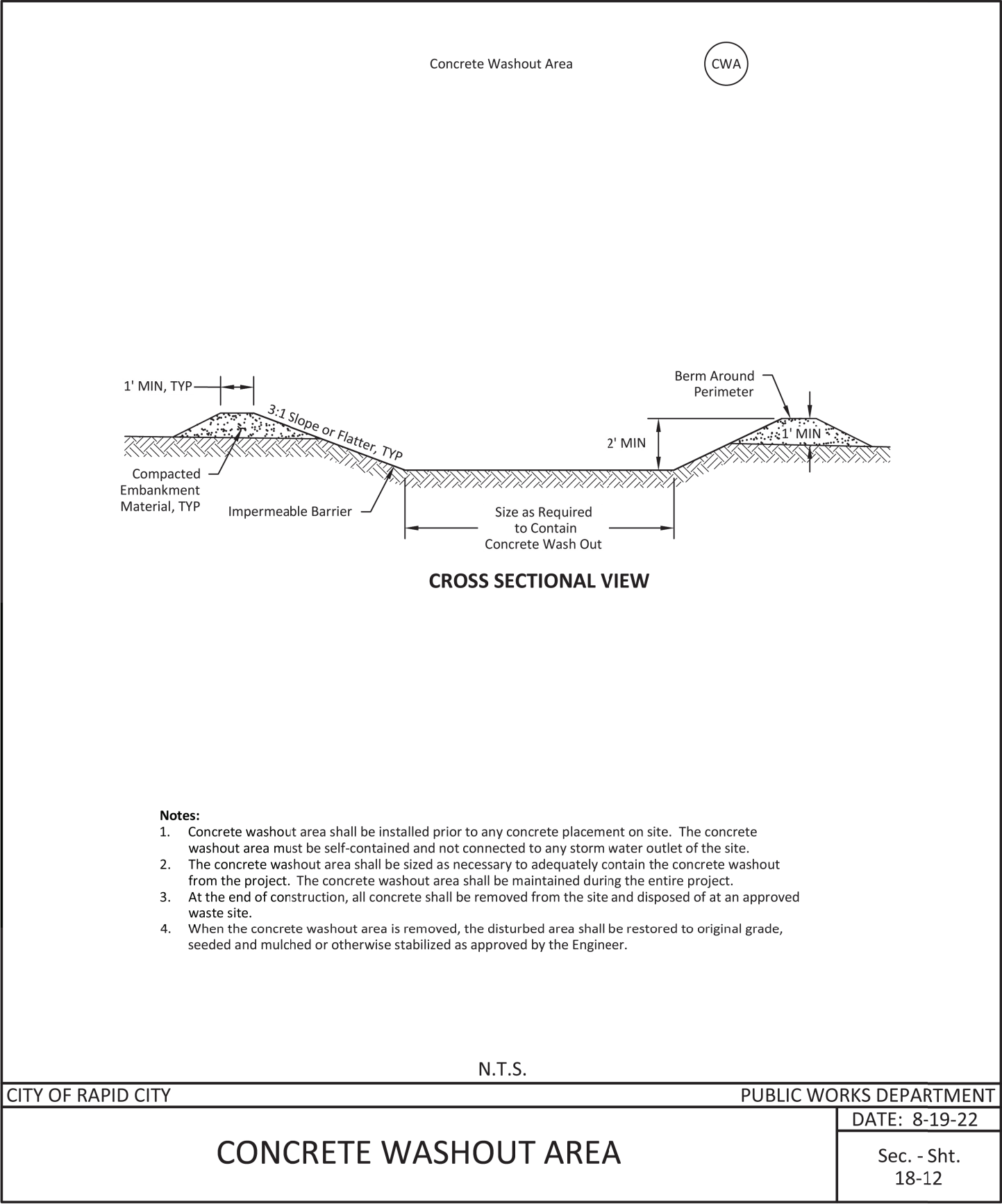
Rapid City
Standard Details

Sheet No.

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FULL SIZE PLOT 11X17 COLOR

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Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



