



**Spearfish City Council**  
Regular Session Agenda  
August 3, 2026 at 5:30 PM  
(Immediately following the Board of Adjustments)  
City Council Chambers, 625 5th Street, Spearfish

Join Zoom Meeting

<https://us02web.zoom.us/j/82781473793>

1. **Call to Order**
2. **Roll Call**
3. **Invocation** (participation welcomed, but not mandatory)
  - A. New Covenant Presbyterian Church
4. **Pledge of Allegiance**
5. **Approve Agenda**
6. **Public Comment** - Public comments are welcome; however, no action can be taken by the Council on comments received for items not on this agenda. Anyone wishing to have the Council consider a new item should complete a Citizen Request Form to be reviewed by city administration.
7. **Declaration of Any Potential Conflicts of Interest**
8. **Consent Agenda**
  - A. Approve the minutes of the July 15, 2026, City Council study session.
  - B. Approve the minutes of the July 20, 2026, City Council regular session.
9. **Added or Adjusted Wages**
  - A. Approve the following wage additions and adjustments as budgeted for 2026.

| <b>Regular Position</b>   | <b>Budgeted</b> | <b>Wage</b> |
|---------------------------|-----------------|-------------|
| Facility Maintenance Tech | yes             | \$23.24     |
10. **Community Development**
  - A. Approve the first reading of Ordinance 1428; An ordinance amending Appendix A - Zoning of the Revised Ordinance of the City of Spearfish by Zoning Certain Property to rezone a parcel located at the intersection of Maitland Road and Aspen Drive from Heavy Industrial (HI) to Highway Service Commercial (C2).
  - B. Hold a public hearing for a final plat located within the Extra Territorial Jurisdiction dividing 142.51 acres into 2 residential lots.
    1. Approve the final plat located within the Extra Territorial Jurisdiction dividing 142.51 acres into 2 residential lots.
11. **Finance**

- A. Approve an application from Isabelle Drumm with Crow Peak Brewing Company for a special event malt beverage license for the Dakota Five-0 on September 6, 2026, from 7:00 a.m. to 6:00 p.m. at Spearfish City Park.
- B. Approve an application from Isabelle Drumm with Crow Peak Brewing Company for a special event malt beverage license for the Black Hills Fly-In on September 19, 2026, from 12:00 p.m. to 9:00 p.m. at the Black Hills Airport located at 400 Aviation Place.
- C. Hold a public hearing to consider an application from Isabelle Drumm with Crow Peak Brewing Company for a special event malt beverage license for the Pit 14 Rally Event on August 12 and August 13, 2026, from 11:00 a.m to 8:00 p.m. at the HomeSource Furniture and Floors parking lot located at 2535 E. Colorado Blvd.
  - 1. Approve the application.
- D. Approve the first reading of Ordinance 1429 - An Ordinance Supplementing the 2026 Appropriations Ordinance No. 1408 of the Code of Ordinances, City of Spearfish, South Dakota.
- E. Authorize Michelle DeNeui, Angelica Tyler, Rex McDonald, and Brett Rauterkus as signers for the City's bank account at Black Hills Community Bank.

## **12. Parks and Recreation**

- A. Approve Second Amendment to Sports Field Memorandum of Agreement - Spearfish School District.
- B. Approve First Amendment to Sports Field Memorandum of Agreement - BHSU - Ronnie Thiesz.
- C. Approve First Amendment to Sports Field Memorandum of Agreement - BHSU - Black Hills Energy Sports Complex.
- D. Authorize staff to continue to work with Spearfish Baseball Association (SBA) to construct an indoor training facility, bid documents, and lease agreement.

## **13. Police**

- A. Approve the Memorandum of Understanding with Black Hills State University for staff.
- B. Approve continued contract negotiations for consolidation of PSAP services with Lawrence County at a cost not to exceed \$300,000 in 2027.

## **14. Public Works**

- A. Approve Easement Agreement with Elkhorn Ridge @ Frawley Ranches, LLC for the purposes of constructing a sidewalk adjacent to Colorado Loop.
- B. Approve Change Order #1 for the Mountain View Elementary project with an increase of \$17,270.80 and a decrease of \$3,247.20, with a net decrease of \$14,023.60 (2.97%).
- C. Approve the Certificate of Final Completion and Acceptance for the Airport Terminal Project setting November 14, 2025 as the start of the one (1) year warranty and authorizing the Mayor to sign all related documents.



D. Approve advertising for a replacement mechanic.

**15. Approve the Bills**

A. Approve the Bill List dated August 3, 2026.

B. Approve the salary expense, bank fees and credit card fees for the month of July 2026.

**16. Publication of wages per SDCL 6-1-10**

A. In accordance with South Dakota state law, human resources will publish a complete list of all added and adjusted wages in the official minutes. See attached wages.

**17. Mayor and Council Discussion**

**18. Departmental Discussion**

A. Presentation of 2027 Budget requests from the Community Development Division.

B. Presentation of 2027 Budget requests for Parks and Recreation Department

C. Presentation of 2027 Budget requests for Fire Division.

**19. Executive Session**

A. Hold an executive session pursuant to SDCL 1-25-2(6) - discussing the following information pertaining to the protection of public or private property and any person on or within the property, (g) any blueprint, building plan, or infrastructure record regarding any building or facility, which would expose or create vulnerability through disclosure of the configuration, location, or security of critical systems of the building or facility.

**20. Adjournment**

ADA Compliance: The City of Spearfish fully subscribes to the provisions of the Americans with Disabilities Act. If you desire to attend this public meeting and are in need of special accommodations, please notify the City Finance Office 12 hours prior to the meeting so that appropriate auxiliary aids and services are available.



**City of Spearfish**  
City Council Study Session Minutes  
July 15, 2026, 4:15 p.m.

The City Council Study Session was called to order by Mayor Senden at 4:15 p.m. in the Council Chambers of City Hall on Wednesday, July 15, 2026. The following c o u n c i l members were present: Hafner, Jacobs, Klarenbeek, Hourigan, and Myers. Absent: Rath. City staff present were: Finance Officer DeNeui, Public Works Director McMahon, Community Development Director Wysocki, and Parks and Recreation Director McDonald.

Hourigan moved, and Jacobs seconded, and all voted to approve the agenda.

Draft Agenda - Staff reviewed each item on the draft July 20, 2026, City Council Regular Session agenda and responded to questions from council.

**Items for Discussion**

2015 Sales Tax Revenue Refunding Bonds - DeNeui led a discussion on paying off the 2015 Sales Tax Revenue Refunding Bonds early and will be adding this item to the July 20<sup>th</sup> city council regular session agenda for action.

Liquor Licenses - DeNeui led a discussion on the one available on-sale liquor license and two available package (off-sale) liquor licenses for sale via sealed bids and will be adding this item to the July 20<sup>th</sup> city council regular session agenda for action.

A time for public comment was opened at 4:40 p.m. and closed with no comments being received.

**Departmental Discussion**

McDonald reminded all that the Festival in the Park is this weekend and staff have been working to get the park prepped and noted that new this year is a passenger drop off and pick up area near the security tent. The open house for the Spearfish Creek Preservation Plan was well attended and public input through the pinpoint map is open through July 26<sup>th</sup> at

<https://isginc.mysocialpinpoint.com/spearfish-creek-preservation-plan/>. Senden acknowledged that the police are working hard on the issue regarding motorized vehicles on the rec path and noted that additional sand has been put down on Colorado Blvd and asked McMahon to give an update on the chip seal project. McMahon updated all that they are monitoring conditions and putting down sand when necessary to offset for the asphalt bleeding through the surface and the application of the chip seal has been postponed and will resume next week.

No additional discussions were held and with a motion from Klarenbeek and a second from Jacobs the meeting adjourned at 4:44 p.m.



**Spearfish City Council**  
Regular Session Minutes  
July 20, 2026 5:30 p.m.

The Spearfish City Council met at 5:30 p.m. on Monday, July 20, 2026. Mayor Senden was present and called the meeting to order. Roll call was taken with the following members present: Hafner, Hourigan, Jacobs, Klarenbeek, Myers, and Rath. Absent: none. Also present: Finance Officer DeNeui, Community Development Director Wysocki, Public Works Director McMahon, Police Chief Smith, Parks and Recreation Director McDonald, Fire Chief Deaver, Library Director Wilde, Human Resource Director Mathis, Human Resource Generalist Gengler, and Attorney Knox. Prayer of invocation was presented by Mayor Senden. All stood and recited the pledge of allegiance.

**Agenda** – Jacobs moved, Myers seconded, and all voted to approve the agenda.

**Public Comment** – A time for public comment was opened with comments received from John Dale on health updates regarding iron issues and proximate causes, and Dave Donat and Ryan Wordeman regarding the Spearfish Baseball Associations proposed indoor baseball training facility. No further comments were received, and public comment was closed at 5:48 p.m.

**Consent Agenda** – Hafner moved, Jacobs seconded, and all voted to approve the consent agenda as follows:

- A. Approve the minutes of the July 1, 2026, City Council study session.
- B. Approve the minutes of the July 6, 2026, City Council regular session.
- C. Add Justice Swanson to the 2026 Spearfish Volunteer Firefighter list.
- D. Add Eric Anderson to the 2026 Parks volunteer list.
- E. Add Kathy Cluff to the 2026 Recreation Center volunteer list.
- F. Approve the Treasurer's Report dated June 30<sup>th</sup>, 2026.

**Other Items**

**Added and Adjusted Wages** – Myers moved, Rath seconded, and with Hafner, Hourigan, Jacobs, Klarenbeek, Myers, and Rath voting aye, motion passed to approve the following wage additions and adjustments as budgeted for 2026:

| <b>Regular Position</b>        | <b>Budgeted Position</b> | <b>Wage</b> |
|--------------------------------|--------------------------|-------------|
| Fire Dept Admin Coordinator    | Yes - lateral move       | n/c         |
| Police/Background Investigator | Yes                      | \$33.66     |

**Wildland Rates:**

**Seasonal Employees**

|                                 |      |         |         |
|---------------------------------|------|---------|---------|
| Jones, Sawyer - Wildland        | FFT2 | \$36.00 | \$38.00 |
| Serrano, Antonio - Wildland     | FFT2 | \$36.00 | \$38.00 |
| VanOsdaol, Alexander - Wildland | FFT2 | \$36.00 | \$38.00 |

| <b>Red Carded Firefighters</b> | <b>Position Qualifications</b> | <b>AD Pay Plan Rate</b>    |
|--------------------------------|--------------------------------|----------------------------|
| Anderson, Michael              | FFT2, EMPF                     | AD-C \$22.84, AD-J \$44.76 |

|                 |      |              |
|-----------------|------|--------------|
| Adler, Zach     | FFT2 | AD-C \$22.84 |
| Bussiere, Ahria | FFT2 | AD-C \$22.84 |
| Dragoo, Sky     | FFT2 | AD-C \$22.84 |
| Felsman, Jason  | FFT2 | AD-C \$22.84 |
| Fiorelli, Shane | FFT2 | AD-C \$22.84 |
| Gray, Taylor    | FFT2 | AD-C \$22.84 |
| McClure, David  | FFT2 | AD-C \$22.84 |
| Graeff, Tucker  | FFT2 | AD-C \$22.84 |
| Wenzel, Bill    | ENGB | AD-F \$30.08 |
| Ziegler, Adam   | ENGB | AD-F \$30.08 |

**Agreement** – Rath moved, Hafner seconded, and with Hafner, Hourigan, Jacobs, Myers, and Rath voting aye, and Klarenbeek voting nay, motion passed to approve a Professional Services Agreement between the City of Spearfish and Clarion Associates, LLC to update Title XV (Land Usage) of City Code at a cost of \$152,675.

**License** – Jacobs moved, Rath seconded, and all voted to approve an application from Ali Eddy with Sawyer Brewing Company for a special event malt beverage license for the Black Hills Fly-In on September 19, 2026, from 12:00 p.m. to 9:00 p.m. at the Black Hills Airport located at 400 Aviation Place.

**License** – A public hearing to consider an application from Tim Moore with First Venture LLC for the transfer of a retail (on-off sale) malt beverage & SD farm wine license and a retail (on-off sale) wine and cider license to include the encroachment agreement and license area of 127 W. Grant Street was opened at 6:18 p.m. and closed with no comments being received. Hafner moved, Myers seconded, and all voted to approve the license.

**Paying off Bond** – Klarenbeek moved, Jacobs seconded, and with Hafner, Jacobs, Klarenbeek, Myers, and Rath voting aye, and Hourigan voting nay, motion passed to approve paying off the 2015 Sales Tax Revenue Refunding Bonds early.

**License** – Myers moved, Klarenbeek seconded, and all voted to offer the one available on-sale liquor license and two available package (off-sale) liquor licenses for sale via sealed bids with minimum bids of \$300,000 and \$100,000, respectively.

**Certificate of Final Completion** – Rath moved, Hafner seconded, and all voted to approve the Certificate of Final Completion and Acceptance of the Rainbow Road Box Culvert Project setting June 17th, 2026, as the start of the two (2) year warranty.

**Bid** – Myers moved, Rath seconded, and with Hafner, Hourigan, Jacobs, Klarenbeek, Myers, and Rath voting aye, motion passed to award the lowest responsive and responsible bid for the Airport Water Main Extension project to Wilson Contracting at a total amount of \$464,706.97.

**Bill List** – Klarenbeek moved, Rath seconded, and with Hafner, Hourigan, Jacobs, Klarenbeek, Myers, and Rath voting aye, motion passed to approve the bill list dated July 20, 2026, as follows:

| <u>VENDOR NAME</u> | <u>DESCRIPTION</u> | <u>AMOUNT</u> |
|--------------------|--------------------|---------------|
|--------------------|--------------------|---------------|

|                         |                                          |             |
|-------------------------|------------------------------------------|-------------|
| 3RD DEGREE SCREENING    | EMPLOYEE BACKGRUOND CHECKS               | \$67.50     |
| 911 SUPPLY              | SHIRTS FOR PD                            | \$223.99    |
| A & B BUSINESS INC      | JULY PLOTTER 2026 LEASE                  | \$69.49     |
| A & J SUPPLY            | 3'6" SCH PILE-ROPE EYES- 3/16 SHEETS X 5 | \$1,440.73  |
| A&B WELDING SUPPLY, LL  | CYLINDER RENTAL & LEASE- CUTOFF WHEE     | \$541.57    |
| ADOBE INC.              | ADOBE LICENSES X 23                      | \$551.77    |
| ALLEGIAITAIR.COM        | TRAVEL TO VEGAS FOR FIRE DEPT TRAININ    | \$447.00    |
| AMAZON CAPITAL SERVIC   | SUMMER READING-HOSE-TRAFFIC CONTRO       | \$1,710.13  |
| AMERICAN RED CROSS      | LIFEGUARDING TRAINING                    | \$798.00    |
| ANTUNEZ                 | MAYOR AND EASTON LUNCH                   | \$40.13     |
| WESTERN STATES FIRE PR  | ANNUAL FIRE SPRINKLER                    | \$960.00    |
| APPLE.COM               | EXTRA STORAGE FOR PROJ INSP              | \$1.05      |
| AUTO ZONE               | HALOGEN BULB                             | \$2.05      |
| BALLASTSHOP             | DIMMABLE LED DRIVER                      | \$303.65    |
| BELLE FOURCHE LANDFIL   | JUNE TIPPING FEES 2026                   | \$23,661.96 |
| BELLE FOURCHE VETERIN   | DAVOS MEDICINE                           | \$83.25     |
| BLACK HILLS ENERGY      | JUNE/JULY 2026 ELECTRIC                  | \$7,238.95  |
| BIERSCHBACH             | HIGH FLOW FENCE                          | \$946.00    |
| BLACK HILLS CHEMICAL C  | SUPPLIES-TRASH BAGS-CLEANING SUPPLIES    | \$3,781.80  |
| BLACK HILLS LIBRARY CON | KOHA FEE 2026/2027                       | \$6,744.01  |
| BLACK HILLS PIONEER     | COMMUNITY PAGES-JUNE LEGALS              | \$1,214.48  |
| BLACK HILLS PURE INC    | CITY DRINKING WATER                      | \$29.00     |
| BLACK HILLS WINDSHIELD  | WINDSHIELD REPLACEMENT-CHIP REPAIR       | \$810.00    |
| BOMGAARS- P CARD        | ROLLER COVER-SPRAY PAINT-MUFFLER-HIT     | \$4,196.02  |
| BRICKHOUSE BBQ          | PD GRADUATE DINNER                       | \$150.45    |
| BSN SPORTS LLC          | ALUMINIUM ROPE GUIDE                     | \$645.00    |
| JT VENTURES LLC         | APRIL- JUNE 2026 FLEET WASHES            | \$255.40    |
| BUTTE ELECTRIC COOP     | 4/2-5/27 ELECTRIC USE                    | \$57,947.50 |
| CAMPBELL COUNTY PARKS   | SUMMER REC FIELD TRIP                    | \$201.88    |
| CASH-WA DISTRIBUTING C  | CONCESSIONS FOR WATERPARK                | \$5,518.45  |
| CBH COOPERATIVE         | FUEL USE JUNE 2026                       | \$47,842.36 |
| CONSOLIDATED ELECTRIC   | LED LIGHTS-CONNECTOR-BOLT                | \$861.66    |
| CEDAR SHORE RESORT      | FO SCHOOL LODGING                        | \$121.57    |
| CHEWY                   | FOOD FOR K9 DAVOS                        | \$69.34     |
| CHEYENNE CROSSING       | FIRE DEPT ANNUAL BANQUET                 | \$2,234.92  |
| CITY OF RAPID CITY      | SUMMER REC FIELD TRIP                    | \$322.00    |
| CLIMATE CONTROL SYSTE   | EMS AGREEMENT                            | \$8,582.97  |
| COCA-COLA BOTTLING CO   | CONCESSIONS FOR WATERPARK                | \$1,728.00  |
| COMMON GROUNDS          | FO SCHOOL DOOR PRIZES-COF MAYOR PW       | \$39.32     |
| DG INVESTMENT INTERME   | SECURITY HARDWARE PD                     | \$1,160.66  |
| CORE & MAIN LP          | WIRED- METER SETS- WATER METERS          | \$23,940.00 |
| CULLIGAN SOFT WATER C   | WATER FOR WWTP                           | \$101.50    |
| BEGG BOROUGH STEEL LL   | REPLACED BENT DRIVE TUBE-OIL-GAS CAN     | \$2,059.22  |