No.	Date	By	Revision Description

Optima, LLC

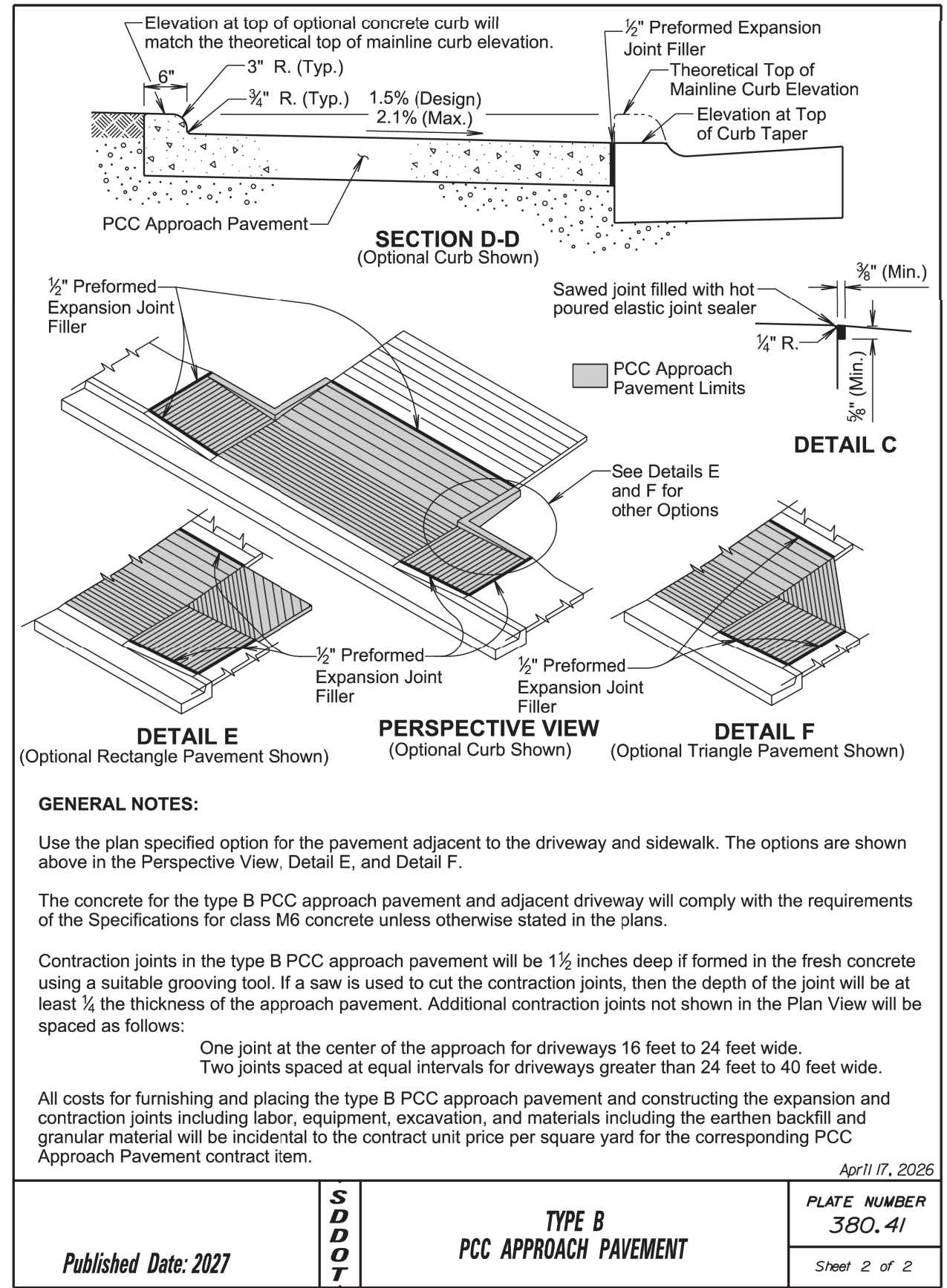
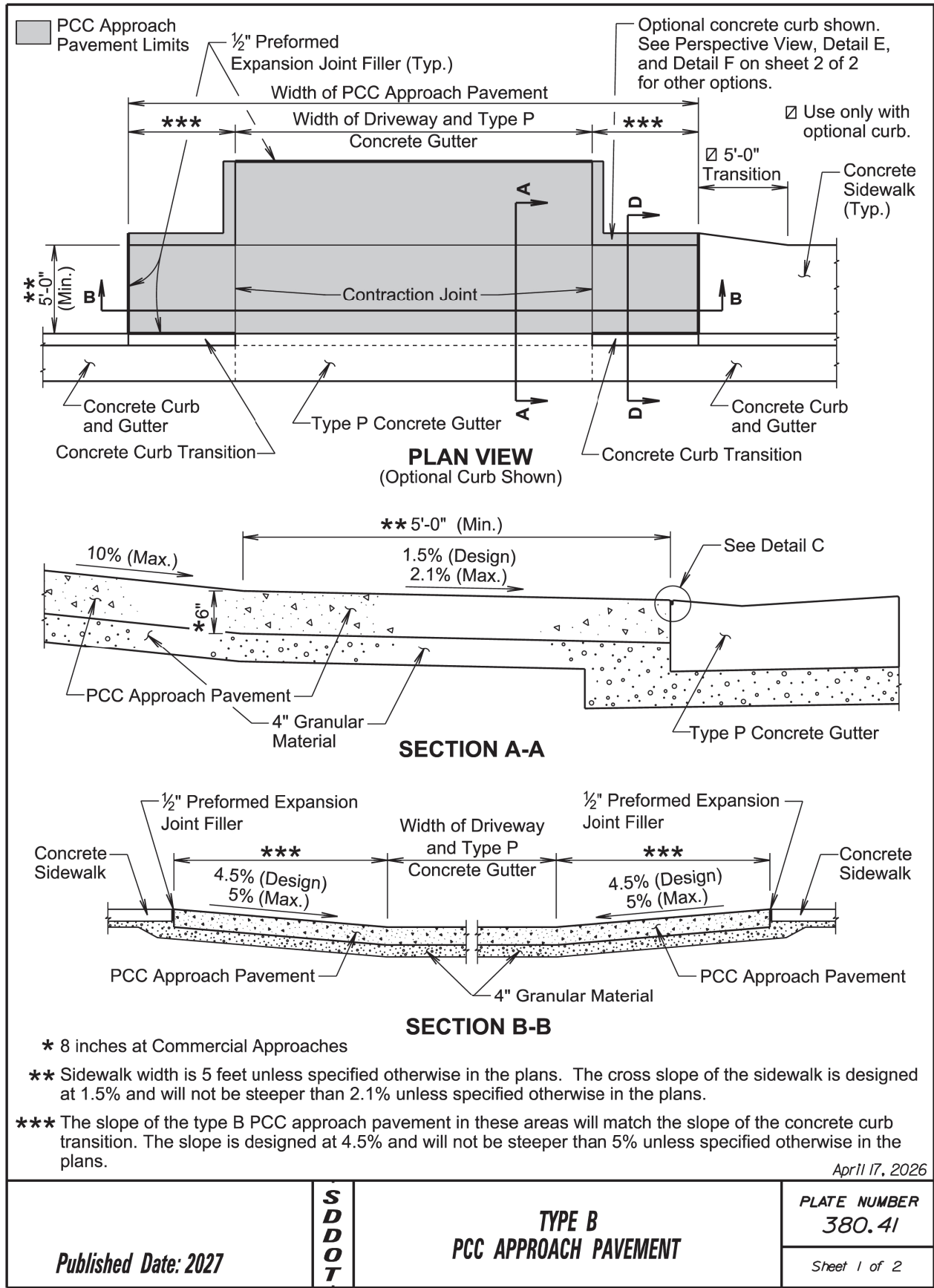
Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

Rapid City
Standard Details

Sheet No.

FULL SIZE PLOT 11X17 COLOR

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Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH

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ENGINEERING

No.	Date	By	Revision Description

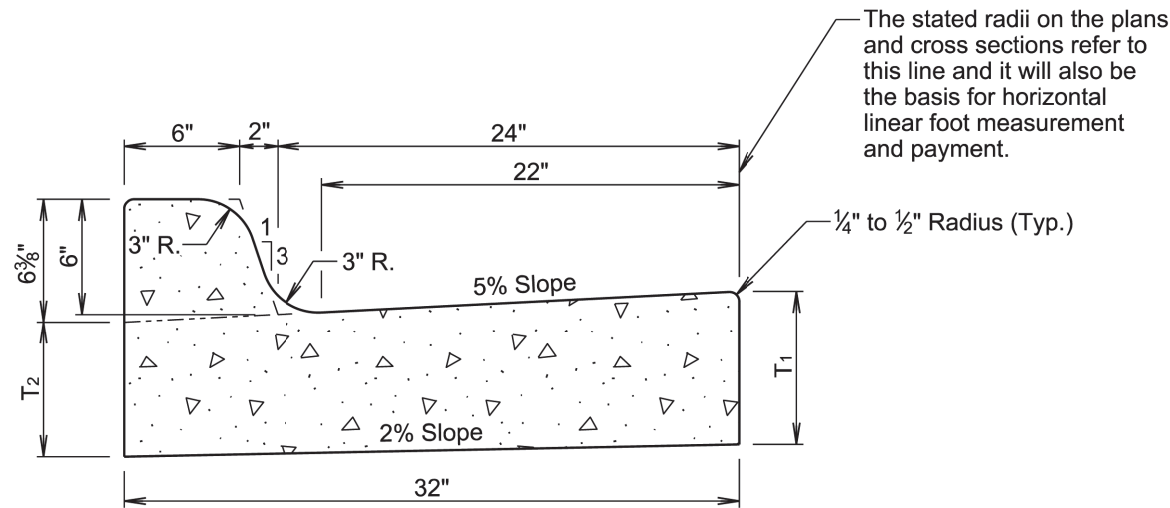
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Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

SDDOT Standard
Plates

Sheet No.

1 187



TYPE B CONCRETE CURB AND GUTTER				
Type	T ₁ (Inches)	T ₂ (Inches)	Cu. Yd. Per Lin. Ft.	Lin. Ft. Per Cu. Yd.
B66	6	5 1/16	0.057	17.7
B67	7	6 1/16	0.065	15.4
B68	8	7 1/16	0.073	13.7
B68.5	8.5	7 9/16	0.077	13.0
B69	9	8 1/16	0.081	12.3
B69.5	9.5	8 9/16	0.085	11.7
B610	10	9 1/16	0.090	11.2
B610.5	10.5	9 9/16	0.094	10.7
B611	11	10 1/16	0.098	10.2
B611.5	11.5	10 9/16	0.102	9.8
B612	12	11 1/16	0.106	9.4

GENERAL NOTES:

When concrete curb and gutter longitudinally adjoins new concrete pavement, the method of attachment will be by one of the methods shown on standard plate 380.21.

See standard plate 650.90 for expansion and contraction joints in the curb and gutter.

January 22, 2023

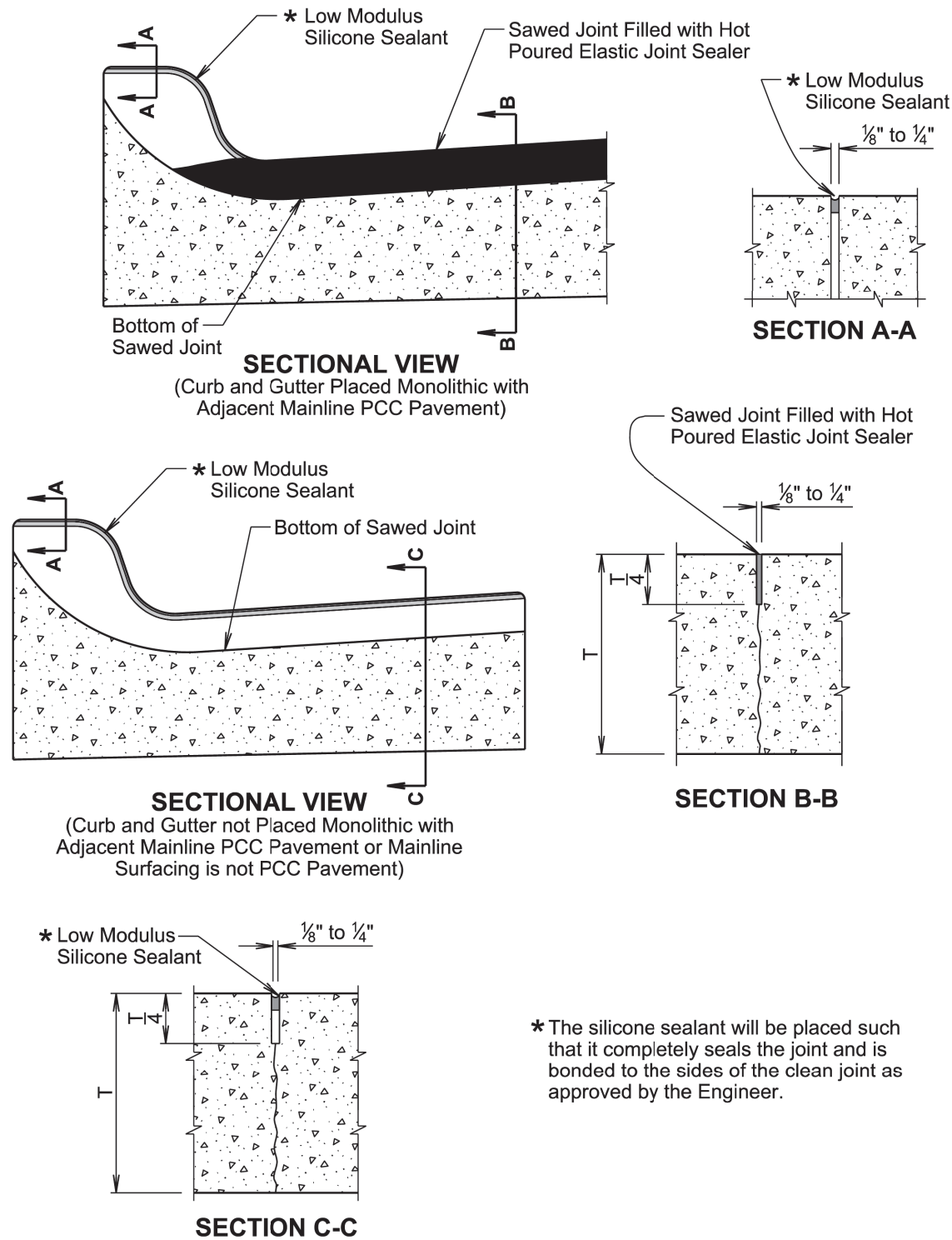
Published Date: 2027

S
D
D
O
T

TYPE B CONCRETE CURB AND GUTTER

PLATE NUMBER
650.01

Sheet 1 of 1



* The silicone sealant will be placed such that it completely seals the joint and is bonded to the sides of the clean joint as approved by the Engineer.