|                         |                                       |             |
|-------------------------|---------------------------------------|-------------|
| DGR ENGINEERING         | SAWMILL PROP- SAWMILL ROAD-ALLEY      | \$25,286.54 |
| SHERRY EWING            | CONCESSIONS FOR REC CENTER            | \$1,405.00  |
| DIVISION OF MOTOR VEHI  | TITLE AND REGISTRATION X 2            | \$61.40     |
| ZW USA INC              | DOG WASTE BAGS FOR PARKS              | \$806.31    |
| DRAPEAUX, AUSTIN        | SAFETY SCHOO/SRO TRAVEL REIMB         | \$586.48    |
| DAKOTA REDI-MIX, INC    | HILL STREET/HARVARD INTERSECTION      | \$7,225.00  |
| ECOLAB PEST ELIMINATIO  | WWTP PEST CONTROL                     | \$228.93    |
| EDDIE'S TRUCK CENTER IN | COMPRESSOR AC-FILTER-MIRROR SUPPORT   | \$2,809.64  |
| EDDY, TRAVIS            | WILDLAND ASSIGNMENT WY REIMBURSEME    | \$858.00    |
| ETSY                    | 4TH OF JULY DECORATIONS               | \$633.88    |
| FACEBOOK INC            | CAMPGROUND PROMOTION                  | \$34.92     |
| FAIRFIELD               | LODGING FOR WILDLAND ASSIGNMENT WY    | \$248.60    |
| FALSE BOTTOM CREEK CO   | RELOCATION SHIPPING CONTAINERS        | \$450.00    |
| FIB-AP PURCHASE CARDS   | JUNE 2026 P CARD PAYMENT \$166,635.30 | \$0.00      |
| FLAGS AND WHEELS        | SUMMER REC FIELD TRIP                 | \$828.00    |
| BDG INC                 | LABOR TO REPAIR ARIES                 | \$6,990.85  |
| FLIGHT ZONE GILLETTE    | SUMMER REC FIELD TRIP                 | \$516.00    |
| FRERER, CALEB           | NASRO CONFERENCE                      | \$437.50    |
| FRONTIER ICE COMPANY L  | ICE FOR CAMPGROUND                    | \$551.35    |
| FULLCIRCLEPADDING.COM   | POP PIN ASSEMBLY                      | \$35.27     |
| GALLS LLC               | APEX PANT PD- PD UNIFORMS PLUS CREDIT | \$9.90      |
| VIEHAUSER ENTERPRISES   | PADLOCK PARKS DEPT-LOCKS MAYOR OFFI   | \$205.96    |
| GOVERNMENT JOBS         | JOB POSTINGS                          | \$1,049.00  |
| GRAINGER INC            | COLD CONDITION GLOVES ORDER           | \$772.11    |
| GREAT WESTERN TIRE INC  | REPLACE FRONT STEER TIRES             | \$76.00     |
| GUARDIAN ALLIANCE TEC   | SOFTWARE LICENSE FOR PD               | \$370.00    |
| HAWKINS INC             | CHEMICAL FOR POOLS-TUBING VALVE       | \$14,692.35 |
| HDR ENGINEERING INC     | CO BLVD BUILD GRANT-MAURICE INTAKE    | \$8,478.75  |
| HOLIDAY INN             | LODGING FOR PD                        | \$697.62    |
| INTERNATIONAL CODE CO   | 1 YEAR DIGITAL CODES FIRE DEPT        | \$1,026.18  |
| INGRAM LIBRARY SERVICE  | BOOKS FOR LIBRARY                     | \$738.44    |
| INTERSTATE ENGINEERIN   | BOX CULVERT-RAINBOW ROAD              | \$9,899.65  |
| JACOR INC               | BRUSH SEAL KIT                        | \$2,771.00  |
| JEWEL CAVE NATIONAL M   | SUMMER REC FIELD TRIP                 | \$400.00    |
| JOHNER PAVING           | HYDRO ELECTRIC ROAD ACCESS            | \$61,994.50 |
| JONES, SAWYER           | WILDLAND FIRE ASSIGNMENT WY           | \$858.00    |
| KDV INC                 | EXCAVATE- REPAIR BREAK KING ST        | \$6,147.97  |
| KELSEY JADE PHOTOGRAP   | PICTURES PARKS/REC DIRECTOR           | \$75.00     |
| ARKANSAS FLAG AND BAN   | AMERICAN FLAGS AND SWAGS              | \$2,332.30  |
| KETEL THORSTENSON LLP   | AUDIT PROGRESS BILLING                | \$20,600.00 |
| WASTE CONNECTIONS OF    | RUBBLE SITE CONTAINERS                | \$1,812.00  |
| KIESLER POLICE SUPPLY I | FIREARMS                              | \$1,087.84  |
| KILLIANS                | FO/PW STAFF                           | \$119.79    |

|                          |                                    |            |
|--------------------------|------------------------------------|------------|
| MEAD HOLDING COMPAN      | POLE-HINGES-PAINT-WOOD-WELD WIRE   | \$4,226.21 |
| KONE INC                 | ELEVATOR MAINT PERIOD              | \$224.10   |
| KRUSTY BIN CLEANER       | CLEAN 18 BINS                      | \$520.00   |
| LOU'S GLOVES INC         | LATEX GLOVES                       | \$264.00   |
| LUXOR HOTEL              | FIRE DEPT LODGING FOR TRAINING     | \$239.44   |
| MASIERO, ANTHONY         | WILDLAND ASSIGNMENT WY REIMBURSEME | \$288.95   |
| MATHIS, KYLE             | REIMBURSE TRAVEL SDES CONF         | \$80.00    |
| MONTANA-DAKOTA UTILI     | 5/5/2026-6/5/2026 GAS USE          | \$5,262.61 |
| ALLIANCE TECHNICAL GR    | POOL WATER TESTING                 | \$302.00   |
| MIDWAY USA               | MATERIALS FOR PD                   | \$284.25   |
| MIDWEST CONNECT          | METER MAINTENANCE AGREEMENT        | \$2,456.00 |
| LLJMW, LLC               | FABRIC REINFORCEMENT               | \$158.94   |
| MOELLER, CHRIS DBA BH A  | JUNE 2026 ROADKILL DISPOSAL        | \$374.00   |
| MONUMENT HEALTH          | EMPLOYEE SCREENING                 | \$1,136.00 |
| MPLC                     | LICENSE FOR REC CENTER             | \$1,046.50 |
| MY FITNESS REWARDS       | MAINT FEE REC CENTER JUNE 26       | \$17.00    |
| NIHCA                    | MFR MONTHLY PROCESSING FEE         | \$17.00    |
| NORTHERN TRUCK EQUIP     | CYLINDER                           | \$590.59   |
| NUTRIEN AG SOLUTIONS I   | BROADLEAF HERBICIDES               | \$890.00   |
| PRO WINDMILL INC         | PEST CONTROL HYDRO                 | \$440.00   |
| ON-SITE FIRST AID & SAFE | AED BATTERY-FIRST AID SUPPLY       | \$256.80   |
| ONE TIME VENDORS         | CAMP REIMBURSEMENTS                | \$780.00   |
| PERKINS FAMILY RESTAUR   | MAYOR/HR/PARKS DIRECTOR            | \$147.80   |
| PETE LIEN & SONS INC     | SPEED SIGN BASES                   | \$846.00   |
| PETTY CASH               | PLAT REIMBURSEMENT                 | \$183.00   |
| PRAIRIE SUPPLY INC       | REBAR HOOPS AND TUBES FOR POLE     | \$244.20   |
| QUADIENT, INC            | INK FOR POSTAGE MACHINE            | \$202.75   |
| QUIK SIGNS INC           | SIGNS FOR PARKS DEPT               | \$139.63   |
| REDWOOD TOXICOLOGY L     | PANEL FOR PD                       | \$213.78   |
| ROGUE                    | INFINITY SHACKLE FITNESS EQUIP     | \$104.57   |
| THOMAS W NICHOLS         | RSI NET SUBSCRIPTION               | \$180.00   |
| RUNNING SUPPLY INC       | HOSES                              | \$271.98   |
| RYEDOODLE BOARDING &     | RESERVATION K9 DAVOS               | \$330.00   |
| SACRISON ASPHALT INC     | ASPHALT 8TH & HUDSON               | \$1,410.24 |
| SAFEWAY                  | CONCESSIONS FOR WATER PARK         | \$225.00   |
| SANFORD HEALTH OCCME     | EMPLOYEE SCREENING                 | \$140.00   |
| SANITATION PRODUCTS      | PUMP-DUMP CYLINDER                 | \$6,540.95 |
| SD ELECTRICAL COMMISSI   | LICENSE FOR ELECTRICIAN            | \$200.00   |
| SOUTH DAKOTA ONE CALL    | MESSAGE FEES FOR JUNE 2026         | \$200.55   |
| SD PLANNER ASSOCIATION   | MEMBERSHIP RENEWAL                 | \$50.00    |
| SERRANO, ANTONIO         | WILDLAND ASSIGNMENT WY             | \$858.00   |
| SUDS & DUDS INC          | SHOP LAUNDRY-MAT MOP CHANGE OUT    | \$1,694.28 |
| SIMON CONTRACTORS OF S   | BALLAST-ROADSTONE STREETS DEPT     | \$3,950.21 |

|                         |                                        |                            |
|-------------------------|----------------------------------------|----------------------------|
| SOUTH DAK STATE TREAS   | JUNE 2026 SALES TAX PAYMENT            | \$25,603.36                |
| SPEARFISH AUTO SUPPLY   | AIR FILTER-SPARK-CUT OFF WHEEL-COVER   | \$4,660.36                 |
| SPORTSSMITH             | T HANDLE POP PIN                       | \$32.67                    |
| STARLINK                | HYDRO JUNE/JULY 2026                   | \$50.00                    |
| SUMMIT FIRE PROTECTION  | EXTINGUISHER RECHARGE                  | \$177.95                   |
| SUNSHINE TOWING         | TOWING FOR POLICE DEPT-CODE ENFROCE    | \$1,450.00                 |
| CAT WASH, LLC           | APRIL-JUNE 2026 FLEET WASHES           | \$1,436.00                 |
| SUPERIOR SANITATION LL  | RENTAL FEES FOR JUNE 2026              | \$704.00                   |
| SYNTECH                 | FUELMASTER                             | \$600.00                   |
| SYSCO FOOD SERVICES OF  | CONCESSIONS FOR WATERPARK              | \$1,698.62                 |
| TRAFFIC & PARKING CONT  | CROSSWALK PANEL                        | \$4,432.50                 |
| TERRA UNIVERSAL INC     | PD STORAGE SOLUTIONS                   | \$4,788.53                 |
| THE JUNK DRAWER         | FO SCHOOL DOOR PRIZES                  | \$51.97                    |
| THE KNOTHOLE            | TAGS FOR FIP PARKS                     | \$8.94                     |
| THE POLICE AND SHERIFFS | ID CARDS                               | \$222.00                   |
| THE UPS STORE #5137     | SHIPPING FOR PD                        | \$1,284.62                 |
| THE WEEK MAGAZINE       | LIBRARY SUBSCRIPTION                   | \$264.44                   |
| FBM HOLDINGS LLC        | 2026 HR RENEWAL                        | \$593.00                   |
| THOMSON REUTERS WEST    | SUBSCRIPTION CHARGES ATTORNEY/PD       | \$779.97                   |
| TIMECLOCK PLUS          | ANNUAL LICENSES AND MAINT              | \$9,589.65                 |
| TNEMEC COMPANY          | EPOXOLINE                              | \$455.08                   |
| TRANSOURCE TRUCK & EQ   | GUTTER BROOM                           | \$2,163.33                 |
| TRANSUNION              | DATA SOFTWARE                          | \$379.85                   |
| ULINE INC               | DUMPING HOPPER                         | \$4,933.13                 |
| USA TODAY               | JUNE 2026 SUBSCRIPTION                 | \$34.79                    |
| CITY OF SPEARFISH       | 5/31-6/30 2026 CITY W/S/G              | \$71,164.70                |
| VAN OSDOL, ALEXANDER    | WILDLAND FIRE ASSIGNMENT WY            | \$858.00                   |
| VANWAY TROPHY & AWAR    | AWARDS FOR PARK DEPT                   | \$99.88                    |
| VARIOUS FUEL VENDORS    | FUEL FOR FO , PD AND WILDFIRE TRAVEL   | \$1,004.33                 |
| CLARITY TELECOM LLC     | 5/17-6/5 PHONE AND INTERNET            | \$7,385.66                 |
| VERIZON WIRELESS        | CELL PHONE SERVICES                    | \$5,339.85                 |
| VISUAL WORKS            | RESERVATION SOFTWARE JUNE 2026         | \$2,331.00                 |
| W L CONSTRUCTION SUPPL  | DIAMOND BLADE                          | \$323.00                   |
| WALL STREET JOURNAL     | JUNE 2026 SUBSCRIPTION                 | \$81.76                    |
| WALMART                 | SUNSCREEN-BUG SPRAY-SUMMER REC SUP     | \$1,452.32                 |
| WATERS HARDWARE         | SHOWERHEADSS-TANK BALL-BATTERY-WRE     | \$1,357.32                 |
| WELLS PLUMBING CORP     | PRESSURE COUPLING-TAPE-FLOAT SWITCH    | \$154.21                   |
| WEST PLAINS ENGINEERIN  | SPF TRAINING TOWER                     | \$523.50                   |
| WESTERN PEAKS LOGISTIC  | WATER SAMPLE DELIVERIES                | \$305.73                   |
| WESTERN STATIONERS      | PAPER RE STOCK                         | \$231.00                   |
| WOLFF'S PLUMBING & HEA  | TOILET REBUILD-SKY RIDGE FILTER MAINT- | \$1,403.20                 |
|                         |                                        | <u><u>\$594,250.31</u></u> |



## Departmental Discussion

McMahon reminded all that the reapplication of the chip seal from Grant Street to Hwy14A started this week, and the city will receive 90% plans this week for the Main Street mill and overlay project, followed by review with the consultant, and then advertise the project in August. Wysocki noted there is a planning commission meeting tomorrow.

## Presentation of 2027 Budget Requests

Departmental budgets were reviewed by Mathis from Human Resources, Wilde from the Library, and DeNeui regarding multiple departments. City wide health insurance premiums remain the largest employee benefit that the city offers, and to ensure adequate funding for 2027 the budget includes a 15% increase for health insurance premiums. A new proposed personnel policy is paid parental leave for those starting a family by birth or adoption, giving time off for new parents ranging from 160 hours up to 240 hours for the birthing mother. A significant change for HR is the purchase of a new applicant tracking system, Workable, with a cost of \$10,590. DeNeui noted that the implementation of the second half of the longevity increases in the Condrey Study for 2027 will create some budget differences in all department budgets who have staff that qualify. DeNeui reviewed the revenues including the general fund, special revenue funds (that don't involve other departments), debt service for the TIF districts, and the capital project fund. General administration operating budgets were also reviewed with any major changes from 2026 outlined.

There being no further business, Klarenbeek moved, Rath seconded, and all voted to adjourn at 7:13 p.m.

Dated this 20<sup>th</sup> day of July, 2026.

Attest:

By: \_\_\_\_\_  
John Senden, Mayor

\_\_\_\_\_  
Michelle DeNeui, City Finance Officer

Published once at the approximate cost of \_\_\_\_\_.



## Agenda Item Report

**Human Resources**

Item # 9.A.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Added or Adjusted Wages

**Request:**

Approve the following wage additions and adjustments as budgeted for 2026.

| <b>Regular Position</b>   | <b>Budgeted</b> | <b>Wage</b> |
|---------------------------|-----------------|-------------|
| Facility Maintenance Tech | yes             | \$23.24     |

**Background Information:**

**Fiscal Impact:**

**Recommended City Council Action:** Approve

**Staff Contact Information:**

, ,

**Attachments:**

None



## Agenda Item Report

### Community Development

Item # 10.A.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Community Development

#### **Request:**

Approve the first reading of Ordinance 1428; An ordinance amending Appendix A - Zoning of the Revised Ordinance of the City of Spearfish by Zoning Certain Property to rezone a parcel located at the intersection of Maitland Road and Aspen Drive from Heavy Industrial (HI) to Highway Service Commercial (C2).

#### **Background Information:**

The subject property was purchased in 2025 from the City of Spearfish, and is part of the TID #8 District, approved in 2025 and focused on economic development. The development agreement between the City and Mr. Clayton (dba Jayhawk Holdings) stipulates a construction completion date of January 1, 2028. The property is proposed to be developed as a mixed-use commercial space, including a medical spa, full-service dog boarding, grooming and day-care, and four residential dwellings for future employees.

The proposed land use aligns with the city's Future Land Use Map, which designates the subject property as "Mixed-Use/High Density Residential," as well as the city's focus on the promotion of light industrial and commercial land uses along Colorado Boulevard. Staff find that the proposed rezoning meets the criteria within § 156.084 Amendments. Please see the staff report for Planning Commission for a detailed staff analysis.

On July 21st, the Planning Commission reviewed the requested rezoning application, and unanimously recommended approval.

**Fiscal Impact:** N/A.

**Recommended City Council Action:** Approve

#### **Staff Contact Information:**

Vasiliki Pistoftzian, 605-717-2512, [v.pistoftzian@spearfish.gov](mailto:v.pistoftzian@spearfish.gov)

#### **Attachments:**

1. Staff Report
2. Land Use Narrative and Site Plan

3. Ordinance No 1428
4. Application



**Request:** Hold a public hearing and make a recommendation to City Council.

**Applicant:** Richard Clayton, Camp K9

**Location:** Intersection of Maitland Road and Aspen Drive.

**Recommendation:** Recommend approval of rezoning the subject property from Heavy Industrial (HI) to Highway-Service Commercial (C-2) to the City Council, based on the finding that the rezoning meets the review criteria set forth in City Code of Ordinances, Section 156.084.

**Public Hearing:** Yes



Lot 5 of Tract R, False Bottom Addition to the City of Spearfish, Located in the NE1/4NE1/4 and the E1/2NW1/4NE1/4, All of Section 19, T6N, R3E, B.H.M, Lawrence County, South Dakota

## Project Summary

The subject property was purchased in 2025 from the City of Spearfish, and is part of the TIF #8 District, approved in 2025 and focused on economic development. The property is proposed to be developed as a mixed-use commercial space, including a medical spa, full-service dog boarding, grooming and day-care, and four residential dwellings for future employees. Access to the property will be secured from Maitland Road and Aspen Drive (once the road is constructed). The applicant estimates 250–450 daily trips from the property during the full operation of all commercial businesses. The full-service dog boarding, grooming, and day-care, Camp K9, is proposed to include outdoor dog runs, which require a Conditional Use Permit approved by the Planning Commission if the property is successfully rezoned to C-2. The applicant has already submitted the CUP application, which will be processed if the rezone is approved by City Council. The development agreement between the City and Mr. Clayton (dba Jayhawk Holdings) stipulates a construction completion date of January 1, 2028.

## Staff Analysis

The existing zoning designation, Heavy Industrial, is intended for uses with adverse environmental impacts. The proposed commercial development in its entirety would not be permitted in the HI zoning district, necessitating the application to rezone the property to C-2. Two of the proposed uses of the subject property: a Medical Spa or "Med-Spa," and a dog grooming facility, fall under "Personal Services" land use in the city's zoning code, which are not permitted in the HI zoning district.

See land uses permitted by right in the HI zoning district below:

- Large scale or small scale contractor;
- Manufacturing, fabricating, construction and construction trade-related activities, processing and warehousing which would not be compatible with a commercial, light industrial or residential environment;
- Outdoor storage;
- Public utility substations;
- Publicly owned structure/facility/park;
- Small scale solar energy conversion facility as an accessory to a primary use;
- Retail type 1 and 2 of goods manufactured onsite;
- Residential use for watchpersons or caretakers when employed on the premises
- Service and repair establishments;
- Telecommunications facilities;
- Veterinary clinics for domesticated animals including pet daycare and overnight pet stays, with or without outdoor kennels and runs;
- Cannabis cultivation facilities;
- Cannabis testing facilities;
- Cannabis product manufacturing facilities; and
- Cannabis dispensaries.

See Conditional land uses below:

- Extractive operations for sand, gravel, rock, minerals and similar materials;
- Processing facilities for food, beef, pork, fish, poultry, agricultural crops, timber, wood and similar raw materials;
- Small wind energy systems (SWES); and
- Large scale solar energy conversion facility.

Amendments to the zoning map are governed under City Code § 156.084 Amendments. Zone changes are a three-step process.

Step 1: Setting of a public hearing by the Planning Commission.

Step 2: Public hearing and Planning Commission recommendation to City Council.

Step 3: City Council action.

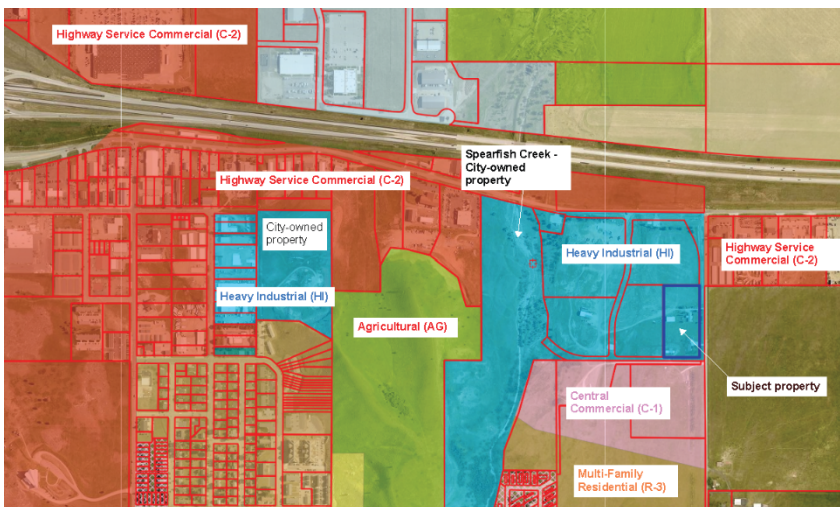
Staff have reviewed the rezoning request per the following criteria provided by the referenced city code.

(A) Standards for amendments. A proposed amendment shall be considered on its own merits using the following criteria as a guide.

(1) Text or map amendments. Proposed amendments shall:

- (a) Be necessary because of substantially changed or changing conditions of the area and district affected, or in the ordinance generally;
- (b) Be consistent with the intent and purposes of the ordinance;
- (c) Not directly or indirectly adversely affect any other part of the ordinance; and
- (d) Be consistent with and not in conflict with the city's comprehensive plan.

(a) In staff's review, the requested zone change is necessary as the subject property is within a newly formed Tax Increment District (TID #8) which is focused on economic growth, and will include substantial infrastructure improvements along the Colorado Boulevard corridor. The City is focused on the promotion of light industrial and commercial land uses along this corridor aligning with the revised zoning designation. The subject property abuts the north side of the Soncy Subdivison, which is currently zoned Central Commercial, and planned for commercial development. Staff believe that rezoning the property from HI to C-2 allows for a typical land use transition from lower intensity land uses like residential housing in the Mountain Shadows and future Soncy manufactured home park towards higher intensity uses like the existing and future commercial development along Colorado Boulevard and Exit 14.



(b) In staff's review, the requested zone change is consistent with the intent and purpose of the Highway Service Commercial zoning district. The purpose of this district is to "accommodate retail and business service activities...typically located and grouped along a major street, street intersection or highway interchange, generating a considerable volume of vehicular traffic." The property is located just south of the intersection of Colorado Boulevard and Maitland Road, parallel to the I-90 Interstate and proximate to Exit 14, fitting the general description of the zoning district. The anticipated daily volume of traffic for the property aligns more closely with the intent of the C-2 zoning district rather than the existing HI district.

(c) In staff's review, the requested zone change does not adversely affect any other part of the ordinance, as the proposed project complies with the current standards and permitted uses.

(d) In staff's review, the requested zone change aligns the property with the Future Land Use Map in the city's Comprehensive Plan, which identifies this area for Mixed-Use and High-Density residential development. The requested zoning permits a variety of land uses by right, including both residential and commercial development.

**Jayhawk Commercial Campus**  
**Updated Proposed Land Use Narrative**  
**Supplemental to Rezone Application**

Prepared for: City of Spearfish Planning Commission  
Date: June 30, 2026

**Purpose**

This updated land use narrative is submitted as supplemental information to accompany the pending Rezone Application. It reflects the complete proposed land uses for the Jayhawk Commercial Campus, including the planned workforce housing that was not included in the original land use narrative.

**1 – Camp K9 Kennel Facility Main Facility**

Floor Area: 15,000 SF

Use: Commercial dog boarding, overnight lodging, indoor exercise, and kennel operations.

Parking: Approximately 8 staff parking spaces.

**2 – Camp K9 Administration / Retail**

Floor Area: 2,800 SF

Use: Reception, administrative offices, customer waiting area, retail sales, and business operations.

Parking: Approximately 12 customer and employee parking spaces, including accessible parking.

**3 – Camp K9 Dog Park / Water Park**

Floor Area: 3,600 SF

Use: Indoor dog recreation, enrichment, and water play facility.

Parking: No dedicated parking.

**4 – Contour Medicine**

Floor Area: 2,500 SF

Use: Outpatient medical clinic providing metabolic health, wellness, aesthetic medicine, IV therapy, and related healthcare services.

Parking: Approximately 5 customer and employee parking spaces, including accessible parking.



## 5 – Existing Building (Camp K9 Grooming)

Floor Area: 3,200 SF

Use: Dog grooming facility.

Parking: Approximately 4–5 employee parking spaces.

## 6 – Proposed Workforce Housing

Number of Units: Four (4)

Estimated Floor Area: Approximately 1,200 square feet per unit (approximately 4,800 square feet total).

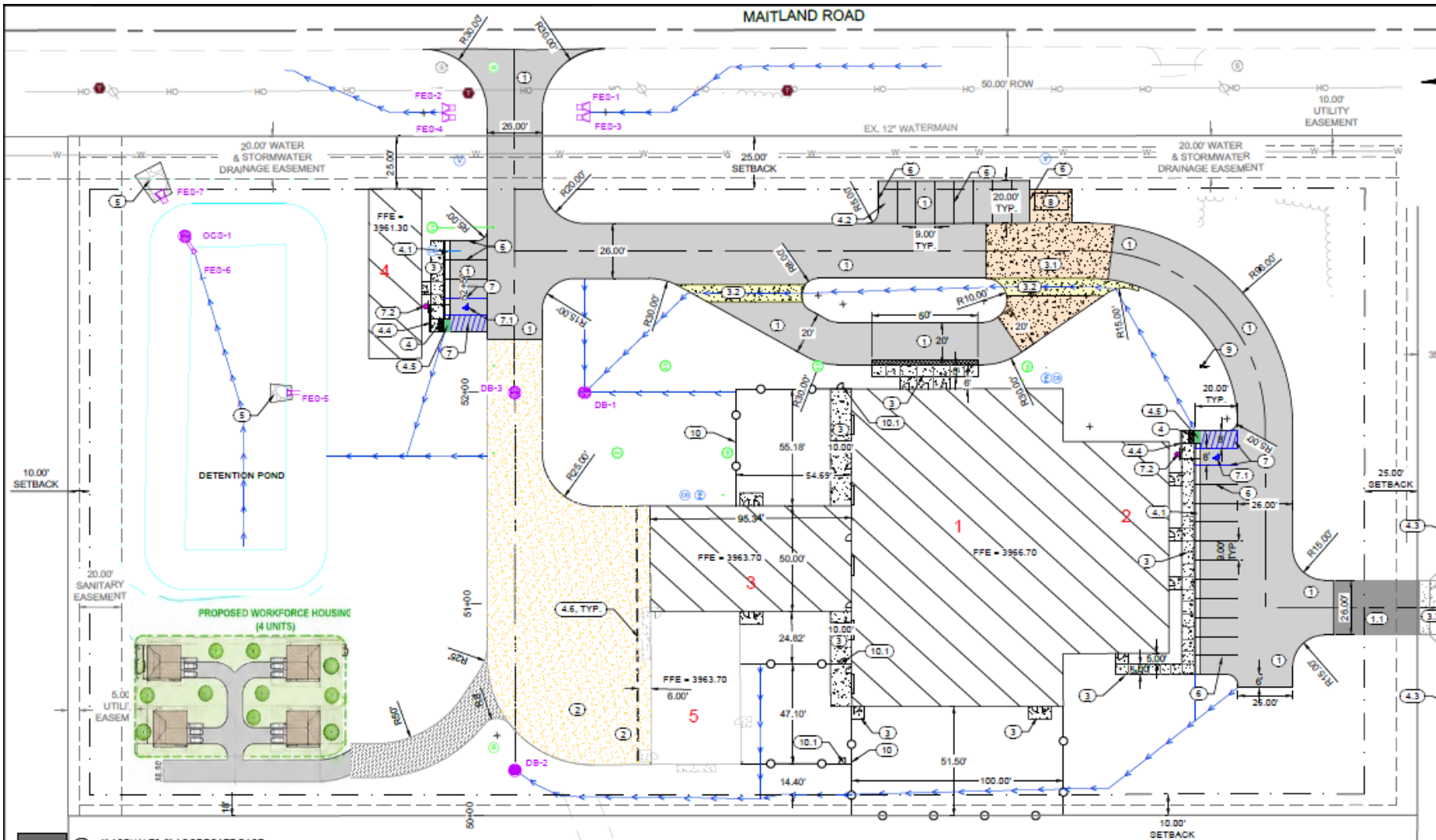
Use: Single-family residential cottages intended for employee/workforce housing supporting the operations of the Jayhawk Commercial Campus.

The proposed workforce housing is intended to provide convenient and affordable on-site housing opportunities for employees of the commercial campus and is accessory to the overall mixed-use development. The location of the proposed workforce housing is illustrated on the attached Updated Proposed Land Use Plan. Final building size, layout, architectural design, and site improvements will be developed during the design phase and may be refined as part of the final site development plans.

## Overall Development Summary

| Component                            | Floor Area        |
|--------------------------------------|-------------------|
| Camp K9 Kennels                      | 15,000 SF         |
| Camp K9 Administration / Retail      | 2,800 SF          |
| Camp K9 Grooming                     | 3,200 SF          |
| Camp K9 Dog Park / Water Park        | 3,600 SF          |
| Contour Medicine                     | 2,400 SF          |
| Proposed Workforce Housing (4 Units) | Approx. 4,800 SF  |
| Total Planned Building Area          | Approx. 31,800 SF |

This updated narrative supplements the previously submitted rezone application and should be reviewed together with the attached Updated Proposed Land Use Plan.



- |                                                                     |                                                     |
|---------------------------------------------------------------------|-----------------------------------------------------|
| ① 4" ASPHALT & 6" AGGREGATE BASE                                    | ④.4 6" CURB                                         |
| ①.1 FUTURE ASPHALT - NOT BUILT IN THIS PROJECT                      | ④.5 1/2" CURB HEIGHT                                |
| ② 6" AGGREGATE SURFACING COURSE                                     | ④.6 WHEEL STOP                                      |
| ②.1 FUTURE 6" AGGREGATE SURFACING COURSE (GRADING IN THIS PROJECT)  | ⑤ RIPRAP, SEE DETAIL                                |
| ③ 4" CONCRETE SIDEWALK & 4" AGGREGATE BASE, SEE DETAIL              | ⑤ 4" YELLOW STRIPE                                  |
| ③.1 6" REINFORCED CONCRETE PAVEMENT & 8" AGGREGATE BASE, SEE DETAIL | ⑦ 4" BLUE STRIPE, SEE DETAIL                        |
| ③.2 REINFORCED CONCRETE VALLEY GUTTER, SEE DETAIL                   | ⑦.1 ADA SYMBOL, SEE DETAIL                          |
| ③.3 FUTURE CONCRETE DRIVEWAY - NOT BUILT IN THIS PROJECT            | ⑦.2 ADA SIGNS (VAN), SEE DETAIL                     |
| ④ DETECTABLE WARNING PANEL - CAST IRON                              | ⑧ DUMPSTER                                          |
| ④.1 STANDARD CURB & GUTTER                                          | ⑨ FLAGPOLE                                          |
| ④.2 SPILL CURB & GUTTER                                             | ⑩ 6' HEIGHT CHAIN LINK FENCE                        |
| ④.3 FUTURE CURB & GUTTER - NOT BUILT IN THIS PROJECT                | ⑩.1 6' SINGLE SWING GATE 6' HEIGHT CHAIN LINK FENCE |

**ORDINANCE NO. 1428**

**AN ORDINANCE AMENDING APPENDIX A – ZONING OF THE REVISED ORDINANCES OF THE CITY OF SPEARFISH BY ZONING CERTAIN PROPERTY**

**BE IT ORDAINED** by the Common Council of the City of Spearfish that the real property herein described be zoned from **Heavy Industrial (IH)** to **Highway Service Commercial (C-2)** which shall be applied to the following parcel:

Lot 5 of Tract R, False Bottom Addition to the City of Spearfish, Located in the NE1/4NE1/4 and the E1/2NW1/4NE1/4, All of Section 19, T6N, R3E, B.H.M, Lawrence County, South Dakota

**Authority.** This Ordinance is passed pursuant to the provisions of SDCL Ch. 11-4.

**Severability.** If any provision of this code or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the code which can be given effect without the invalid provision or application, and to this end the provisions of this code are severable.

**Effective Date.** This Ordinance will become effective 20 days following publication, which will occur after the ordinance receives second and final reading by the City Council and is signed by the Mayor.

Dated this 17th day of August, 2026

**CITY OF SPEARFISH**

(Seal)

By: \_\_\_\_\_  
John Senden, Its Mayor

Attest:

\_\_\_\_\_  
Michelle DeNeui, Finance Officer

Public Hearing: August 17<sup>th</sup>, 2026

First Reading: August 3<sup>rd</sup>, 2026

Second Reading: August 17<sup>th</sup>, 2026

Published:

Effective:

**Record No: RZ-26-1**

Rezone

Status: Active

Submitted On: 6/13/2026

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**Project Information****Address or Legal Description of Property\***

ParcelNumber 32209-00603-190-26,  
False Bottom Addition Tif #8 Lot 5 of Tract  
R Plat

**Please describe proposed development for this site\***

Development of a mixed-use commercial campus consisting of an outpatient medical clinic and a pet care facility, including dog daycare, boarding, grooming, and training services, together with associated parking, utilities, access drives, landscaping, and site improvements.

Please follow the GIS link to help identify zoning, address, and legal description:  
Lawrence County Beacon Site

Click map layers at the top of the screen, click the drop down arrow next to Planning & zoning, toggle on Spearfish Zoning, zoom and pan to area of interest

Link to city zoning ordinances: Chapter 156 Zoning

**Current zoning\***

IH (Heavy Industrial)

**Requested zoning\***

C-2 (Highway Service Commercial)

Will project generate 1,000 or more vehicle trips per day?\*

No

Will project have 50 or more residential lots?\*

No

## Comprehensive Plan Questionnaire

**In general, describe features of your project that make it compatible to the existing development patterns around your parcel.\***

The proposed development is compatible with existing and anticipated development patterns in the area because it provides community-serving commercial uses in a growing corridor of Spearfish. The project includes an outpatient medical clinic and pet care facility designed with professional site planning, parking, landscaping, drainage improvements, and utility infrastructure. The scale, intensity, and character of the development are consistent with surrounding commercial growth and will provide needed services while contributing to the economic development of the community.

**If the land uses that are adjacent to your property are of a lesser land use intensity, describe specific buffering methods to be used that will reduce the impacts to the lesser intensity land uses.\***

The project will incorporate landscaped setback areas, perimeter fencing, controlled site lighting, and engineered drainage improvements to minimize impacts on adjacent properties. Outdoor dog activity areas will be located within fenced and controlled portions of the site and positioned to maximize separation from neighboring properties where practical. Building placement, parking areas, and landscaping will provide additional visual and noise buffering. The development will comply with all applicable City of Spearfish setback, screening, and landscaping requirements.

**Provide a summary of how many daily vehicle trips will result from the project, and the impact to the street network to accommodate traffic from your project.\***

Estimated daily trips: approximately 250–450 vehicle trips per day at full operation, depending on final facility size, appointment volume, daycare enrollment, grooming volume, staffing levels, and delivery activity.

**Describe the locations of site access points and, if applicable, if they are different from any previous zoning, conditional use permit or DRD concept plan approval.\***

Site access is proposed from Maitland Road as shown on the submitted engineering plans. Internal circulation drives will serve the medical clinic, pet care facility, parking areas, and associated site improvements. There are no previous zoning approvals, conditional use permits, or DRD concept plan approvals associated with this development; therefore, no changes to previously approved access locations are proposed.

**Describe the locations of sidewalks and paths that will be extended along the site frontage or through the property.\***

Sidewalks and pedestrian connections will be installed as required by the City of Spearfish and as shown on the final approved site and civil engineering plans. Pedestrian access will be provided between parking areas, building entrances, and public access points to support safe pedestrian circulation throughout the development. Sidewalk locations and connections will be coordinated with the final site design and utility layout to ensure ADA accessibility and compliance with applicable City standards.

**Identify the dimensions of the proposed building setbacks, and if they are more, less, or the same as what is required by existing zoning on the adjacent property.\***

The proposed development will comply with all setback requirements established by the approved zoning district and applicable City of Spearfish regulations. Final building setbacks are shown on the submitted site plans and will be maintained or exceeded as required. Building placement has been designed to provide adequate separation from adjacent properties while accommodating parking, landscaping, utilities, drainage facilities, and internal circulation.

**Identify the proposed building height, and if it is more, less, or the same as what is required by existing zoning on the adjacent property.\***

The proposed buildings are anticipated to be single-story commercial structures with heights consistent with typical commercial development in the area. Final building heights will be established during the design and permitting process and will comply with all applicable zoning and building code requirements. The proposed development is not anticipated to exceed the maximum building height permitted within the proposed zoning district and is expected to be compatible with surrounding commercial development patterns.

If applicable, does the proposed open space function as: (mark all that apply)

**Undeveloped space between the project and adjacent development**

☒

**Passive recreation (walking/biking paths, benches/tables)**

☐

**Active recreation (playground structures, sports courts/fields)**

☐

**Describe if any existing vegetation will be removed from the site or from the public right of way.\***

Limited vegetation removal is anticipated as part of site preparation and construction activities. Existing trees, treelines, and vegetation within building, parking, roadway, utility, drainage, and grading areas may be removed as necessary to accommodate the proposed development. Vegetation removal will be limited to areas required for construction, access, utilities, stormwater facilities, and associated site improvements. Landscaping and site restoration will be completed in accordance with approved site plans and applicable City of Spearfish requirements.

**If your project promotes or supports Black Hills State University by offering services, programs, facilities, housing, or other benefits to the University, describe what is being provided.\***

The proposed development may support Black Hills State University by providing healthcare, wellness, and pet care services to students, faculty, staff, and visitors. The project is expected to create employment opportunities and may offer internships, clinical experiences, workforce development opportunities, and partnerships with university programs where appropriate. The development will expand the availability of professional services within the Spearfish community and enhance amenities available to the university population.

**Describe any affordable housing goals that could be met by your project.\***

The proposed development includes four affordable workforce housing units intended for employees of the businesses located on the property. The homes will be permanent residential structures constructed on concrete foundations and designed in compliance with applicable building codes. By providing attainable workforce housing in conjunction with local employment opportunities, the project supports community goals related to housing availability, workforce development, and economic growth.



Describe any other features of your project not addressed above that contribute to the overall well-being and development of the community.\*

The project will create employment opportunities, provide four affordable workforce housing units, expand access to healthcare and pet care services, and contribute to the continued economic growth and development of Spearfish.

---

## Acknowledgement

**Applicant Signature\***

 Richard Clayton  
Jun 13, 2026

**Date\***

06/13/2026



## Agenda Item Report

### Community Development

Item # 10.B.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Community Development

**Request:**

Hold a public hearing for a final plat located within the Extra Territorial Jurisdiction dividing 142.51 acres into 2 residential lots.

**Background Information:**

This is a minor final plat application located at 500 Thoen Stone Road. The property is currently developed with two single-family residences and multiple outbuildings. The proposed subdivision subdivides the 142.51-acre property into two lots: Lot A ~ 4.70 acres and Lot B ~ 137.72 acres.