December 23, 2019

Published Date: 2027

S
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T

JOINTS IN CONCRETE CURB AND GUTTER

PLATE NUMBER
650.90

Sheet 1 of 2

FULL SIZE PLOT 11X17 COLOR

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6/23/2026

Posted Speed Prior to Work (M.P.H.)	Spacing of Advance Warning Signs (Feet) (A)	Taper Length (Feet) (L)	Spacing of Channelizing Devices (Feet) (G)
0 - 30	200	180	25
35 - 40	350	320	25
45	500	600	25
50	500	600	50
55	750	660	50
60 - 65	1000	780	50

Channelizing Device

END ROAD WORK G20-2

The channelizing devices will be drums or 42" cones if traffic control must remain overnight.

For short duration operations (1 hour or less) all channelizing devices may be eliminated if a vehicle with an activated flashing or revolving yellow light is used.

Worker signs (W21-1 or W21-1a) may be used instead of SHOULDER WORK signs.

A SHOULDER WORK sign should be placed on the left side of a divided or one-way roadway only if the left shoulder is affected.

The SHOULDER WORK sign on an intersecting roadway is not required if drivers emerging from that roadway will encounter another advance warning sign before they reach a work activity area.

WORK SPACE

SHOULDER WORK W21-5

ROAD WORK AHEAD W20-1

END ROAD WORK G20-2

Published Date: 2027

SDDOT

WORK ON SHOULDERS

PLATE NUMBER 634.03

Sheet 1 of 1

January 22, 2021

Posted Speed Prior to Work (M.P.H.)	Spacing of Advance Warning Signs (Feet) (A)	Spacing of Channelizing Devices (Feet) (G)
0 - 30	200	25
35 - 40	350	25
45	500	25
50	500	50
55	750	50
60 - 65	1000	50

Flagger

Channelizing Device

For low-volume traffic situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger may be used.

The ROAD WORK AHEAD and the END ROAD WORK signs may be omitted for short duration operations (1 hour or less).

For tack and/or flush seal operations, when flaggers are not being used, the FRESH OIL sign (W21-2) will be displayed in advance of the liquid asphalt areas.

Flashing warning lights and/or flags may be used to call attention to the advance warning signs.

The channelizing devices will be drums or 42" cones.

Channelizing devices are not required along the centerline adjacent to work area when pilot cars are utilized for escorting traffic through the work area.

Channelizing devices and flaggers will be used at intersecting roads to control intersecting road traffic as required.

The buffer space should be extended so that the two-way traffic taper is placed before a horizontal or vertical curve to provide adequate sight distance for the flagger and queue of stopped vehicles.

The length of A may be adjusted to fit field conditions.

Warning sign sequence in opposite direction same as below.

WORK SPACE

Buffer Space

100' (Max.)

One Lane Two-way Traffic Taper

ROAD END G20-2

ROAD WORK AHEAD W20-1

ONE LANE ROAD AHEAD W20-4

XXX FEET W16-2P (Optional)

W20-7

END ROAD WORK G20-2

Published Date: 2027

SDDOT

LANE CLOSURE WITH FLAGGER PROVIDED

PLATE NUMBER 634.23

Sheet 1 of 1

January 22, 2021

Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



No.	Date	By	Revision Description

Optima, LLC

Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

SDDOT Standard
Plates

Sheet No.



- * The silicone sealant will be placed such that it completely seals the joint and is bonded to the sides of the clean joint as approved by the Engineer.

For illustrative reason, only the type B curb and gutter is shown.

At each junction between the radius return of curb and gutter, and curb and gutter which is parallel to the project centerline.

At each junction between new curb and gutter and existing curb and gutter.

When concrete curb and gutter is not placed monolithically with the mainline PCC pavement or when the adjacent mainline surfacing is not PCC concrete, the transverse contraction joints in the concrete curb and gutter will be 1½ inches deep if formed in the fresh concrete using a suitable grooving tool. If a saw is used to cut the contraction joints, then the depth of the joint will be at least ¼ the thickness of the concrete and the joint will be sealed in accordance with the details shown above.

December 23, 2019

Published Date: 2027	S D D O T	JOINTS IN CONCRETE CURB AND GUTTER	PLATE NUMBER 650.90
			Sheet 2 of 2