A variance to the dedication of right-of-way was requested by the applicant, and approved by the Planning Commission on August 20, 2024, on the condition that a conservation easement be placed on the property. The applicant satisfied the requirement of the variance by recording the conservation easement, and the attached plat was submitted for approval. The proposed subdivision boundaries do not meet the setback requirements of the Lawrence County zoning designation, Park Forest. The Planning and Zoning Director for Lawrence County, Amber Vogt, determined that the boundary was acceptable and that the structures would be considered legal non-conforming with regard to the required setbacks.

The Planning Commission reviewed the proposed subdivision on July 7th and voted 4-2 to recommend approval of the final plat. Commissioners Moths and Wilde voted against the approval. Commissioner Moths continued his position against the original variance from the dedication of the right-of-way, which he also opposed at the preliminary plat.

**Fiscal Impact:** N/A.

**Recommended City Council Action:** Approve

**Staff Contact Information:**

Vasiliki Pistoftzian, 605-717-2512, [v.pistoftzian@spearfish.gov](mailto:v.pistoftzian@spearfish.gov)

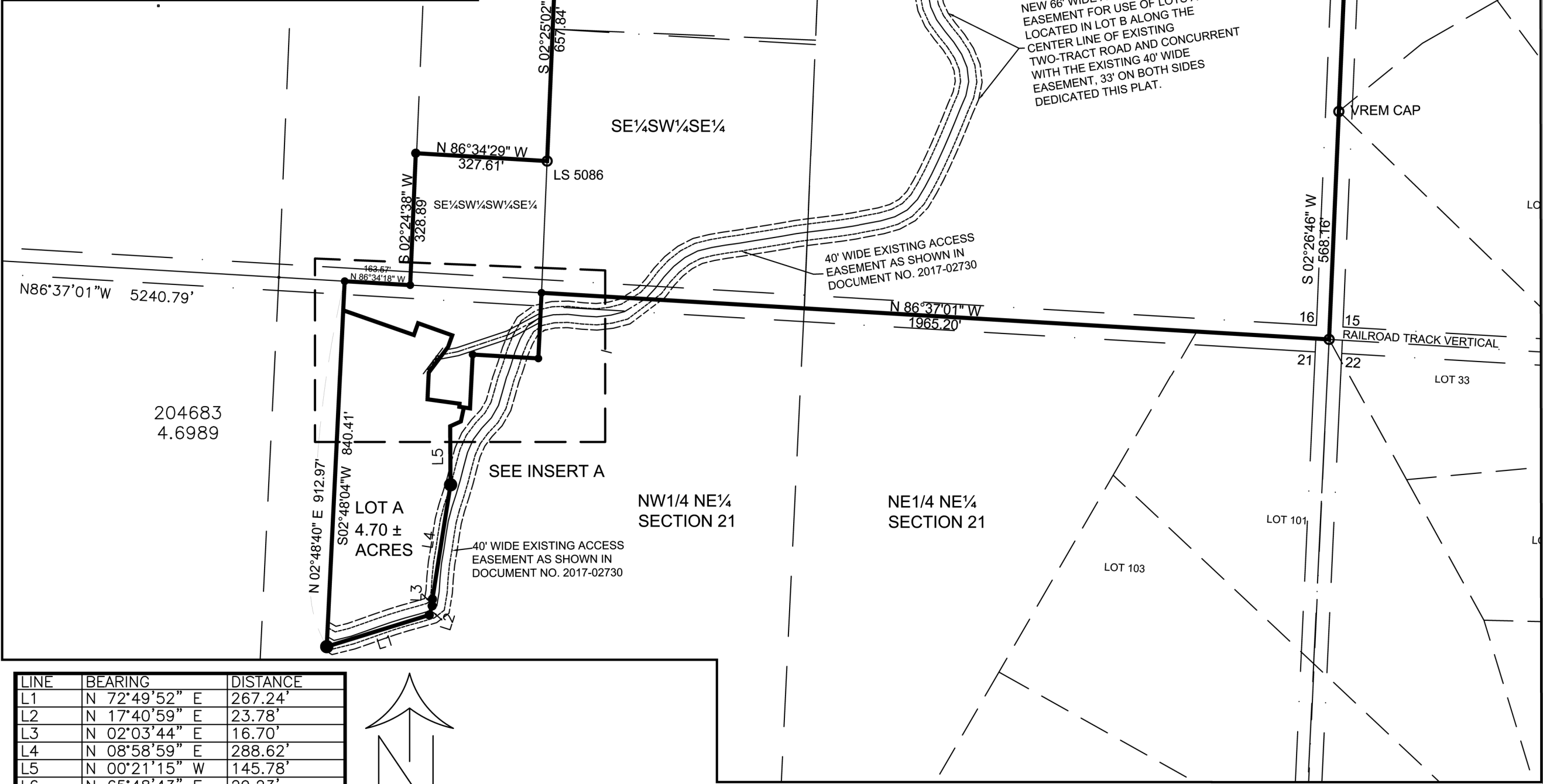
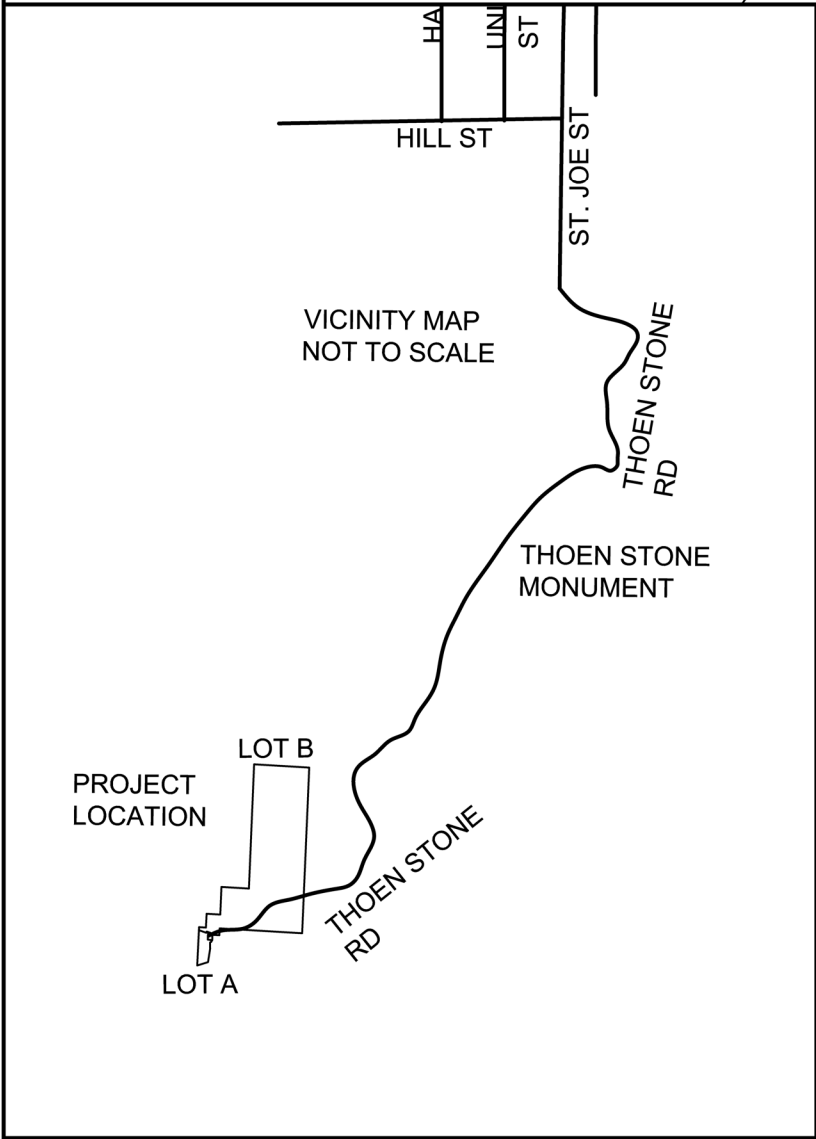
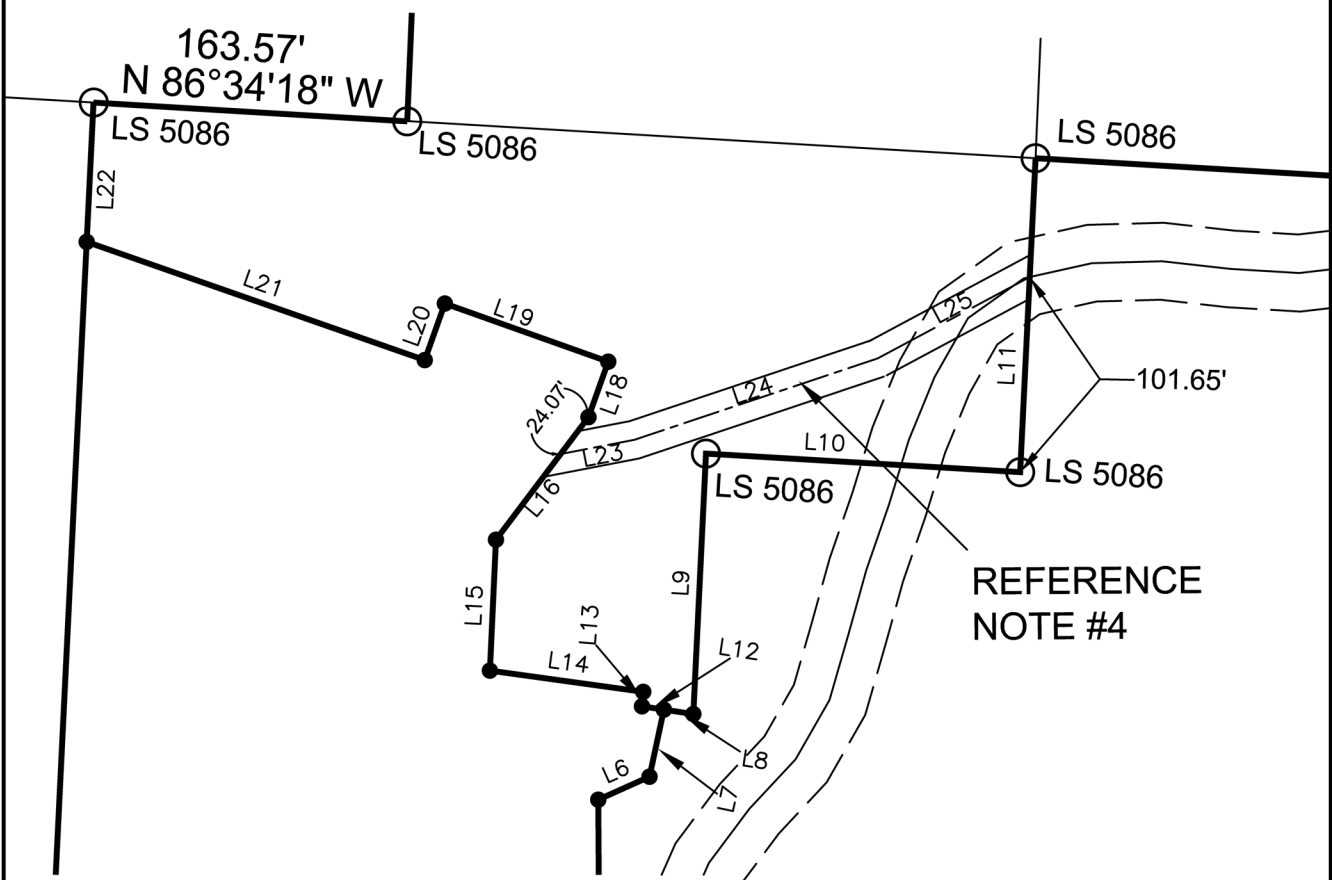
**Attachments:**

1. Plat

2. Farm/Ranch Conservation Easement
3. Staff Report

PLAT OF LOT A AND LOT B OF THE OAK HILLS SUBDIVISION  
LOCATED IN THE NW1/4NE1/4 OF SECTION 21; SE¼NE¼ , E½SE¼ , SE¼SW¼SE¼, S½NE¼SW¼SE¼, SE¼SW¼SW¼SE¼,  
LOCATED IN SECTION 16, ALL LOCATED IN T6N, R2E, B.H.M. LAWRENCE COUNTY, SOUTH DAKOTA

INSERT A  
SCALE 1"=100'



| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 72°49'52" E | 267.24'  |
| L2   | N 17°40'59" E | 23.78'   |
| L3   | N 02°03'44" E | 16.70'   |
| L4   | N 08°58'59" E | 288.62'  |
| L5   | N 00°21'15" W | 145.78'  |
| L6   | N 65°48'43" E | 29.23'   |
| L7   | N 12°06'47" E | 35.69'   |
| L8   | S 81°28'09" E | 15.49'   |
| L9   | N 02°46'58" E | 135.69'  |
| L10  | S 86°37'32" E | 163.79'  |
| L11  | N 02°48'36" E | 163.55'  |
| L12  | N 81°28'09" W | 11.53'   |
| L13  | N 04°53'57" E | 7.58'    |
| L14  | N 82°07'20" W | 80.56'   |
| L15  | N 02°35'26" E | 68.19'   |
| L16  | N 37°02'34" E | 79.73'   |
| L17  | N 00°00'00" E | 00.00'   |
| L18  | N 19°44'08" E | 30.66'   |
| L19  | N 70°24'58" W | 90.25'   |
| L20  | S 19°35'02" W | 31.23'   |
| L21  | N 70°43'21" W | 186.39'  |
| L22  | N 02°48'04" E | 72.56'   |
| L23  | N 79°04'57" E | 70.30'   |
| L24  | N 71°29'58" E | 133.48'  |
| L25  | N 61°50'44" E | 89.73'   |

- NOTES:
- TOTAL AREA THIS PLAT: 142.51 ACRES±.  
TOTAL LOT AREA THIS PLAT: 142.51 ACRES±.  
TOTAL AREA R-O-W THIS PLAT: 0.00 ACRES±.
  - A 5' UTILITY EASEMENT IS HEREBY DEDICATED ALONG THE INTERIOR OF ALL LOT LINES.
  - THE SUBJECT PROPERTY HAS A PORTION IN FLOOD ZONE "A" AN UNSTUDIED AREA PER FEMA PANEL 46081 C 0176F DATED APRIL 17, 2012. A PORTION OF THE THE FLOOD PLAIN IS SHOWN ON OR ACROSS LOT B LOCATED IN THE SE1/4 NE1/4. DUE TO THE CONSTANT MOVEMENT OF FLOODWAY DETERMINATION IT IS NOT SHOWN ON THE FINAL PLAT, BUT SHOULD BE REFERENCED IN THE FUTURE IF PLANS ARE SUCH THAT CONSTRUCTION IS NEEDED IN THAT PORTION OF LOT B.
  - THE 20' PRIVATE ACCESS EASEMENT CREATED HERON IS FOR THE BENEFIT OF LOT A.
  - BASIS OF BEARING—SOUTH DAKOTA STATE PLANE NORTH & NAD83(2011).
  - LOTS ARE PART OF A CONSERVATION EASEMENT DOC #2025-00966.



- LEGEND:
- FOUND MONUMENT AS NOTED
  - SET PIN AND CAP LS11918

PREPARED BY: SHEET 1 OF 2

Project: ANI-22-175  
Date: JAN 20, 2026  
Rev: JUNE 10, 2026  
Surveyed by: JM  
Prepared by: JM

All Aspects INC.  
1955 Maitland Rd.  
Spearfish, SD 57783  
605-490-2944  
limboPLSA@GMAIL.COM

PLAT OF LOT A AND LOT B OF THE OAK HILLS SUBDIVISION  
LOCATED IN THE NW1/4NE1/4 OF SECTION 21; SE¼NE¼ , E½SE¼ , SE¼SW¼SE¼, S½NE¼SW¼SE¼, SE¼SW¼SW¼SE¼,  
LOCATED IN SECTION 16, ALL LOCATED IN T6N, R2E, B.H.M. LAWRENCE COUNTY, SOUTH DAKOTA

SURVEYOR’S CERTIFICATE

I, BRADLEY LIMBO, A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA, ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, CERTIFY TO THE OWNER(S), THAT AT THE REQUEST OF SAID OWNER(S), THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION, ON THE GROUND TO THE NORMAL STANDARDS OF CARE OF PROFESSIONAL LAND SURVEYORS PRACTICING IN THE STATE OF SOUTH DAKOTA. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD AS PERFORMED BY ALL ASPECTS INC LAND SURVEYING.

NAME RLS # 11918 DATE

CERTIFICATE STREET/ROAD AUTHORITY

APPROVAL OF THE ACCESS, IF ANY, TO AN ABUTTING POLITICAL SUBDIVISION HIGHWAY OR STREET:

HIGHWAY OR STREET AUTHORITY DATE

OWNER’S CERTIFICATE

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
WE, GUIDO DELLA VECCHIA AND JOHANNA MEIER DELLA VECCHIA FAMILY TRUST DATED NOVEMBER 20, 2003 DO HEREBY CERTIFY THAT I/WE ARE THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT THIS PLAT WAS MADE AT MY/OUR REQUEST AND THAT I/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: JOHANNA MEIER DELLA VECCHIA, TRUSTEE  
P.O. BOX 987 SPEARFISH, SD 57783

PURSUANT TO SDCL §11–3–12, THE COUNTY/STATE SHALL NOT BE REQUIRED TO OPEN, IMPROVE, OR MAINTAIN ANY SUCH DEDICATED RIGHT–OF–WAY, STREETS, ALLEYS, WAYS, COMMONS, OR OTHER PUBLIC GROUND SOLELY BY VIRTUE OF HAVING APPROVED A PLAT OR HAVING PARTIALLY ACCEPTED ANY SUCH DEDICATION, DONATION OR GRANT. NO CERTIFICATION, APPROVAL OR ENDORSEMENT CONTAINED HEREIN SHALL BE CONSTRUED AS ACCEPTANCE OF ANY PUBLIC RIGHT–OF–WAY, DEDICATED STREET, ALLEY, OR ROAD DEPICTED OR DESCRIBED HEREIN, AS PART OF THE STATE OR LAWRENCE COUNTY HIGHWAY SYSTEM.

CERTIFICATE OF COUNTY TREASURER

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
I, DEBORAH TRIDLE, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT THE TAXES WHICH ARE LIENS UPON THE LANDS PLATTED HEREON AS SHOWN BY THE RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID.

COUNTY TREASURER DATE

ACKNOWLEDGMENT 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:

OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
I, BRETT RUNGE, 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

OFFICE OF ADMINISTRATIVE OFFICIAL

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE CITY OF SPEARFISH  
THIS PLAT IS APPROVED BY THE ADMINISTRATIVE OFFICIAL ON THIS DAY OF, 2019 IN ACCORDANCE WITH THE ADMINISTRATIVE APPROVAL AUTHORITY GRANTED IN CITY OF SPEARFISH RESOLUTION 2018–23.

ADMINISTRATIVE OFFICIAL

FINANCE OFFICER

OFFICE OF THE REGISTER OF DEEDS

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
FILED FOR RECORD THIS DAY OF, 20,AT O’CLOCK,.M., AND RECORDED IN DOC.