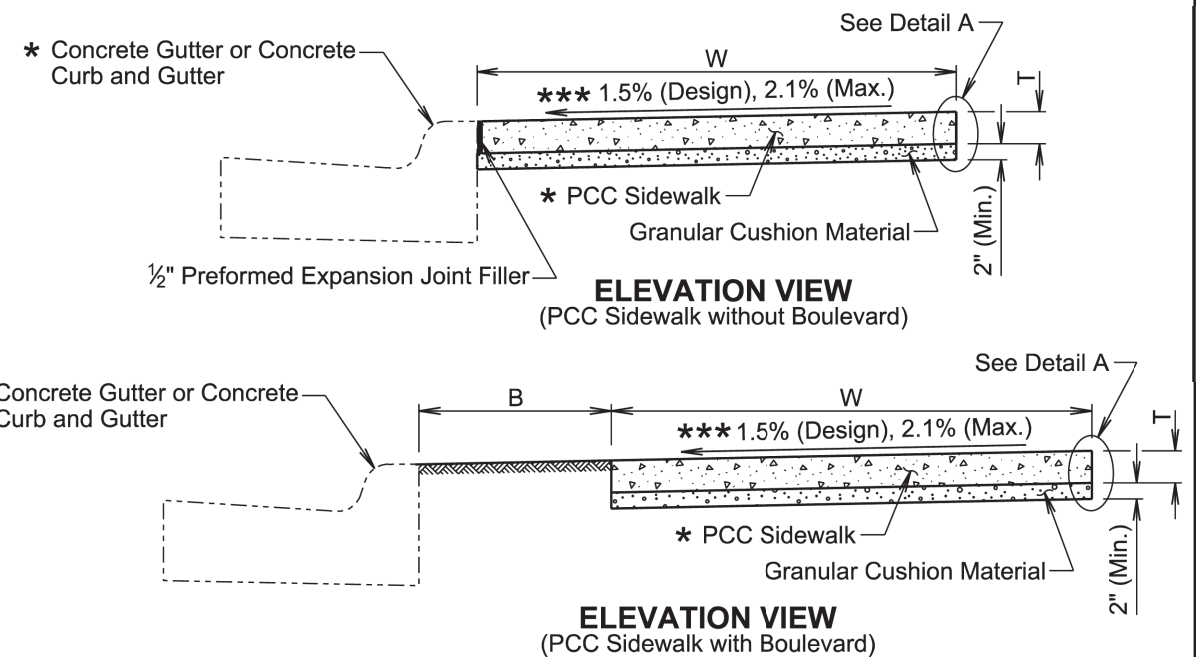
No.	Date	By	Revision Description

Optima, LLC

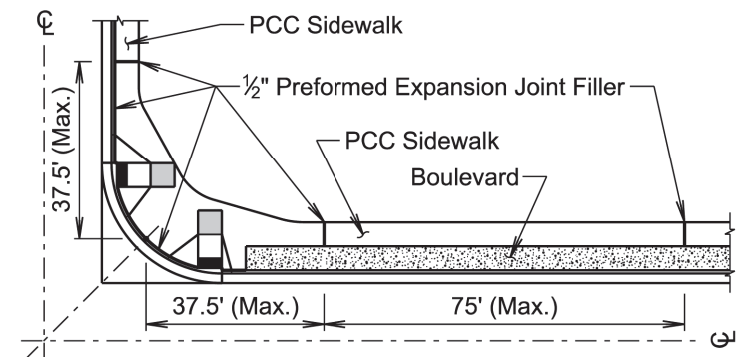
SDDOT Standard
Plates

Sheet No. |

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- B Width of boulevard as specified in the plans.
- T Thickness of PCC sidewalk as specified in the plans.
- W Width of PCC sidewalk as specified in the plans.
- * Type as specified in the plans.



PLAN VIEW

The PCC sidewalk will be constructed in accordance with Section 651 of the Specifications.

*** The cross slope of the sidewalk is designed at 1.5% and the maximum slope allowed is 2.1% unless specified otherwise in the plans.

The maximum length between expansion joints in the PCC sidewalk is 75 feet.

PCC sidewalk placed adjacent to intersection of roadways will have an expansion joint placed transversely a maximum of 37.5 feet from the intersection. See Plan View.

An expansion joint in the PCC sidewalk will consist of a ½ -inch thick preformed expansion joint filler material placed full depth and width of the PCC sidewalk.

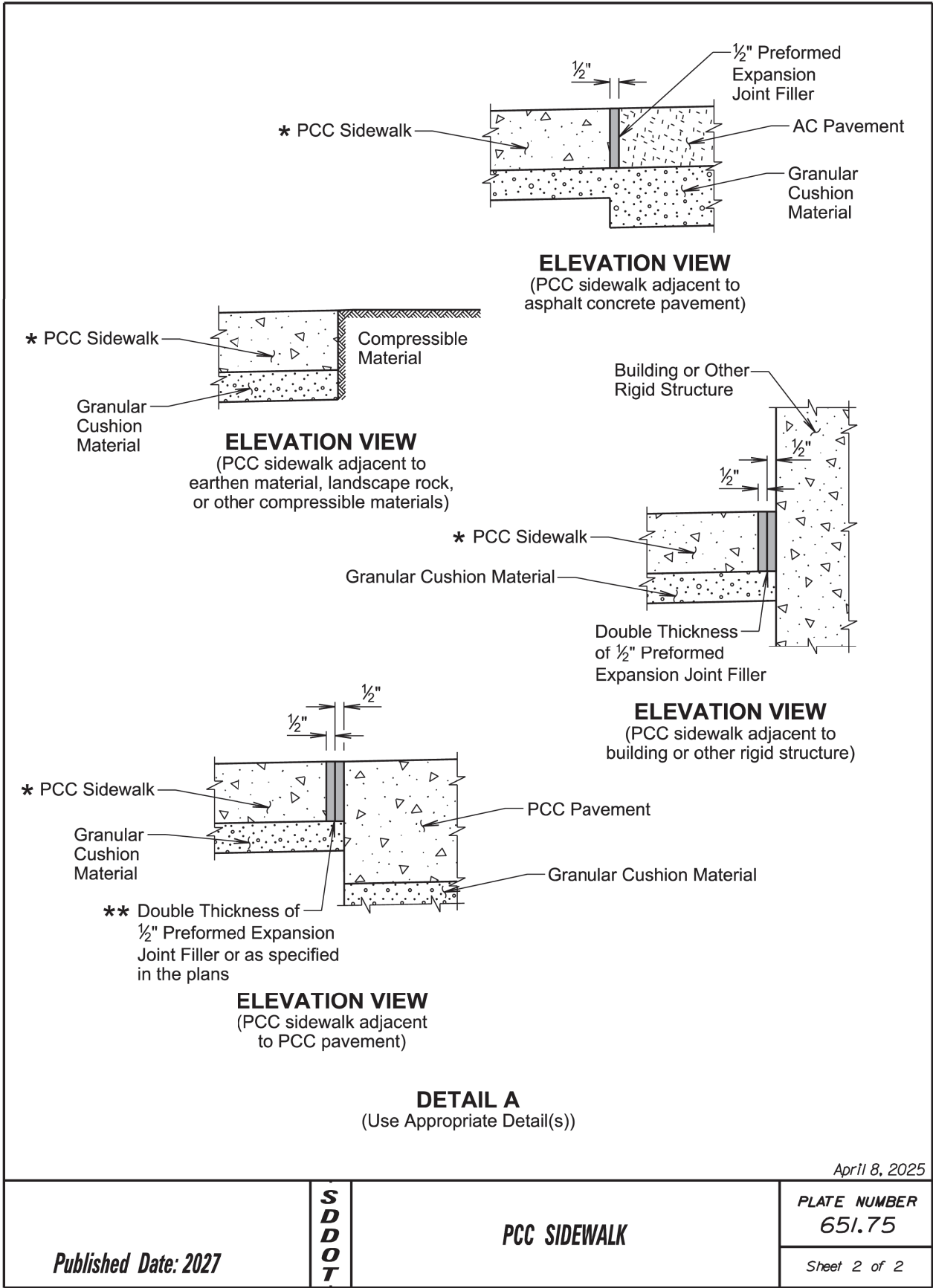
**** Large areas of PCC pavement adjacent to the PCC sidewalk may require a different joint treatment than shown in the detail. If a different joint detail is necessary, plans will contain the joint detail and the Contractor will construct the joint treatment in accordance with the plans.**