LAWRENCE COUNTY REGISTER OF DEEDS

FEE:\$

|                    |  |                                                                                                     |  |
|--------------------|--|-----------------------------------------------------------------------------------------------------|--|
| PREPARED BY:       |  | SHEET 2 OF 2                                                                                        |  |
| <div></div>        |  |                                                                                                     |  |
| Project: AN–22–175 |  | All Aspects INC.<br>1955 Maitland Rd.<br>Spearfish SD 57783<br>605–490–2944<br>LimboPLSAN@GMAIL.COM |  |
| Date: JAN 20, 2026 |  |                                                                                                     |  |
| Rev:JUNE 10, 2026  |  |                                                                                                     |  |
| Surveyed by: JM    |  |                                                                                                     |  |
| Prepared by: JM    |  |                                                                                                     |  |

Prepared by:  
Stacy R. Hegge  
GUNDERSON, PALMER, NELSON & ASHMORE, LLP  
111 West Capitol Ave., Suite 230  
Pierre, South Dakota 57501  
Tel. (605) 494-0105  
For: South Dakota Agricultural Land Trust



Doc #: 2025-00966  
Date: 3/17/2025 10:28:41 AM  
Davida D. Hansen  
Lawrence County Register of Deeds  
Fee: \$ 30.00

## **FARM/RANCH CONSERVATION EASEMENT**

This CONSERVATION EASEMENT (hereinafter "Easement" or "Conservation Easement") on approximately 144 acres of real property in Lawrence County, South Dakota as described in *EXHIBIT A*, hereafter referred to as "the Protected Property," is for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses; executed this 26 day of February, 2025, by and between Johanna Meier Della Vecchia, Trustee, or her successor in trust, under the Guido Della Vecchia and Johanna Meier Della Vecchia Family Trust U/D/T November 20, 2003, and any amendments thereto, and her successors and assigns (hereinafter "Grantor") and The South Dakota Agricultural Land Trust, Incorporated (hereinafter "Grantee"), a South Dakota nonprofit association, with its principal office located at 116 North Euclid, Pierre, SD 57501 who acknowledge that the Easement is acquired by the Grantee to protect the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses on the Protected Property.

The Grantee shall have the primary responsibility for management and enforcement of the terms of this Conservation Easement.

### **RECITALS:**

**WHEREAS**, the Grantor owns in fee simple approximately 144 acres of real property in Lawrence County, South Dakota as described in the attached *EXHIBIT "A"* (herein referred to as the "Protected Property"), which possesses agricultural, aesthetic, historical, and ecological value in its present condition; and

**WHEREAS**, Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, dated 1-21-22, a copy of which is maintained in the files of the Grantee and incorporated herein by reference.

**WHEREAS**, the Protected Property includes open grassland, which is agriculturally productive and an important part of the agricultural landscape in Lawrence County, providing grasslands for haying, grazing and livestock production; and



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**WHEREAS**, the Protected Property provides key habitat for wildlife and includes important migration pathways and water resources; and

**WHEREAS**, the Protected Property provides scenic open spaces visible from many parts of Spearfish, South Dakota, and surrounding areas; and

**WHEREAS**, all of the above constitute the Conservation Values of the Protected Property; and

**WHEREAS**, the Grantor desires to conserve the Conservation Values and present status of the Protected Property by conveyance to Grantee of this Easement for the purpose of conserving the present status and Conservation Values of the Protected Property and to prevent the use or development of the Protected Property for any purpose or in any manner which would conflict with the maintenance of the Protected Property in the present condition for both this and all future generations except as explicitly provided for herein; and

**WHEREAS**, the Parties hereto recognize the agricultural, natural, historic, and scenic character of the Protected Property, and the significant development pressure on the Protected Property given its proximity to the City of Spearfish, and the Parties hereto have the common purpose of conserving the aforesaid Conservation Values of the Protected Property (hereinafter "Conservation Purposes"); and

**WHEREAS**, the Grantee wishes to accept the Easement as provided in South Dakota Codified Law Chapter 1-19B; and

**WHEREAS**, the Conservation Purposes of this Easement are recognized by, and this Easement will serve, at least and without limitation, the following clearly delineated governmental conservation statutes, policies, and programs:

- The policy of the State of South Dakota to conserve any valuable resources for future generations, which the South Dakota Legislature has memorialized through various conservation-related statutes;
- The Western Governors' Association Policy Resolution 05-19 supporting "voluntary incentive-based methods for preserving open space, maintaining land and water for agricultural and timber production, wildlife, and other values;" and

**WHEREAS**, the Grantee has, among its purposes, the preservation of land providing open space, agricultural productivity, wildlife habitat, historical sites, and scenic qualities to ensure its continuing availability for these uses; and

**WHEREAS**, the Grantee is a publicly supported tax exempt not-for-profit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The Grantee is therefore qualified under Section 170(h) of the Code and possesses the authority to acquire a Conservation Easement under South Dakota Codified Law Chapter 1-19B ("State Statute"); and



**WHEREAS**, the Grantor is the sole owner of the fee simple interest in the Protected Property; and

**NOW, THEREFORE**, for and in consideration of One Dollar (\$1.00), the mutual intentions expressed in the foregoing recitals, the mutual covenants, terms, conditions and restrictions herein contained and other good and valuable consideration, Grantor voluntarily grants and conveys to the Grantee, and Grantee voluntarily accepts, a perpetual Conservation Easement, an immediately vested interest in real property defined by State Statute and of the nature and character described in this Easement, exclusively for the purpose of conserving and forever maintaining the Conservation Purposes of the Protected Property. Furthermore, Grantor and Grantee hereto agree as follows:

## **ARTICLE I**

### **Grant of Easement**

Grantor, for itself, its current and future principals, officers, invitees, beneficiaries, successors and assigns (collectively, "Grantor"), hereby irrevocably grants, transfers and conveys to Grantee, its successors and assigns, this Easement encumbering the Protected Property in perpetuity as authorized by and subject to all pertinent provisions of the Code and State Statute. This Easement conveyance is a sale from Grantor to the Grantee.

## **ARTICLE II**

### **Covenants Relating to the Protected Property**

Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it was previously acquired as separate parcels, it shall be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement shall apply to the Protected Property as a whole.

Subject to the Grantor Reserved Rights in Article III, all activities that are inconsistent with the Conservation Purposes of this Easement are prohibited. Grantee shall carefully document any such alleged inconsistencies. Additionally, Grantor covenants and binds the Protected Property in perpetuity, such covenants to run with the Protected Property. The terms and conditions of the Easement run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them must comply with all terms and conditions of this Easement, including the following:

- A. Limitation on Impervious Surfaces:** Impervious surfaces will not exceed 2 percent of the Protected Property, excluding Grantee-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property; including, but not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this Easement. For the purposes of this Paragraph A, a gravel surface shall not constitute an impervious surface.





**B. Limitations on Nonagricultural Uses:** Subject to the Grantor Reserved Rights in Article III, any activities inconsistent with the purposes of this Easement are prohibited. The following activities are inconsistent with the purposes of the Easement and are specifically prohibited, subject to the qualifications stated below:

**1. Subdivision:**

- a) It is Grantor's and Grantee's shared intention to maintain the Property under unified ownership. Except as permitted by subparagraph 1.b) and 1.c) below, separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property, including but not limited to condominium interests, time-sharing, and the partition of undivided interests or subdivision by any judicial or non-judicial foreclosure or tax sale, and any other act which Grantee reasonably believes is intended to circumvent the requirements of this provision, is prohibited. After notice to and approval by Grantee, subdivision shall not be deemed to include the creation of separate tax parcels with the county treasurer for purposes unrelated to the transfer of the title or subdivision of the Protected Property, such as for insurance purposes or for purposes of obtaining approvals regarding reserved rights permitted in this Easement. The existence or creation of separate tax parcels for the Protected Property shall not permit separate ownership or the separate tax parcels except to the extent the tax parcels coincide with subdivision of the Protected Property otherwise permitted by or approved pursuant to this paragraph. Notwithstanding the foregoing, subdivision of the Protected Property is permissible when necessary to comply with State or local regulations explicitly requiring subdivision to construct residences for employees working on the Protected Property.
- b) **Agricultural Reconstitution and Minor Boundary Line Adjustments:** Notwithstanding anything to the contrary contained in this paragraph, the Grantee, in its sole and separate discretion, may approve a division of a portion of the Property for purposes of a minor boundary line adjustment resulting from matters such as technical errors made in the survey or legal description. Any such division shall: (i) be approved in writing in advance by the Grantee; (ii) not result in the conveyance of any Building Envelope or portion thereof; (iii) ensure that the divided parcel remain subject to the terms of this Easement; and (iv) not increase the lot yield or development potential of the Protected Property or any adjacent properties. Any adjustment permitted pursuant to this paragraph must be approved in advance by Grantee and recorded.

There may also be limited circumstances where a division of the Protected Property may cause an increase in efficiency in agricultural operations, such as through reconciling property boundaries with natural boundaries. In such limited circumstances where the Protected Property is proposed to be conveyed to a contiguous agricultural ranching operation, the division must



be required in order to keep all farm or ranch parcels in production and viable for agriculture use, and separate conveyance of the Protected Property parcels must move land from one agricultural operation to another. The decision whether to consider and whether to approve such an additional division shall be in the sole and absolute discretion of the Grantee.

- c) For Estate Planning purposes, Grantor has determined to subdivide approximately 142.51 acres of the Protected Property into two Lots. The City of Spearfish has conditioned approval of such subdivision within the Protected Property upon the execution and recording of this Easement. Grantor thus reserves the right to so subdivide a portion of the Protected Property into Lot A and Lot B in a manner reasonably consistent with Preliminary Plat attached as EXHIBIT "B", but waives the right further to subdivide Lot A or Lot B. In addition, Grantor waives the right to subdivide the remainder of the Protected Property. The effective date of such subdivision into Lot A and Lot B may occur after the effective date of this Easement. Grantor further reserves the right to designate separate beneficiaries of the two Lots in her Estate Planning documents, and it is Grantor's specific intent that, upon the death of Johanna Meier Della Vecchia, title to each constituent Lot within the Protected Property will be distributed to a separate owner or owners (subject to this Easement).

**2. Industrial or Commercial Uses:** Industrial or commercial activities on the Protected Property are prohibited except for the following, and Reserved Rights explicitly listed under Article III:

- a) Agricultural production and related uses;
- b) The sale of excess power generated in the operation of renewable energy structures and associated equipment or other energy structures that Grantee approves in writing as being consistent with the Conservation Purposes of this Easement and provided such power generation is consistent with the other terms hereof;
- c) Commercial enterprises related to agriculture or forestry including but not limited to processing, packaging, and marketing of farm or forest products; and

**3. Construction on the Protected Property:**

- a) **Limitation on Structures and Construction Activities on the Protected Property:** Subject to the Grantor Reserved Rights in Article III, any structures and construction activities inconsistent with the Conservation Values of this Easement are prohibited. The following conditions and restrictions to structures and construction activities apply to the Protected Property:



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- 1) **Building Envelope(s):** Except as otherwise permitted in this Article II, Paragraph B.3.a), all structures and improvements within the Protected Property must be located within the Building Envelope(s), containing approximately .50 total acres and described or shown in EXHIBIT C, which is appended to and made a part of this Conservation Easement ("Building Envelopes"). There are two existing recreational cabins in the Building Envelopes, which cabins are intended for seasonal use and not as primary residences. Such cabins may be used frequently but shall not be utilized as any individual's primary domicile. Existing structures within the Building Envelopes may continue to be used, repaired, enlarged, and replaced within the Building Envelopes without permission of the Grantee. However, Grantor may not expand the size of either existing cabin to be more than twenty percent (20%) larger than the current footprint. Grantor has the right to build, maintain, repair, or replace such cabins, associated incidental outbuildings such as garages or sheds, and structures necessary for agricultural production in each Building Envelopes described on the attached EXHIBIT C, although not more than one cabin may be located within each Building Envelopes. No cabin may be constructed, enlarged, replaced or relocated outside of the Building Envelope(s). No other structures on the Protected Property, aside from the cabins, may be used for residential occupancy.

Within the Building Envelope(s), Grantor also has the right to construct, reconstruct, maintain and repair, if necessary, utilities and access roads to the residence and associated outbuildings. Any utility corridor and/or roadway must follow the least damaging feasible route with regard to or within the Protected Property.

The identified boundaries and location of the approved Building Envelope(s) may be adjusted only with prior written approval from the Grantee. The adjusted Building Envelope(s) may not be larger than the approved Building Envelope(s) and must provide equal or greater protection of the Conservation Values of the Protected Property. Following receipt of written approval to adjust the Building Envelope(s), the Grantor and Grantee shall amend this Conservation Easement to add an exhibit that describes the boundaries and locations of the adjusted Building Envelope(s).

- 2) **Agricultural Structures:** Subject to the Grantor Reserved Rights in Article III, agricultural structures and utilities to serve approved buildings or structures, including on-farm energy structures that neither individually nor collectively have an adverse impact on the Conservation Values of the Protected Property, may be located outside of the Building Envelope(s) with prior written approval of the Grantee. Notwithstanding the foregoing, loafing sheds, corrals, water lines, water tanks, and other minor agricultural structures and improvements may be constructed anywhere on the Protected Property, provided however, that



any such structures must facilitate the agricultural operations on the Protected Property, be consistent with the Conservation Purposes, and be located where they would cause the least possible disturbance.

- b) **Roads:** Grantor may construct and maintain new unpaved roads and trails, with associated culverts, bridges, water bars, and cattle guards for agricultural uses, fire breaks, fire access roads, and for access to the permitted Building Envelope(s) as long as the construction conforms with Impervious Surfaces requirements set forth in Article II, Paragraph A. and the Grantor receives the approval of the Grantee. In addition, new roads may be constructed if they are within impervious surface limits, approved in advance by Grantee, constructed in a location and manner consistent with the Conservation Purposes, and are necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

- c) **Septic Systems:** Septic or other solid waste disposal systems associated with any permitted structures on the Protected Property are allowed subject to all local, state, and federal rules and regulations.
- d) **Blinds:** Hunting and wildlife viewing blinds may be constructed anywhere on the Protected Property as long as they are consistent with the Conservation Values of this Easement, although elevated blinds and permanent blinds may only be constructed or erected with the prior written approval of Grantee.

- 4. **Granting of Easements for Utilities and Roads:** The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact the agricultural use and future viability and related Conservation Values of the Protected Property as determined by the Grantee. Grantor and Grantee acknowledge Grantor has agreed to grant to Leslie G. Turgeon and Karen R. Turgeon, as Trustees of the Leslie G. and Karen R. Turgeon Trust Dated May 1, 2017, certain access and utility easements, and Grantor and Grantee agree such easements, whether already granted or granted in the future consistent with this Paragraph, and the use thereof shall be allowed hereunder.
- 5. **Surface Alteration:** Subject to the Grantor Reserved Rights in Article III, grading, blasting, filling, sod farming, earth removal or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except as follows:

- a) Dam construction to create ponds for agricultural use, fire protection, or



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wildlife enhancement, including enhancement through wetland restoration, enhancement or creation;

- b) Erosion and sediment control pursuant to a plan approved by the Grantee;
  - c) Soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the Conservation Purposes of this Easement; or
  - d) Agricultural activities.
6. **Oil and Gas Exploration and Extraction:** Subject to the Grantor Reserved Rights in Article III, oil and gas exploration and extraction on the Protected Property is prohibited.
7. **Crop Cultivation and Grassland Uses.** Except for grazing uses, grassland restoration and conservation, and the planting of fruit trees for non-commercial uses, the cultivation or production of crops, nonperennial forages for human or domestic animal consumption, crop seed production, or planting of orchards, vineyards, berries, tree farms, or other perennial nongrassland agricultural product is prohibited on any more than ten (10) percent of the Protected Property, the agricultural uses, location, and boundaries of which must be compatible with the purpose of the Easement and be approved in advance, in writing by the Grantee. Crop cultivation is allowed provided irrigation is minimized.

Grantor or Grantor's tenant is allowed to graze, hay, harvest for hay and noncrop seed production, mow, construct fire breaks, conduct fire suppression and rehabilitation activities, and conduct common grazing practices, including cultural practices. The term "common grazing practices" means those practices customary to the region where the Protected Property is located related to livestock grazing, forage management, and maintenance of infrastructure required to conduct livestock grazing on the Protected Property. Grantor must not hay, mow, or harvest for seed during certain nesting seasons for birds whose populations are in significant decline. Determinations of birds whose populations are in significant decline, nesting seasons for such birds, and the areas of the Protected Property affected by this restriction will be set forth by the Grantee with documentation from South Dakota Department of Game, Fish and Parks and/or the United States Fish and Wildlife Service.

**C. Other Conditions and Restrictions:** The following added conditions and restrictions apply to the use and enjoyment of the Protected Property:

1. **Access:** There shall be no public access to the Protected Property without the prior consent of Grantor, subject to the provisions of Article III, below. It is Grantor's specific intent that public use of the Protected Property be limited to reasonable educational access consented to in writing by Grantor in advance, pursuant to the



provisions of Article III, below. "Public" shall not include Grantor, Grantee, or guests and invitees of Grantee subject to Grantor's approval per Article III, below. Grantor hereby gives consent to Grantee and its designated agents (a) to make an annual inspection of the Protected Property and (b) such other inspections as may be reasonably necessary to confirm the status of the Protected Property in the event Grantee has reasonable cause based on reliable information to believe there has been a violation of this Easement. In no event shall Grantee or its agents access the Protected Property without prior reasonable notice to Grantor. Unless otherwise agreed by Grantor and Grantee "reasonable notice" shall be at least ten (10) days. Grantee shall have no right to limit the access of Grantor or any guest or invitee, licensee or tenant of Grantor or any parties who shall farm or ranch the Protected Property as tenants.

2. **Development:** There shall be no development of the Protected Property for industrial, commercial or residential purposes, including but not limited to: buildings, billboards, telecommunications towers, motocross tracks, recreation trails, golf courses, commercial wind turbines, power lines, mobile homes, mining, and/or water development for sale or transport off-site, and oil or gas development, except as provided for in this Easement.
3. **New Roads:** The Grantor shall not construct any new roads except in conformance with and provided for in Article II, Paragraph B.3.b).
4. **Water Rights:** There shall be no transfer, sale, lease, or other separation of water rights from the Protected Property.
5. **Commercial Wind and Solar Power Generation:** The construction of commercial wind and solar energy generation facilities are prohibited anywhere on the Protected Property, except in conformance with the requirements in Article III, Paragraph A.3.
6. **Noxious and Detrimental Species:** The Grantor will not knowingly introduce into the Protected Property any plant species designated as noxious or detrimental to wildlife by local, state, federal or wildlife agencies.
7. **Commercial Feed Lot:** The Grantor shall not establish or maintain any commercial feedlot on the Protected Property. For the purposes of this Easement, a commercial feed lot shall be defined as a permanently constructed, confined area or facility within which the land is not grazed or cropped annually, for purposes of engaging in the business of the reception and feeding of livestock. Nothing in this Paragraph shall prevent Grantor from seasonally confining livestock into an area for feeding consistent with historical practices.
8. **Dumping and Deposit of Hazardous Waste:** No trash, debris, and other non-compostable refuse may be dumped or otherwise disposed of on the Protected Property, except livestock manure associated with normal agricultural activities, and permitted by applicable state and federal laws. If the Grantor becomes aware



of any accidental, illegal, or other placement or spilling of hazardous substances or waste or toxic materials, including oil and petroleum products, on the Protected Property, the Grantor shall notify the Grantee on a timely basis.

9. **Timber Harvesting:** The Grantor shall not harvest timber on the Protected Property except as specifically allowed in Article III, Paragraph A.2.
10. **Signage:** The Grantor shall not construct, maintain, or erect any commercial signs or billboards on the Protected Property. One or more signs not to exceed 5 feet by 9 feet each may, however, be displayed to state the name of the owner of the Protected Property and that the property is protected by this Easement, to prohibit any unauthorized entry or use, to advertise for the sale of the Protected Property or goods, services, and recreational opportunities produced on the Protected Property, or for other purposes reasonably related to the allowed use of the Protected Property.
11. **Sand, Gravel and Minerals:** No commercial mining or removal of sand, gravel and minerals (including uranium) is allowed.

### **ARTICLE III**

#### **Grantor Reserved Rights**

Except as expressly limited by this Easement, Grantor reserves for itself, its heirs, devisees, successors, assigns, invitees, licensees, tenants, and guests all rights of an owner of the Protected Property, including the right to use it for all purposes consistent with this Easement. Permitted uses of the Protected Property include but are not limited to the following activities, subject to the qualifications stated below:

- A. **Preserving Agricultural Uses:** The provisions of this Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations do not violate State or Federal laws, including Federal drug laws. No uses will be allowed that decrease the Easement's protection for the agricultural use and future viability, and related conservation values of the Protected Property. Allowed uses of the Protected Property include the specific uses allowed in Article II and the following activities, subject to the qualifications stated below:
  1. **Agricultural Production:** The production, processing, and marketing of agricultural crops and livestock is allowed, including the growing of GMO crops.
  2. **Forest Management and Timber Harvest:** Forest management and timber harvesting is allowed, provided it is carried out to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property.

A forest management plan will not be required for the following allowed noncommercial activities: (i) cutting of trees for the construction of allowed roads,



utilities, buildings and structures on the Protected Property, (ii) cutting of trees for trail clearing, (iii) cutting of trees for domestic use as firewood or for other domestic uses by Grantors, (iv) removal of trees posing an imminent hazard to the health or safety of persons or livestock, including removal of dead, diseased, dying, and downed trees to maintain roads, trails and fence lines, or (v) removal of invasive species (including but not limited to the mountain pine beetle).

**3. On-Farm Energy Production:** Renewable energy production other than wind turbines is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Wind turbines and commercial solar panels are specifically prohibited (however, private solar panels to produce energy for the agricultural and residential needs of the Protected Property are allowed). Renewable energy sources must be built and maintained safely and within impervious surface limits, with minimum visual impact (meaning that the source is built in the least visibly intrusive, prominent, and noticeable manner possible, even if such manner is costlier than other options), with minimal impact on the Conservation Values of the Protected Property. Such renewable energy production shall be specifically designed to minimize impact on the wildlife utilizing the Protected Property. Grantor may also continue to harvest and burn wood for the purposes of heating the cabins.

**4. Grassland Uses of the Protected Property:** Grantor or Grantor's tenant is allowed to graze, hay, harvest for hay and non-crop seed production, mow, construct fire breaks, conduct fire pre-suppression and rehabilitation activities, and conduct common grazing practices, including cultural practices, consistent with the provisions and conservation purposes of this Easement. The term "common grazing practices" means those practices customary to the region where the Protected Property is located related to livestock grazing, forage management, and maintenance of infrastructure required to conduct livestock grazing on the Protected Property. Grantor must not hay, mow, or harvest for seed during certain nesting seasons for birds whose populations are in significant decline. Determinations of nesting seasons for birds whose populations are in significant decline and the areas of the property affected by this restriction will be set forth by the Grantee with documentation from South Dakota Department of Game, Fish and Parks and/or the United States Fish and Wildlife Service.

**B. Other Allowed Uses By Grantor:** Other uses may be allowed if they do not harm the agricultural uses, future viability and related Conservation Values of the Protected Property, and are consistent with the purposes of this Easement including but not limited to the following:

**1. Non-developed and Non-Consumptive Recreation and Educational Activities by Grantor:** Recreational and educational activities that are both non-developed and non-consumptive are permitted if they do not negatively affect the soils and the agricultural operations, grassland, grazing uses and related Conservation Values, and are consistent with the Conservation Purposes of this Easement. The following uses are expressly permitted:





- a) **Hunting:** Hunting, fishing, and trapping is only permitted on the Protected Property if it is engaged in by Johanna Meier Della Vecchia or individuals specifically designated in writing by Johanna Meier Della Vecchia, and is exercised in a manner consistent with state and federal laws and regulations.
  - b) **Horseback Riding:** Horseback riding is only permitted on the Protected Property if it is engaged in by Johanna Meier Della Vecchia or individuals specifically designated in writing by Johanna Meier Della Vecchia, and is exercised in a manner consistent with state and federal laws and regulations.
  - c) **Hiking:** Hiking is only permitted on the Protected Property if it is engaged in by Johanna Meier Della Vecchia or individuals specifically designated in writing by Johanna Meier Della Vecchia, and is exercised in a manner consistent with state and federal laws and regulations.
  - d) **Tent Camping:** Tent camping anywhere on the Protected Property is only permitted on the Protected Property if it is engaged in by Johanna Meier Della Vecchia or individuals specifically designated in writing by Johanna Meier Della Vecchia, and is exercised in a manner consistent with state and federal laws and regulations.
2. **Fences:** Fences may be maintained, modified and replaced, and new fences installed as needed for agricultural operations without permission. Localized fences may be constructed as needed to control drifting snow without permission from the Grantee. Big game proof fences may only be constructed around haystacks to protect them from depredation, within Building Envelopes, near agricultural structures as set forth in Article II, Paragraph B.3.a)2), or in areas for the establishment or restoration of wildlife habitat.
3. **Agricultural Structures and Improvements:** Subject to the Grantor Reserved Rights in Article III, all major existing agricultural buildings and agricultural structures located within the Protected Property may be used for agricultural purposes and be repaired, reasonably enlarged and replaced without further permission of the Grantee. For the purposes of this Easement, an "agricultural structure" is defined as any barns, loafing sheds, outbuildings, shelters, mews, stables, coops, corrals, water lines, water tanks, and any other structure intended for or related to reasonable agricultural use. Agricultural structures and improvements may be constructed anywhere on the Protected Property, subject to the limitations in Article II, Paragraph B, provided however, that any such agricultural structures shall be located where they would cause the least possible disturbance.
4. **Water Resources:** In accordance with applicable laws and regulations, and subject to the restrictions in Article II, Paragraphs C.2. and 4., the Grantor may maintain, enhance and develop any new or existing water resources which may include but are not limited to wells, windmills, buried water pipelines, irrigation, stock tanks and stock ponds on the Protected Property for permitted agricultural



activities, domestic needs, fish and wildlife uses, and private recreation. No permanent changes in the Fish Hatchery Canyon watershed shall be accomplished without prior consultation with the D.C. Booth National Fish Hatchery.

5. **Brush Piles:** Grantor may place tree stumps, logs, and brush originating from the Protected Property in piles for burning, decay, or disposal, and may burn the same provided proper permits are obtained.
6. **Habitat Improvement Projects:** Subject to other provisions of this Easement, the Grantor reserves the right to undertake habitat improvement projects subject to a plan approved by the Grantee, which will enhance terrestrial and/or aquatic wildlife habitat. All such activities shall be undertaken in order to protect the Conservation Purposes of the Protected Property.
7. **Livestock Manure:** Livestock manure may be spread on the Protected Property, in accordance with local, state, and federal rules and regulations.
8. **Agrichemicals and Biological Controls:** The Grantor may use agrichemicals and biological controls, including but not limited to insects, fertilizers, biocides, herbicides, pesticides, insecticides and rodenticides, but only in accordance with all applicable laws and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable ranching and farming objectives and/or to improve wildlife habitat. The use of such agents shall be conducted in such a manner as to minimize any adverse effect upon the Conservation Values of the Protected Property and to avoid any impairment of the natural ecosystems and their processes.
9. **New Roads:** Grantor may construct and maintain new unpaved roads and trails, with associated culverts, bridges, water bars, and cattle guards for agricultural uses, fire breaks, fire access roads, and for access to the permitted Building Envelopes, Article II, Paragraph B.3.a)1), with approval of the Grantee and as long as new roads are constructed within the impervious surface limits set forth in this Easement.
10. **Agritourism:** Low impact Agritourism activities are permitted, including but not limited to wildlife viewing and any other educational activities which do not have an adverse effect on the agricultural operations, grassland, grazing uses, and related conservation values, and are consistent with the purpose of this Easement.
11. **Installation of Utilities:** Subject to Article II, Paragraph B.4., Grantor may install utilities for serving those uses permitted on the Protected Property by the terms of this Easement. To the extent practicable, such utilities shall follow the least damaging feasible route with regard to or within the Protected Property.
12. **Erosion Control:** Subject to local, state, and federal rules, regulations, and permits, Grantor may take measures to control erosion and prevent head-cutting of streams, including stream bank stabilization and the construction of erosion control



structures and small dams. A written plan to implement erosion control measures must be submitted to and approved by the Grantee prior to any action being taken.

13. **Restoration of Cropland to Grassland:** Cropland may be restored to grassland for livestock grazing, hay production, and/or wildlife habitat provided high quality, weed-free seed is used consisting of native grass and forbs, or alfalfa or other forage crops appropriate for the region.
14. **Off-Road Vehicle Use:** The Grantor may utilize recreational or other vehicles for off-road non recreational use, including but not limited to property management, timber management, livestock management, fire suppression, emergency access, retrieval of game animals, or other activities required in the day to day operation of the Protected Property. Grantor will exercise reasonable effort and care to minimize damage to the natural landscape and the natural resources of the Protected Property.
15. **Agricultural Leasing:** The Grantor has the right to lease any allowed agricultural use on the Protected Property to another person or entity, subject to the terms of this Easement.
16. **Residual Rights:** Except as limited by this Easement, the Grantor may exercise and enjoy any and all property rights as owner of the Protected Property, including the right to use the Protected Property for any purpose consistent with this Easement.

## ARTICLE IV

### Protection of Grantee Interests

- A. **Grantee Right of Enforcement.** The Grantee is granted the right of enforcement that it may exercise the terms of the Easement. In the event the Grantee exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. The Grantee will annually monitor compliance and retain an annual monitoring report that documents that the Grantor is in compliance with the Easement.
- B. **Amendment:** This Easement may be amended only if, in the sole and exclusive judgment of the Grantee, such amendment is consistent with the purposes of this Easement and complies with all applicable laws and regulations. Prior to the signing and recordation of any amended Easement, such amendments must be mutually agreed upon by the Grantee and Grantor.
- C. **Environmental Warranty:** Grantor warrants that they are in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that they have no actual knowledge of an undisclosed release or threatened release



of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Furthermore, Grantor warrants the information disclosed to Grantee regarding any past violations or non-compliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Grantor hereby promises to hold harmless and indemnify Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation will not be affected by any authorizations provided by Grantee to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

"Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

**D. Extinguishment, Termination and Condemnation:** The interests and rights under this Easement may only be extinguished or terminated with written approval of the Grantee as authorized by any provision of law in effect at the time such release is requested.

**E. General Disclaimer and Grantor Warranty:** The Grantee, its employees, agents, and assigns disclaim and will not be held responsible for Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without



limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the Grantee may be subject or incur relating to the Protected Property.

Grantor must indemnify and hold harmless the Grantee, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the Grantee may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this Easement or violations of any Federal, State, or local laws, including all Environmental Laws.

## **ARTICLE V**

### **General Provisions**

**A. Enforcement:** The Grantee may enforce this Easement in law or in equity against Grantor, its officers, principals, successors, assigns, licensees, tenants and permittees. If there is a violation of any of the provisions of this Easement, the Grantee shall have the right to notify the Grantor, which shall promptly cure the violation by:

1. Ceasing the violation; or
2. Restoring the Protected Property to its condition before the violation; or
3. Both, as the case may be.

If the violation continues, the Grantee shall have the right, but not the obligation, to pursue legal actions or proceedings at law or in equity to cause such violation to be cured. However, prior to any legal action, Grantee shall in good faith attempt to mediate the issue with Grantor. Grantor shall reimburse the Grantee for all expenses incurred, including legal fees whether in or out of court and all other related or incidental costs of proceedings, legal or otherwise, brought to cure an alleged violation of this Easement or to collect such reimbursement. Failure to enforce any restriction or covenant herein contained shall in no way be deemed a waiver of a right to do so thereafter as to the same violation or breach or as one occurring prior or subsequent thereto. The Grantee shall resolve violations within 60 days of their discovery.

Notwithstanding anything herein to the contrary, Grantor agrees and acknowledges that it has no legal right or claim whatsoever arising against Grantee in the event that Grantee in the future does not enforce any restriction in the Easement or elects to become released from the Easement.

**B. Baseline Documentation Report:** The Grantor and Grantee agree that the present status of the agricultural, historic, scientific, ecological and natural condition of the Protected



Property at the date this Easement becomes effective, shall be evidenced by reports, photographs, maps and scientific documentation possessed at the present time. Said evidences of the condition of the Protected Property are referred to collectively as the Baseline Documentation Report, which has been signed and acknowledged by the Grantor and representatives of Grantee, is on file with Grantee, and is incorporated herein by reference.

- C. Title Warranty:** Grantor warrants that it has good title to the Protected Property; that the Grantor has the right to convey this Easement, and that the Protected Property is free and clear of any encumbrances.
- D. Rights of South Dakota Conservation Easements:** This Easement is consistent and in compliance of conservation easements as permitted and authorized by SDCL chapter 1-19B and was acquired in part with grant funds provided by the South Dakota Agricultural Land Trust and will be managed for the purposes set out in the grant, in accordance with applicable State law. The Protected Property may not be sold, leased, transferred, exchanged, mortgaged or encumbered in any manner, or used for purposes inconsistent with the grant without prior written notification to the South Dakota Agricultural Land Trust, 116 North Euclid, Pierre, SD 57501.
- E. Responsibilities of Grantor and Grantee Not Affected:** Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Protected Property. Among other things, this shall apply to:
- 1. Taxes:** Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Protected Property, Grantor will reimburse Grantee for the same.
  - 2. Upkeep and Maintenance:** Grantor shall continue to be solely responsible for the upkeep and maintenance of the Protected Property, to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of the Protected Property.
  - 3. Liability and Indemnification:** Grantor shall indemnify and hold harmless Grantee, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantee may be subject or incur relating to the Protected Property, which may arise from Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws.



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4. **Recording/Fees:** Promptly following its execution by Grantor and Grantee, Grantor shall record the Easement with the County Registrar of Deeds and pay any fees associated with such recording. Notwithstanding the foregoing, the Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement; for such purpose, the Grantor appoints the Grantee as Grantor's attorney-in-fact to execute, acknowledge and deliver any necessary instrument on Grantor's behalf. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.
- F. **Monitoring:** It is the obligation of both Grantor and Grantee to monitor the Protected Property so as to keep all agricultural lands, grasslands, springs, creeks, ponds, wooded areas and other natural conditions in the state and condition as they exist at the date hereof, and in accordance with the Baseline Documentation Report, subject to the terms and conditions specifically permitted herein.
- G. **Perpetuity of Easement:** The covenants, terms, conditions, restrictions, and purposes imposed with this grant shall bind the Parties, their agents, personal representatives, heirs, assigns, and all other successors to them in interest and shall run with the land and continue in perpetuity as servitude upon the Protected Property.
- H. **Partial Invalidity:** Invalidation of any provision of this Easement, by court judgment, order, statute or otherwise, shall not affect any other provision which shall remain in force and effect.
- I. **Notice of Condemnation:** In the event all or any part of the Protected Property is ever proposed for condemnation by the State or local government, the Grantee must be notified immediately.
- J. **Property Transfer:** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to the Grantee, including the name and address of the transferee(s), of the transfer of any interest at least forty-five (45) days prior to the date of such transfer. Grantee may notify such transferee(s) directly regarding the terms of this Easement. The failure of Grantor or Grantee to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.
- K. **Subordination:** Any mortgage, easement, lien or other cloud on the Protected Property's title shall be subordinated to the terms of this Easement.
- L. **Governing Law:** This Easement shall be governed by South Dakota State and Federal law and construed to promote the purposes of State Law, which authorizes the creation of Conservation Easements for purposes including those set forth in the Recitals herein, and the Conservation Purposes of this Easement, including such purposes as are defined in Sections 170 (h)(4)(A) of the Internal Revenue Code.
- M. **Transfer of Easement by Agreement or Judicial Process:** If Grantee ever ceases to exist, or Grantee is no longer an organization qualified under Section 170(h) of the Internal



Revenue Code of 1986 and authorized to acquire a Conservation Easement under South Dakota Codified Law chapter 1-19B ("Qualified Organization"), Grantee (prior to its cessation) and Grantor may jointly agree to transfer this Easement to another Qualified Organization having similar purposes as Grantee that agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee is no longer monitoring and enforcing the terms of this Easement to preserve and protect the Conservation Values, then Grantor may apply to a court with jurisdiction for such court to transfer this Easement, to another Qualified Organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantee receive notice of and an opportunity to participate in the court proceeding. Upon completion of the transfer by judicial process, the parties shall record an instrument completing the assignment in the records of the county or counties in which the Protected Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances.

- N. **Acts of Nature:** Unless otherwise specified, nothing in this Easement shall require Grantor to take any action to restore the condition of the Protected Property after any fire or other Act of Nature. Grantor understands and agrees that nothing in this Easement relieves it of any obligation or restriction on the use of the Protected Property imposed by law.
- O. **Entire Agreement:** This document sets forth the entire agreement of the Grantor and the Grantee with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement. If any provision is found to be invalid, the remainder of the provisions of this Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.
- P. **"Grantor" and "Grantee":** The term "Grantor," as used in this Easement, and any pronouns used in place thereof shall mean and include the above-named Grantor, and its principals, officers, directors, employees, volunteers, fiduciaries, registered agent, representatives, successors and assigns. The term "Grantee," as used in this Easement, and any pronouns used in place thereof shall mean The South Dakota Agricultural Land Trust, Incorporated, and its successors and assigns.
- Q. **Titles:** Article, Section and Paragraph titles and subtitles are for convenience only and shall not be deemed to have legal effect.
- R. **Costs, Liabilities, and Insurance:** Grantor assumes all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, and shall maintain adequate comprehensive general liability insurance coverage. Grantee's name shall be listed among the insured parties on the policy. Grantor shall keep the Grantee's interest in the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor.





**S. Attorney Fees:** In the event legal proceedings are commenced to enforce any terms, conditions, requirements, duties or obligations under this Agreement, the prevailing party shall be entitled to all reasonable costs, disbursements, and attorney fees.

**T. Correspondence, Notices and Notifications:** All required notifications shall be delivered to all parties to this Easement in writing by U.S. or certified mail. All correspondence or notices related to this Easement must be sent to the parties at the addresses listed below or to such address as either party may, from time to time, designate in any notice to the other. A notice given by certified or registered mail shall be deemed effective on the day when such notice is deposited in the United States mail, whether or not such notice is actually received by the addressee.

**Grantor:**

Johanna Meier Della Vecchia, Trustee, or her successor in trust, under the Guido Della Vecchia and Johanna Meier Della Vecchia Family Trust U/D/T November 20, 2003, and any amendments thereto  
PO Box 987  
Spearfish, SD 57783

**Grantee:**

The South Dakota Agricultural Land Trust  
116 North Euclid  
Pierre, SD 57501

**U. Effective Date:** This Easement shall be effective when signed by the Grantor and Grantee and recorded in Lawrence County. It is the intent of the Grantor and Grantee that this Easement shall be effective by February 26, 2025.

**TO HAVE AND TO HOLD** the above described Agricultural Land Easement unto The South Dakota Agricultural Land Trust, Incorporated, and its successors and assigns forever.