April 8, 2025

<i>Published Date: 2027</i>	S D D O T	PCC SIDEWALK	PLATE NUMBER 651.75
			<i>Sheet 1 of 2</i>

FULL SIZE PLOT 11X17 COLOR

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6/23/2026



Consulting Firm:
Consultant Project No: J25-149
Designed By: JRV
Drawn By: IMM, BDH



No.	Date	By	Revision Description

Optima, LLC

Relocation of Historic Resources
from Lower Main Street to Charles Street
Deadwood, South Dakota

SDDOT Standard
Plates

Sheet No.



Aerial photo of vacant lots on Charles Street



DEVELOPER'S AGREEMENT

by and between Optima LLC, the City of Deadwood, and the Deadwood Historic Preservation Commission regarding relocation of historic resources from Lower Main Street to parcels near Deadwood Community Hospital

This Developer's Agreement ("Agreement") is entered into by and between **Optima LLC** ("Developer"), the **City of Deadwood, South Dakota** ("City"), and the **Deadwood Historic Preservation Commission** ("HPC"). The parties enter into this Agreement to establish the terms and conditions under which Developer will relocate four contributing historic resources and one non-contributing resource from Lower Main Street in Deadwood to one or more parcels located near Deadwood Community Hospital, together with all related site development, preservation, zoning, and long-term use restrictions.

Recitals

WHEREAS, the Developer proposes to move four structures identified as contributing resources within the Deadwood historic context and one structure identified as a non-contributing resource from Lower Main Street to parcels near Deadwood Community Hospital; and

WHEREAS, the City and HPC desire to ensure that the relocation, site development, preservation treatment, and future use of such properties are completed in a manner consistent with applicable ordinances, zoning requirements, historic preservation standards, and the public interest; and

WHEREAS, the parties wish to set forth the required approvals, improvements, restrictions, and assurances that shall apply to the project before, during, and after relocation of the structures.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Project Description

The project subject to this Agreement includes: (a) the relocation of four contributing resources and one non-contributing resource from Lower Main Street to one or more receiving parcels located near Deadwood Community Hospital; (b) preparation of the receiving parcels for placement of the relocated structures; (c) construction of all required site, access, utility, drainage, and landscape improvements; (d) rezoning of the receiving parcels to R1-Residential zoning; and (e) imposition of preservation covenants

and deed restrictions to ensure long-term residential and preservation-compliant use of the relocated resources and associated parcels.

2. Relocation of Resources

Developer shall be solely responsible for coordinating, financing, and completing the physical move of the five identified resources. All relocation work shall be performed by qualified contractors and in compliance with all permits, approvals, and conditions imposed by the City, HPC, and any other governmental authority having jurisdiction. Prior to movement of any structure, Developer shall provide a relocation schedule, route plan, temporary protection measures, and evidence that the receiving parcels will be capable of accommodating the structures in accordance with the approved site and preservation plans.

3. Archaeological Survey and Monitoring

Before any ground disturbance occurs on the receiving parcels or within areas affected by associated infrastructure improvements, Developer shall obtain and submit an archaeological survey prepared by a qualified professional acceptable to the City and HPC. Developer shall also provide for archaeological monitoring during excavation, grading, utility installation, foundation work, driveway construction, sidewalk installation, and any other subsurface disturbance as may be required by the City or HPC. If archaeological materials, features, or human remains are encountered, work in the affected area shall cease immediately and Developer shall comply with all applicable notice, protection, and treatment requirements before work resumes.

4. Final Site Plan

Developer shall prepare and submit a final site plan for review and approval by the City and HPC before issuance of any final authorization to proceed with relocation or site development. The final site plan shall show the location and orientation of each relocated structure, finished grades, foundation locations, setbacks, drainage patterns, utilities, parking or staging if any, landscape areas, sidewalks, driveway alignments, curbcuts, approaches, and all other site improvements required by this Agreement or applicable ordinances. No material deviation from the approved final site plan shall occur without prior written approval from the City and HPC.

5. Platting of Parcels and Access Easements

Developer shall be responsible for completing all subdivision, replatting, parcel configuration, and survey work necessary to create legally compliant receiving parcels for the relocated resources. Developer shall also prepare, obtain approval for, and record all necessary ingress, egress, utility, drainage and shared access easements

including any maintenance agreements needed to serve the parcels and improvements contemplated by this Agreement. No building placement or occupancy shall occur until all required plats and easements have been approved and recorded.

6. Performance Bond or Financial Security

As security for faithful performance of all obligations under this Agreement, Developer shall provide a bond, letter of credit or escrow to the City in an amount sufficient to guarantee completion of the relocation, site improvements, infrastructure, landscaping, and other required project components. The form, amount, duration, and release conditions of such financial security shall be mutually agreed upon and approved by the City. The City may draw upon the security, after notice and opportunity to cure as provided herein, to complete or cause completion of any unfinished or nonconforming work required by this Agreement.

7. Landscape Plans

Developer shall prepare and submit landscape plans for approval by the City and HPC. The landscape plans shall address grading transitions, screening where appropriate, planting areas, species or material selection, ground treatment, irrigation if proposed, and the relationship of landscaping to the historic setting of the relocated structures. All landscaping shall be installed in accordance with the approved plans, maintained in healthy condition, and replaced as necessary to preserve the intended appearance and function of the site.

8. Shared Driveway, Sidewalks, Curbcuts, and Approaches

Developer shall construct a shared paved or concrete driveway serving the receiving parcels, together with all sidewalks, curbcuts, street approaches, and related pedestrian and vehicular access improvements required by the City. The design, width, location, grades, drainage, and materials for such improvements shall be shown on the final site plan and shall comply with City engineering, public works, and safety requirements. Any shared driveway or access facility serving more than one parcel shall be supported by recorded cross-access easements and maintenance agreements in a form acceptable to the South Dakota Department of Transportation and the City.