[SIGNATURES ON FOLLOWING PAGES]



Guido Della Vecchia and Johanna Meier  
Della Vecchia Family Trust U/D/T  
November 20, 2003

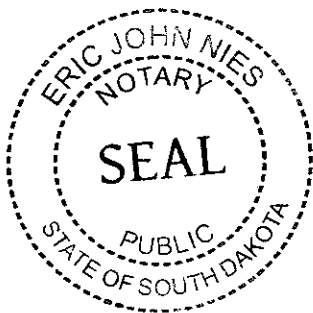
Johanna Meier Della Vecchia  
Johanna Meier Della Vecchia, Trustee

On this 22 day of February, 2025 before me, the undersigned officer, personally appeared Johanna Meier Della Vecchia, of the state, county or city as the case may be of the Guido Della Vecchia and Johanna Meier Della Vecchia Family Trust U/D/T November 20, 2003, of Spearfish, South Dakota, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

ERIC CHUMLEY  
NOTARY  
IN WITNESS WHEREOF  
I HAVE HEREUNTO SET MY HAND AND SEAL  
THIS 11th DAY OF JULY 2018  
PUBLIC  
STATE OF SOUTH DAKOTA

(SEAL)

My Commission Expires: 11/21/25



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ACCEPTANCE

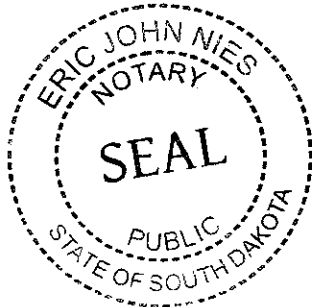
This Agricultural Land Easement is hereby accepted by THE SOUTH DAKOTA AGRICULTURAL LAND TRUST INCORPORATED, Grantee herein.

By *[Signature]* 2-26-25  
Executive Director Date

STATE OF SOUTH DAKOTA )  
COUNTY OF Lawrence ) ss.

The foregoing instrument was acknowledged before me on this 26 day of February, 2025, by Executive Director of The South Dakota Agricultural Land Trust Incorporated.

*[Signature]*  
NOTARY PUBLIC  
*My Comm expires: 11/29/29*



**EXHIBIT "A" (Page 1 of 2)**  
**Legal Description and Map of the Protected Property**

Township 6 North, Range 2 East, BHM, Lawrence County, South Dakota:

Section 16: SE1/4NE1/4, E1/2SE1/4, SE1/4SW1/4SE1/4, S1/2NE1/4SW1/4SE1/4,  
SE1/4SW1/4SW1/4SE1/4;

Section 21: E1/2W1/2NW1/4NW1/4NE1/4, W1/2E1/2NW1/4NW1/4NE1/4,  
NE1/4NE1/4NW1/4NW1/4NE1/4, E1/2NW1/4SW1/4NW1/4NE1/4,  
W1/2NE1/4SW1/4NW1/4NE1/4.

Containing 144 Acres more or less.

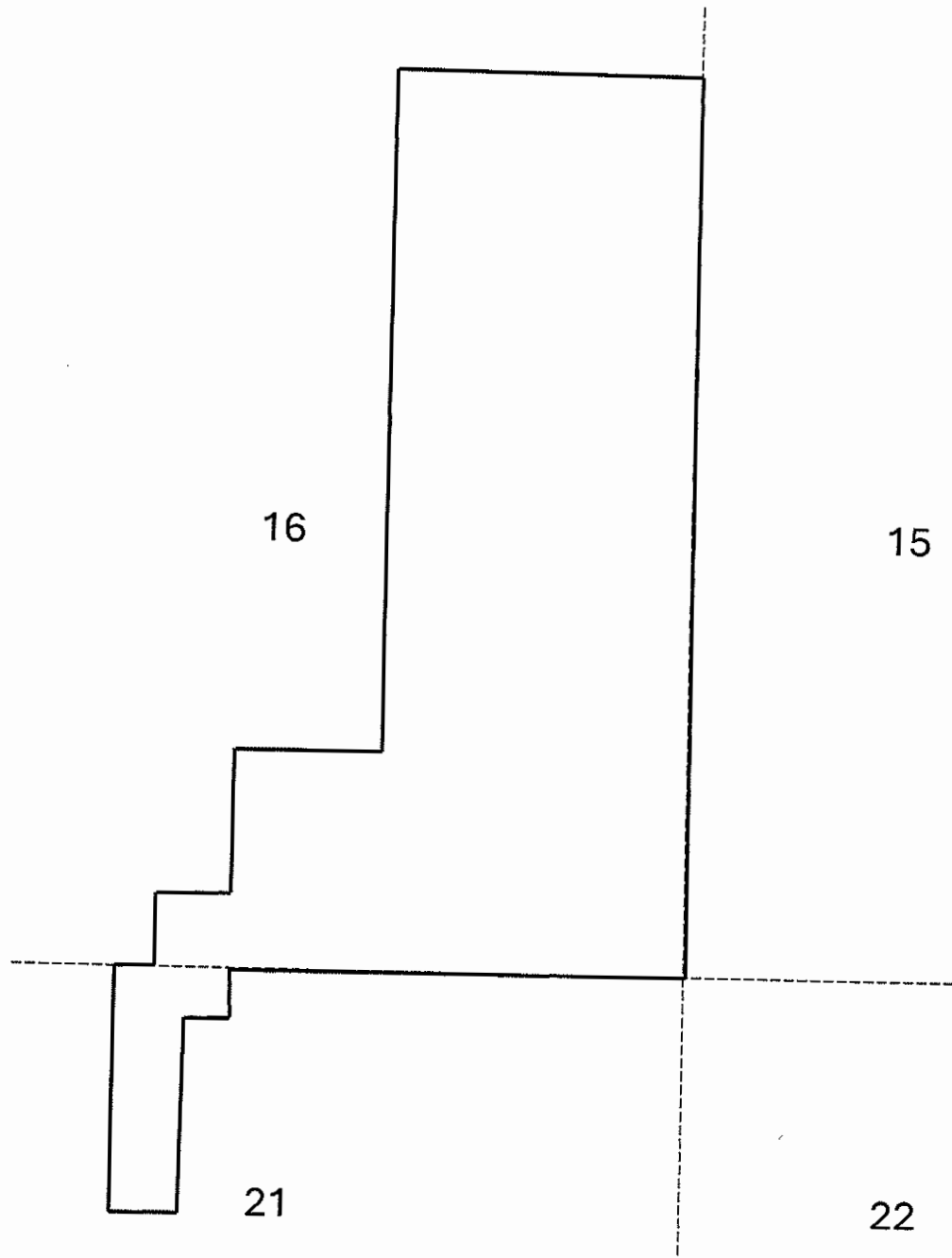
*The map(s) on the following page(s) generally depict the Protected Property. If any discrepancies exist between the map(s) and the above legal description, the legal descriptions prevail and control.*



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**EXHIBIT "A" (Page 2 of 2)**  
***Location of the Protected Property within the NE1/4 of Section 21, and SE1/4 and NE1/4 of Section 16, Township 6 North, Range 2 East.***



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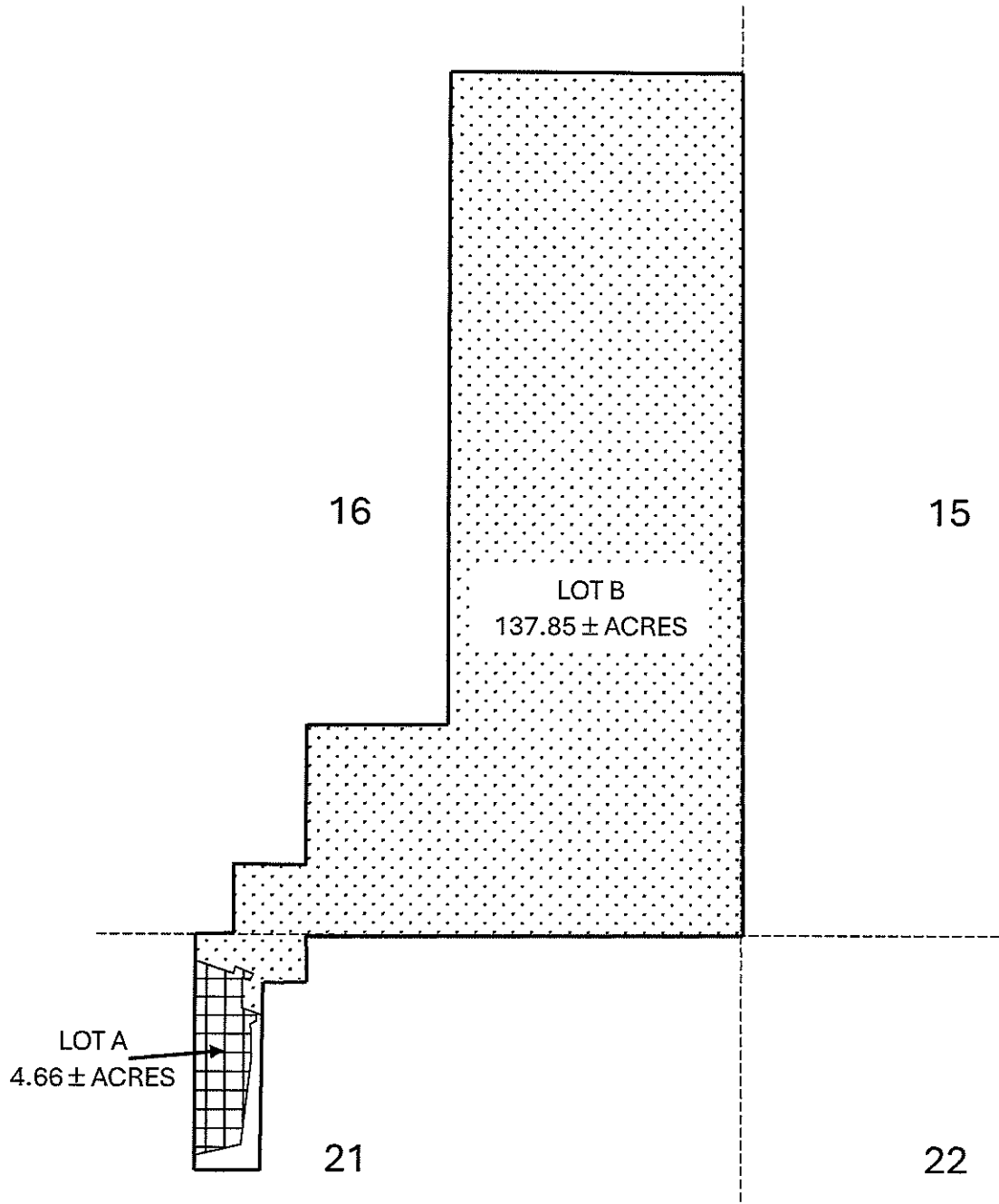
**EXHIBIT “B” (Preliminary Plat)**



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EXHIBIT "B" (Page 1 of 1)

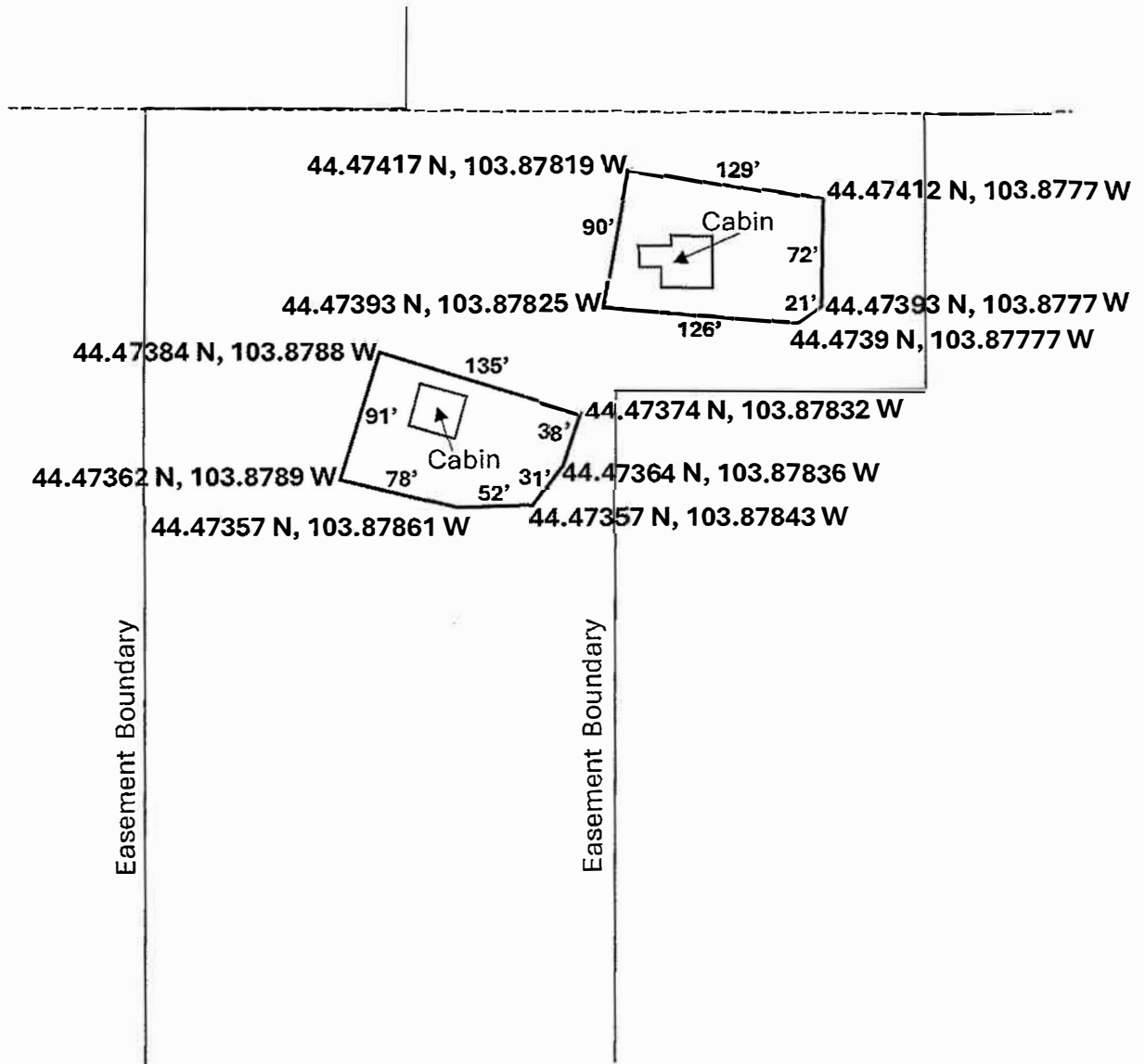
*Schematic depicting the preliminary plat of the Protected Property within the NE1/4 of Section 21, and SE1/4 and NE1/4 of Section 16, Township 6 North, Range 2 East.*



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**EXHIBIT "C" (Page 1 of 1)**

***Location of each of two Building Envelopes on the Protected Property and the Global Positioning System coordinates of each corner of each envelope located within the NE1/4 of Section 21, Township 6 North, Range 2 East.***







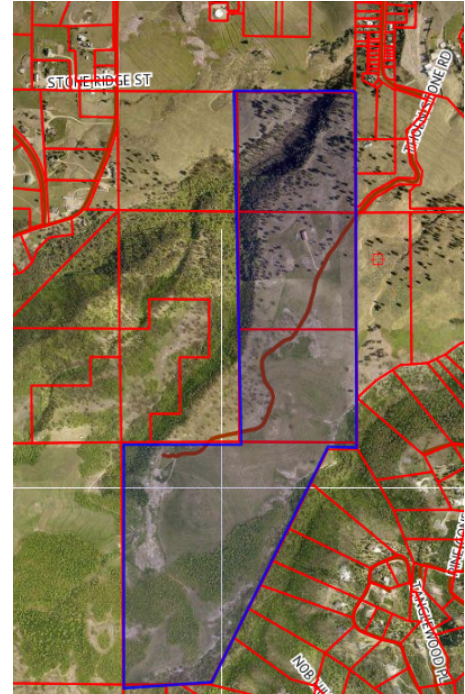
**Request:** Make a recommendation to City Council.

**Applicant:** Bradley Limbo, c/o Johanna Meier Della Vecchia.

**Location:** 500 Thoen Stone Road.

**Recommendation:** Approve the plat on the basis that it meets subdivision criteria defined in the Spearfish ETJ Area Subdivision Ordinance, aligns with the city's Comprehensive Plan and satisfies the conditions of the approved variance request.

**Public Hearing:** No



## Project Summary

This is a minor plat application located at 500 Thoen Stone Road. The property is currently developed with two single-family residences and multiple outbuildings.

A variance request to the ETJ Subdivision Ordinance Section 4.3 Roads was presented to the Planning Commission for a public hearing on August 20th 2024, and approved on the condition that a conservation easement be recorded prior to final platting and recording of the proposed subdivision. A Farm/Ranch Conservation easement was established to preserve the agricultural use of the property, preventing further subdivision of the proposed Lots A and B (Doc # 2025-00966). The sketch plat for this item was reviewed and approved by Planning Commission on April 1st, 2025.

| Plat Summary  |                                                                                                                                                                                                                                                                                                                          |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Existing lots | 3; (SE1/4 NE1/4 - NE1/4 SE1/4 - SE1/4 SE1/4 16-006-02), (N1/2 NW1/4 SE1/4 - N1/2 S1/2 NW1/4 SE1/4 - SW1/4 SW1/4 NW1/4 SE1/4 - SE1/4 SE1/4 NW1/4 SE1/4 - SE1/4 SW1/4 SE1/4 - E1/2 NE1/4 SW1/4 SE1/4 - SW1/4 NE1/4 SW1/4 SE1/4 - SE1/4 SW1/4 SW1/4 SE1/4 16-006-02), (SW1/4 ex 9.08ac & 100ac of NE1/4 or Lot 2 21-006-02) |

|                  |                                                                                       |
|------------------|---------------------------------------------------------------------------------------|
| Proposed lots    | 2; Lot A, Lot B                                                                       |
| Additional Notes | Variance to the dedication of public ROW (Section 4.3) approved on August 20th, 2024. |

## **Staff Analysis**

Code Review: The parcel is zoned PF – Park Forest District (Lawrence County zoning designation). The minimum lot size for this district is 2 acres with a 5-acre average; The proposed subdivision meets the density/minimum lot size requirement. Subdivisions within the ETJ Area are regulated by the ETJ Subdivision Ordinance Regulations. With the approved variances, the proposed subdivision meets the requirements of the referenced code.

Comprehensive Plan Alignment: The Future Land Use Map (FLUM) identifies the subject area as Open Lands and Recreation, which is defined as "primarily comprised of natural landscapes and undeveloped spaces dedicated to open space, recreation, wildlife habitat, agriculture, and range." The proposed subdivision, along with the recorded conservation easement align with the city's Comprehensive Plan.

Street Network and Utility: Thoen Stone Road provides access to the proposed lots. The existing road is dedicated as public right of way within city limits and does not meet existing city road standards. Thoen Stone Road transitions to an access easement through the subject property, also providing access to private property owned by Les and Daren Turgeon. A variance to the dedication of public right of way and additional roadway improvements to Thoen Stone Road was approved by the Planning Commission on August 20th, 2024. The subdivision regulations allow private or shared water and sewer services for residential lots 2 acres and larger. The existing residences are served by a shared private well and individual septic systems.

Public Input: A public hearing is scheduled for the proposed subdivision at City Council on July 6th, where the City Council will make a final decision on the item.



## Agenda Item Report

### Community Development

Item # 10.B.1.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Community Development

**Request:**

Approve the final plat located within the Extra Territorial Jurisdiction dividing 142.51 acres into 2 residential lots.

**Background Information:**

**Fiscal Impact:**

**Recommended City Council Action:** Approve

**Staff Contact Information:**

Vasiliki Pistoftzian, 605-717-2512, [v.pistoftzian@spearfish.gov](mailto:v.pistoftzian@spearfish.gov)

**Attachments:**

None



## Agenda Item Report

Finance

Item # 11.A.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Finance

**Request:**

Approve an application from Isabelle Drumm with Crow Peak Brewing Company for a special event malt beverage license for the Dakota Five-0 on September 6, 2026, from 7:00 a.m. to 6:00 p.m. at Spearfish City Park.

**Background Information:**

Crow Peak Brewing will serve beer at the Dakota Five-0 after party on Sunday to both riders and non-riders of the race.