9. Rezoning to R1-Residential

Developer acknowledges that the receiving parcels shall be rezoned to **R1-Residential** zoning and that the project is conditioned upon approval and completion of such rezoning in accordance with applicable law. Developer shall cooperate with the City in preparing applications, supporting materials, and any additional information reasonably required for the rezoning process. If rezoning is denied or materially conditioned in a

manner that defeats the essential purpose of this Agreement, the parties shall confer regarding amendment, suspension, or termination of this Agreement.

10. Preservation Covenants

As a condition of this Agreement and the approvals contemplated hereby, Developer shall execute and record preservation covenants, in form acceptable to the City and HPC, against all parcels and relocated structures included in the project. The preservation covenants shall run with the land and shall require ongoing maintenance, prohibit demolition absent lawful approval, require compliance with applicable Historic Preservation Commission review procedures, and preserve the historic character-defining features of the contributing resources to the maximum extent required by applicable standards and approvals.

11. Deed Restrictions

Developer shall record deed restrictions, in form acceptable to the City and HPC, against all affected parcels and structures providing that the properties shall not be used for commercial purposes or short-term rental use. Such deed restrictions shall run with the land and be binding upon Developer and all successors, assigns, owners, and occupants. The restrictions may allow only those residential, accessory, and preservation-related uses expressly approved by the City and permitted under applicable zoning and recorded covenants.

12. Compliance with Approvals and Laws

Developer shall comply with all conditions of approval issued by the City, HPC, planning and zoning authorities, building officials, public works officials, and any other agency with jurisdiction over the project. Nothing in this Agreement shall be construed to waive the requirement that Developer obtain all permits, certificates, and approvals otherwise required by law. In the event of any inconsistency between this Agreement and a later-issued condition of governmental approval, the more restrictive requirement shall control unless the City expressly determines otherwise in writing.

13. Default and Remedies

If Developer fails to perform any obligation under this Agreement, the City may provide written notice specifying the default and a reasonable opportunity to cure, except in the event of an emergency or immediate threat to public safety or historic resources. If Developer fails to timely cure, the City and HPC may pursue any remedy available at law or in equity, including suspension of approvals, withholding of permits, drawing upon financial security, injunctive relief, or enforcement of recorded covenants and deed restrictions. Remedies shall be cumulative and not exclusive.

14. Miscellaneous

This Agreement may be amended only by a written instrument executed by the parties. If any provision of this Agreement is held invalid, the remaining provisions shall continue in full force and effect. This Agreement shall be governed by the laws of the State of South Dakota. This Agreement shall become effective upon execution by all parties. The individuals signing below represent that they are duly authorized to bind the respective party on whose behalf they sign.

Signatures

OPTIMA LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF DEADWOOD

By: _____

Name: _____

Title: _____

Date: _____

DEADWOOD HISTORIC PRESERVATION COMMISSION

By: _____

Name: _____

Title: _____

Date: _____



INLAND TRUCK PARTS & SERVICE

'An Employee Owned Company'

1950 Dyess Ave
RAPID CITY, SD 57701
(605) 348-4344

Section 10 Item d.

ESTIMATE

SO #

Date 07/20/2026

Writer Andy Gay

Page 1 of 3

Invnt:Cust 14:14 Cust acct# 010132 Cust PO#

Sold to: City Of Deadwood Trolley Dept
102 Sherman Street

Ship to: City of Deadwood Trolley Department
62 Dunlop Avenue
DEADWOOD, SD 57732

Deadwood, SD 57732-1309

Contact	Payment terms	Due on the 10th	Ship via	None Specified46
Contact phone	Primary phone			Prepay and Add
Vehicle info:	Year/Make/Model	2021 / OTHER / Villager	Cust Unit #	#2
	VIN/Short VIN	1F66F5DN7M0A05698 / M0A05698	Miles/Hours	0 / 0
Repair Order no.	RO - RO-0359236	Operation #	1	
Condition	Engine has a knocking noise			
Correction	Pulled the unit into the shop. Could hear a knocking noise coming from the engine under light acceleration. Removed the oil pan and found numerous pieces of lifter and a lot of pieces of the roller part of the lifter in it. Removed the front bumper assembly. Unhooked A/C lines, radiator hoses, main power distribution box and removed whole assembly. Removed alternator, power steering pump and A/C compressor. Removed fuel lines and main wiring harness. Removed exhaust pipes and manifolds. Remove heater and intake hoses. Had to remove transmission mount and crossmember and remove the transmission. Removed engine the assembly. Swap motor mounts onto new engine. Install 8 new coil packs onto the engine, it came with new spark plugs. Swapped the intake manifold and installed new intake gaskets. Swap flywheel and bellhousing mid plate onto new engine. Install engine assembly into truck. Install bellhousing bolts, torque convertor bolts and starter. Install exhaust manifolds, gaskets. Install alternator, power steering pump, A/C compressor, belt tensioner and belt. Hook up fuel lines, main wiring harness and heater hoses. Install new thermostat crossover tube. Installed the exhaust with new studs & nuts. Install radiator, A/C condenser, main distribution assembly. Hookup radiator and A/C hoses. Fill coolant system with 4 gals of antifreeze. Install bumper assembly. Engine came full of oil and had a new oil filter on it. Recharged A/C system. Started engine. Ran engine for 30 mins to do initial break in. Test drove truck. Engine runs good. Double checked all fluids 8 new coil packs were asked to be put on this estimate in case they need to be replaced. If they are good then we won't replace them.			

Part number	Description	Ord	Del	List Price	Unit price	Ext. price
125_PART	FORD TRUCK PARTS	1	1	0.00	9,588.67	9,588.67
7.3 engine						
Core exchange						
NAP_699030	SPARK PLUG WIRE SET	1	1	333.92	144.63	144.63
GRX_BARSRED505055	BARSOL RED 50/50	4	4	29.43	12.58	50.32
263_PART_NC	MISC PART - NO CORE	1	1	0.00	300.00	300.00
Exhaust manifold bolts,gasket & collector gaskets						
263_PART_NC	MISC PART - NO CORE	8	8	0.00	383.65	3,069.20



**INLAND TRUCK
PARTS & SERVICE**
'An Employee Owned Company'

1950 Dyess Ave
RAPID CITY, SD 57701
(605) 348-4344

Invt:Cust 14:14 **Cust acct#** 010132 **Cust PO#**

Section 10 Item d.

ESTIMATE

SO #
Date 07/20/2026
Writer Andy Gay
Page 2 of 3

Coil packs	
Labor	10,000.00
Shop supplies	300.00

Received by _____

See warranties on final page

Total merchandise	13,452.82
Total cores	0.00
Total labor	10,000.00
Tax amount	0.00
Invoice total	\$23,452.82

TERMS AND CONDITIONS

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

LIMITED WARRANTY

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

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

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

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

ENTIRETY OF AGREEMENT

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

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



MEMORANDUM

To: Mayor and City Commission

From: Lornie Stalder, Public Works Director

Date: July 31, 2026

Subject: Deadwood Public Library Sandstone Restoration Project

The Deadwood Public Library is one of the City's most significant historic landmarks and a lasting symbol of our community's commitment to education and preservation. Construction of the library began in 1904 following philanthropist **Andrew Carnegie's** \$15,000 donation in 1903. Since its dedication in 1905, the Carnegie Library has served the residents of Deadwood and Lawrence County while standing as an important piece of our architectural and cultural heritage.

After more than 120 years of exposure to South Dakota's harsh weather conditions, several of the library's original sandstone features have deteriorated and now require restoration. The affected elements include the **sandstone entry steps, sandstone foundation, sandstone fence, and capstones**. If these repairs are delayed, continued deterioration could result in additional structural damage, increased restoration costs, and the potential loss of original historic materials.

Competitive Masonry has provided a proposal in the amount of **\$37,056.60** to complete the necessary restoration work. The scope of work includes:

- Resetting the sandstone capstones.
- Repairing damaged sections of the sandstone fence.
- Removing and replacing all deteriorated convex mortar joints on the porch, entry stoop, and sandstone fence.
- Removing and replacing all failed caulking to prevent water infiltration.

Preserving the Deadwood Public Library is an investment in one of our community's most recognizable historic structures. Maintaining these original sandstone features protects the building's architectural integrity, extends its service life, and demonstrates the City's continued commitment to preserving the historic character that makes Deadwood unique. Proper restoration today will help prevent more extensive and costly repairs in the future while ensuring this landmark remains an asset for future generations.

I respectfully recommend approval of the proposal from Competitive Masonry in the amount of **\$37,056.60** to complete the necessary sandstone restoration work at the Deadwood Public Library.

Deadwood Public Library

Grind out & Re-mortar Convex joints. Entire Porch, Stoop & Stone fence.

① Porch & Stoop area = 219 sq. ft at \$50.00 per sq. ft = \$10,950.00

② Fence 249 sq. ft at \$50.00 per sq. ft = \$12,450.00

③ Re-Set Loose Top stones on fence area, 85 Lin ft at \$90.00 per ft = \$7,650.00

④ Caulking - Remove old caulking and replace with new caulking Porch & Steps = 88 Lin Ft at \$60.00 per ft = \$5,280.00

⑤ 2% Excise tax = \$726.60

Total = \$37,056.60

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



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

MEMORANDUM

Date: July 29, 2026
To: Deadwood City Commission
From: Justin Lux
Re: Broadway Ramp Masonry Repairs

Over the past two years we have been unsuccessfully soliciting quotes for masonry repairs for the Broadway Parking Garage due to concerns with the condition of the façade, capstones, and damaged concrete barriers on the top floor. Earlier this year, a facility assessment was completed by Walker Consultants. This confirmed our concerns and prioritized the issue. Identified repairs needed include tuckpointing and brick repairs on the façade, capstone, and concrete repairs.

Public Works Director Lornie Stalder was finally able to obtain a quote from Competitive Masonry for these repairs. Competitive Masonry has worked on many projects in the City of Deadwood. Project owners, including the City of Deadwood, report satisfaction with the quality and process of their work.

The quote for the repairs is \$44,064.00.

RECOMMENDED MOTION:

Approve the hire of Competitive Masonry to do capstone, brick, and concrete repairs, patches, and replacements, including caulking and tuckpointing at the Broadway Parking Garage at a cost not to exceed \$44,064.00.

Thank you for your consideration regarding this matter.

Deadwood Parking Garage

① Cracked & Broken Brick,
 Replace face brick, Grind &
 Tuck point, 75 sq. ft. at
 $\$120.00$ per sq. ft. =
 $\$9,000.00$

② Stone Repairs. Top &
 Bottom of building. 100 sq. ft.
 at $\$120.00$ per sq. ft. =
 $\$12,000.00$

③ Caulking. Cut out compromised
 caulking. Replace with new
 caulking, 50 lin ft at
 $\$40.00$ per ft = $\$2,000.00$

④ Cap Stones Top of
 Parking Garage

A) Re-set ② at $\$200.00$ ea.
 = $\$400.00$

B) Replace with new stones
 ⑩ at $\$800.00$ ea. = $\$8,000.00$

C) Patch Kit - ⑫ patches
 at $\$150.00$ ea. = $\$1,800.00$

⑤ Repair Concrete wall
barriers top floor,
Demo & Re-set forms for
reinforced Poured walls.

\$4,000.00

⑥ Man Lift Rentals ②
Lift 3 weeks = \$6,000.00

⑦ 2% Excise Tax = \$864.00

Total = \$44,064.00

CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: 7/28/2026

Organization: SD CEO West Women's Business Center

SDCL #22-25-25 authorizes the following organizations or committees to conduct lotteries/raffles. Please indicate your category:

☐ Chartered veterans' organization ☐ Charitable organization ☐ Fraternal organization ☐ Political party ☐ Political action committee or any committee on behalf of any candidate for political office	☐ Religious organization ☒ Educational organization ☐ Local civic or service club ☐ Volunteer fire department
--	---

Contact Information:

Name: Ashley Wingert

Address: 1200 University St. Unit 9511

Phone #: 605-642-6948

Email: Ashley.Wingert@bhsu.edu

501 (c) 3- Non Profit: Yes ☒ No ☐

Dates of Ticket Sales: Sept 1st - Oct 22

Date of Raffle Drawing: Oct. 22 2026

Value of Raffle Prize: \$600

Proceeds will benefit: SDCEO West Programs & Services

Office use only:

Presented at City Commission Meeting dated _____

Finance Office: _____