**Fiscal Impact:**

**Recommended City Council Action:** Approve

**Staff Contact Information:**

Angie Faulkner, 605-717-1103, [a.faulkner@spearfish.gov](mailto:a.faulkner@spearfish.gov)

**Attachments:**

None



## Agenda Item Report

Finance

Item # 11.B.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Finance

**Request:**

Approve an application from Isabelle Drumm with Crow Peak Brewing Company for a special event malt beverage license for the Black Hills Fly-In on September 19, 2026, from 12:00 p.m. to 9:00 p.m. at the Black Hills Airport located at 400 Aviation Place.

**Background Information:**

Crow Peak Brewing Company would like to serve beer at this year's Black Hills Fly-In at the Spearfish airport.

**Fiscal Impact:**

**Recommended City Council Action:** Approve

**Staff Contact Information:**

Angie Faulkner, 605-717-1103, [a.faulkner@spearfish.gov](mailto:a.faulkner@spearfish.gov)

**Attachments:**

None



## Agenda Item Report

Finance

Item # 11.C.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Finance

**Request:**

Hold a public hearing to consider an application from Isabelle Drumm with Crow Peak Brewing Company for a special event malt beverage license for the Pit 14 Rally Event on August 12 and August 13, 2026, from 11:00 a.m to 8:00 p.m. at the HomeSource Furniture and Floors parking lot located at 2535 E. Colorado Blvd.

**Background Information:**

Crow Peak Brewing would like to serve beer in conjunction with Pit 14 BBQ for a rally event at the coffee hut in the HomeSource parking lot. The area within the black lines on the map is where the beer will be served and will be drunk.

**Fiscal Impact:**

**Recommended City Council Action:** No Action

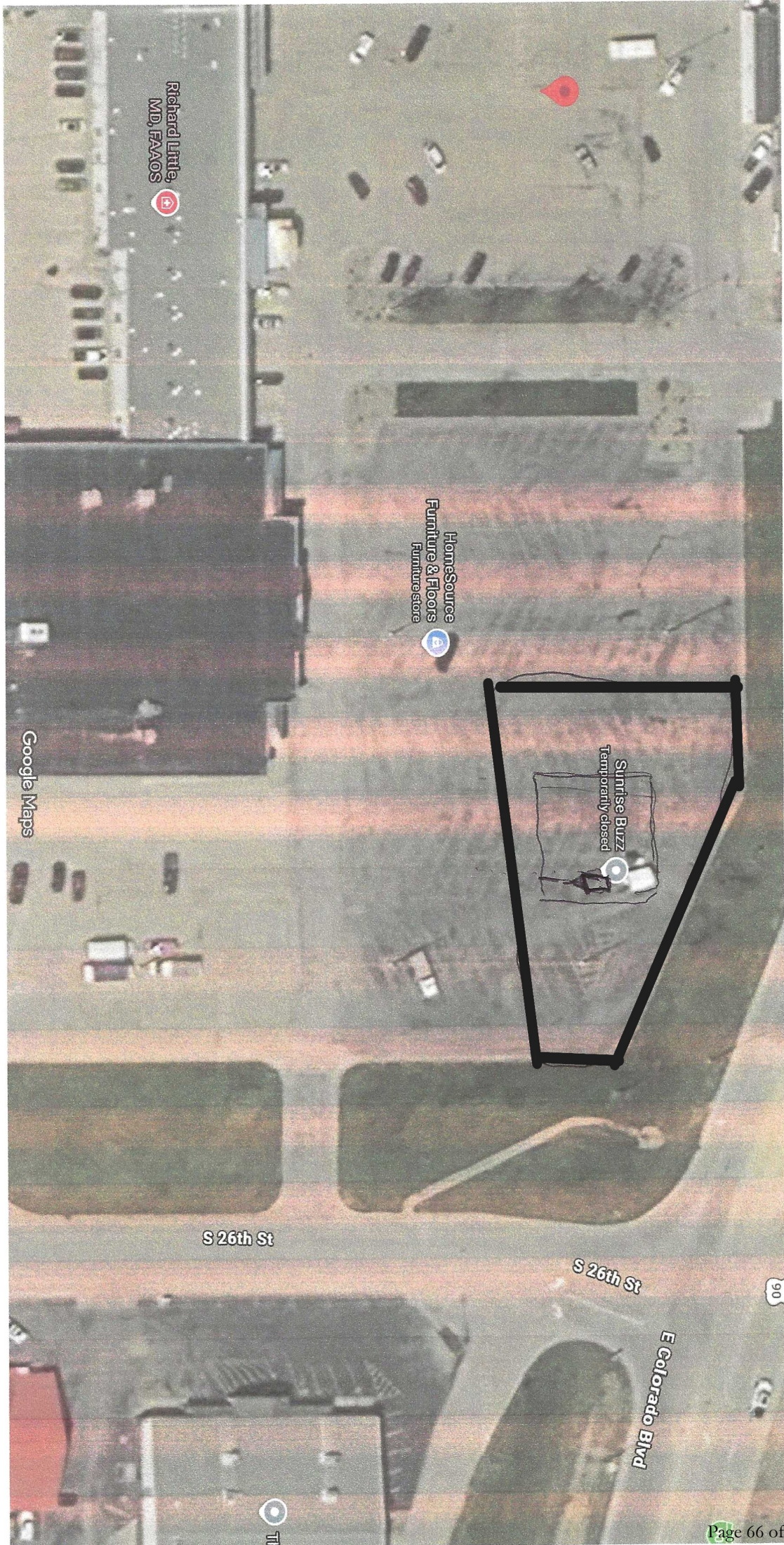
**Staff Contact Information:**

Angie Faulkner, 605-717-1103, [a.faulkner@spearfish.gov](mailto:a.faulkner@spearfish.gov)

**Attachments:**

1. HomeSource map









## Agenda Item Report

Finance

Item # 11.C.1.

**Meeting:** Regular Session Agenda  
**Department:** Finance

**Meeting Date:** August 3, 2026

**Request:**  
Approve the application.

**Background Information:**  
Crow Peak Brewing will serve beer along with Pit 14's BBQ for a rally event on August 12 and August 13.

**Fiscal Impact:**

**Recommended City Council Action:** Approve

**Staff Contact Information:**  
Michelle DeNeui, 605-642-1325, [m.deneui@spearfish.gov](mailto:m.deneui@spearfish.gov)

**Attachments:**  
None



## Agenda Item Report

Finance

Item # 11.D.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Finance

**Request:**

Approve the first reading of Ordinance 1429 - An Ordinance Supplementing the 2026 Appropriations Ordinance No. 1408 of the Code of Ordinances, City of Spearfish, South Dakota.

**Background Information:**

This supplement will provide the budget authority for several items that have previously been approved by Council. See the attached for details of the specific items. The source of the majority of the General Fund supplement is coming from the savings that were realized on the Rainbow Road Box Culvert project, thus not increasing the overall General Fund budget for many of the line items. The only item that actually increases the budget is the supplement needed to pay off the 2015 Sales Tax Refunding Revenue Bond approved at last council meeting. This is a total of \$938,818 but since two funds are used, the amount is doubled. Additionally, the cemetery restroom repairs project is funded with \$16,000 in insurance proceeds.

**Fiscal Impact:** The supplement will reduce the General Fund cash balance by \$938,818 overall for the prepayment of the 2015 Sales Tax Refunding Revenue bond but the other items are not increasing the original budget, just moving authority to where it is needed.

**Recommended City Council Action:** Approve

**Staff Contact Information:**

Michelle DeNeui, 605-642-1325, [m.deneui@spearfish.gov](mailto:m.deneui@spearfish.gov)

**Attachments:**

1. 1429 - 2026 Budget Supplement #2
2. 2026 Supplement #2 Explanations

## ORDINANCE NO. 1429

### AN ORDINANCE SUPPLEMENTING THE 2026 APPROPRIATIONS ORDINANCE NO. 1408 OF THE CODE OF ORDINANCES, CITY OF SPEARFISH, SOUTH DAKOTA.

**BE IT ORDAINED** BY THE COMMON COUNCIL OF THE CITY OF SPEARFISH, SOUTH DAKOTA that the following supplemental appropriations are required to fund necessary, beneficial, and desirable functions of the municipal government:

|                |                                           |                     |
|----------------|-------------------------------------------|---------------------|
| 101-41220-4110 | City Administration-Salaries & Wages      | \$ 78,976           |
| 101-41220-4121 | City Administration-FICA                  | 4,897               |
| 101-41220-4122 | City Administration-Medicare              | 1,145               |
| 101-41220-4130 | City Administration-Retirement            | (6,629)             |
| 101-41220-4140 | City Administration-Workman's Comp        | 262                 |
| 101-41220-4150 | City Administration-Employee Health Ins   | (7,267)             |
| 101-41220-4220 | City Administration-Professional Services | 89,390              |
| 101-41220-4224 | City Administration-Software Maint. Fees  | (500)               |
| 101-41220-4263 | City Administration-Clothing Food Safety  | (1,000)             |
| 101-41220-4265 | City Administration-Minor Tools           | (500)               |
| 101-41220-4270 | City Administration-Travel                | (29,000)            |
| 101-41220-4290 | City Administration-Other Current Expense | (2,000)             |
| 101-41930-4220 | IT-Professional Services                  | 20,000              |
| 101-43120-4330 | Streets-Improvements Other Than Buildings | (206,379)           |
| 101-43710-4253 | Cemetery-Repair of Structures             | 18,597              |
| 101-46510-4110 | Planning & Zoning-Salaries/Wages          | 42,557              |
| 101-46510-4121 | Planning & Zoning-FICA                    | 2,639               |
| 101-46510-4122 | Planning & Zoning-Medicare Tax            | 617                 |
| 101-46510-4130 | Planning & Zoning-Retirement              | 2,554               |
| 101-46510-4140 | Planning & Zoning-Worker's Compensation   | 141                 |
| 101-46510-4270 | Planning & Zoning-Travel                  | 7,500               |
| 101-49300-4560 | General Fund-Transfers Out                | 938,818             |
| 201-47110-4410 | Second Penny Sales Tax-Principal          | 950,000             |
| 201-47110-4420 | Second Penny Sales Tax-Interest           | (11,182)            |
|                |                                           | <b>\$ 1,893,636</b> |

The following is a summary of sources fund of the supplemental appropriation amounts not provided under the authority of the 2026 Appropriation Ordinance No. 1408 adopted in September 2025:

|           |                                     |                     |
|-----------|-------------------------------------|---------------------|
| 101-2629  | General Fund-Fund Balance           | \$ 938,818          |
| 101-39140 | Compensation for Loss or Damage     | 16,000              |
| 201-39101 | Second Penny Sales Tax-Transfers In | 938,818             |
|           |                                     | <b>\$ 1,893,636</b> |

This ordinance is necessary for the support of municipal government and its existing public institutions and is therefore effective upon passage and publication.

Dated this 17th day of August 2026.

(SEAL)

**CITY OF SPEARFISH**

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John Senden, Mayor

Attest:

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Michelle DeNeui, Finance Officer

First reading: August 3, 2026

Second reading: August 17, 2026

Published: August 21, 2026

Effective: September 10, 2026

Published once at the approximate cost of \_\_\_\_\_.

**Budget Supplement Ordinance 1429 - approved 8/3/2026 & 8/17/2026**

|                |                                           |           |                  |                                                                         |
|----------------|-------------------------------------------|-----------|------------------|-------------------------------------------------------------------------|
| 101-41220-4110 | City Administration-Salaries & Wages      | \$        | 78,976           | Falcon buyout and new City Admin as of 10/1/2026                        |
| 101-41220-4121 | City Administration-FICA                  |           | 4,897            | Falcon buyout and new City Admin as of 10/1/2026                        |
| 101-41220-4122 | City Administration-Medicare              |           | 1,145            | Falcon buyout and new City Admin as of 10/1/2026                        |
| 101-41220-4130 | City Administration-Retirement            |           | (6,629)          | Falcon buyout and new City Admin as of 10/1/2026                        |
| 101-41220-4140 | City Administration-Workman's Comp        |           | 262              | Falcon buyout and new City Admin as of 10/1/2026                        |
| 101-41220-4150 | City Administration-Employee Health Ins   |           | (7,267)          | Falcon buyout and new City Admin as of 10/1/2026                        |
| 101-41220-4220 | City Administration-Professional Services |           | 89,390           | Falcon buyout                                                           |
| 101-41220-4224 | City Administration-Software Maint Fees   |           | (500)            | Adjustments for increases in wages, benefits, and professional services |
| 101-41220-4263 | City Administration-Clothing Food Safety  |           | (1,000)          | Adjustments for increases in wages, benefits, and professional services |
| 101-41220-4265 | City Administration-Minor Tools           |           | (500)            | Adjustments for increases in wages, benefits, and professional services |
| 101-41220-4270 | City Administration-Travel                |           | (29,000)         | Adjustments for increases in wages, benefits, and professional services |
| 101-41220-4290 | City Administration-Other Current Expense |           | (2,000)          | Adjustments for increases in wages, benefits, and professional services |
| 101-41930-4220 | IT-Professional Services                  |           | 20,000           | Network Admin Services increase                                         |
| 101-43120-4330 | Streets-Improvements Other Than Buildings |           | (206,379)        | Savings on Rainbow Rd Box Culvert Project                               |
| 101-43710-4253 | Cemetery-Repair of Structures             |           | 18,597           | Cemetery Restroom Repairs - Insurance paying approximately \$16,000     |
| 101-46510-4110 | Planning & Zoning-Salaries/Wages          |           | 42,557           | Wysocki hiring                                                          |
| 101-46510-4121 | Planning & Zoning-FICA                    |           | 2,639            | Wysocki hiring                                                          |
| 101-46510-4122 | Planning & Zoning-Medicare Tax            |           | 617              | Wysocki hiring                                                          |
| 101-46510-4130 | Planning & Zoning-Retirement              |           | 2,554            | Wysocki hiring                                                          |
| 101-46510-4140 | Planning & Zoning-Worker's Compensation   |           | 141              | Wysocki hiring                                                          |
| 101-46510-4270 | Planning & Zoning-Travel                  |           | 7,500            | Wysocki relocation agreement                                            |
| 101-49300-4560 | General Fund-Transfers Out                |           | 938,818          | Transfer to Second Penny Sales Tax Fund to pay off bond                 |
| 201-47110-4410 | Second Penny Sales Tax-Principal          |           | 950,000          | Pay off 2015 Sales Tax Revenue Bond                                     |
| 201-47110-4420 | Second Penny Sales Tax-Interest           |           | (11,182)         | Pay off 2015 Sales Tax Revenue Bond                                     |
|                |                                           | <b>\$</b> | <b>1,893,636</b> |                                                                         |

|           |                                     |           |                  |                                                   |
|-----------|-------------------------------------|-----------|------------------|---------------------------------------------------|
| 101-2629  | General Fund-Fund Balance           | \$        | 938,818          | Using cash on hand to pay off 2015 sales tax bond |
| 101-39140 | Compensation for Loss or Damage     |           | 16,000           | Cemetery Restroom Repairs - Insurance Proceeds    |
| 201-39101 | Second Penny Sales Tax-Transfers In |           | 938,818          | Transfer from General Fund to pay off bond        |
|           |                                     | <b>\$</b> | <b>1,893,636</b> |                                                   |



## Agenda Item Report

Finance

Item # 11.E.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Finance

**Request:**

Authorize Michelle DeNeui, Angelica Tyler, Rex McDonald, and Brett Rauterkus as signers for the City's bank account at Black Hills Community Bank.

**Background Information:**

The City has an account at Black Hills Community Bank to issue refunds for facility rentals, Rec Center refunds, and grants for passes or memberships for the Rec Center. The signers have been two from the finance office and two from Parks division. With Rex's new position, we would like to add him as a signer on the account as well. All checks require two signatures so having 4 options allows for coverage when staff are away from the office. Banks require that council approve the signers and they are noted in the minutes.

**Fiscal Impact:** No funding impact.

**Recommended City Council Action:** Approve

**Staff Contact Information:**

Michelle DeNeui, 605-642-1325, [m.deneui@spearfish.gov](mailto:m.deneui@spearfish.gov)

**Attachments:**

None



## Agenda Item Report

**Parks**

Item # 12.A.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Parks and Recreation

**Request:**

Approve Second Amendment to Sports Field Memorandum of Agreement - Spearfish School District.

**Background Information:**

This is an amendment to the current agreement with the Spearfish School District (SSD) for their use of the Soccer Field at the Black Hills Energy Sports Complex (BHESC). The amendment will remove Black Hills Rapids (BHR) from the agreement (as BHR no longer uses this complex) and updates the Priority Use time period for SSD from August 1st to June 1st, making it consistent with other current agreements.

This amendment was presented to the Parks, Recreation, and Forestry Advisory Board on July 17, 2026, where it was unanimously recommended for approval by City Council.

**Fiscal Impact:** NA

**Recommended City Council Action:** Approve

**Staff Contact Information:**

Rex McDonald, 605-717-1142, [r.mcdonald@spearfish.gov](mailto:r.mcdonald@spearfish.gov)

**Attachments:**

1. School District BHE Soccer 2024
2. Second Amendment to MOU 2026 - SSD at BHESC - FINAL



## SPORTS FIELD MEMORANDUM OF AGREEMENT

This memorandum will memorialize the agreement between the **City of Spearfish** (hereinafter the City”) and **Spearfish School District** (hereinafter the “Organization”) concerning the use and maintenance of the following City-owned property: **Black Hills Energy Sports Complex** (hereinafter referred to as the “Facility”).

In exchange for the City making the Facility available for the Organization’s use, the parties agree to share certain maintenance and other responsibilities as set forth on the attached “Exhibit A” and to otherwise comply with the terms and conditions of this agreement.

1. **Term and Renewal.** The term of this agreement is for one (1) year, commencing on the 20 day of May, 2024. Unless terminated as provided for herein, this agreement shall automatically renew each year for an additional one-year term on the same terms and conditions contained herein.
2. **Termination.** Each party shall have the right to terminate this agreement, for any reason or no reason, by giving thirty (30) days’ written notice to the other party. In the event the Organization fails to comply with any of the terms or conditions of this agreement and fails to correct such violation within a reasonable time following notice thereof, the City may terminate this agreement immediately and without prior notice.
3. **Compliance.** The Organization agrees to comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements concerning its use of the Facility, and the Organizations will be solely responsible for obtaining current information on such requirements.
4. **Supervision.** The Organization represents that its use of the Facility will be supervised by adequately trained personnel and that the Organization will observe, and cause its participants and guests to observe, all safety rules for the Facility and the



activity. The Organization acknowledges that the City has no duty to and will not provide supervision of its activities.

5. **Release.** The Organization hereby expressly waives and releases any and all claims, now known or hereafter discovered, against the City and its officers, directors, and employees on account of any injury, death, or property damage arising out of or attributable to any activity undertaken at the Facility related to the Organization's use of the Facility. The Organization agrees not to make or bring any such claim against the City and forever releases and discharges the City from liability under such claims. The Organization expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the Facility and agrees to pay the City for all damages caused to the Facility resulting from the Organization's use of the Facility.
6. **Indemnification and Hold Harmless.** The Organization agrees to indemnify and hold the City and its officers, agents, and employees harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of the Organization's use of the Facility. However, this section does not require the Organization to be responsible for or to defend against claims or damages arising solely from errors or omissions of the City or its officers, agents, or employees.
7. **Insurance.** The Organization shall maintain occurrence-based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance shall add the City and its employees as additional insureds. The Organization shall provide a certificate of insurance for the required insurance to the City. The required insurance shall not be cancelled without at least 30 days' prior written notice to the City.
8. **Claims, Liens, and Encumbrances.** The Organization shall not permit the filing of any claims, liens, or encumbrances on the Facility.
9. **Amendment.** The terms of this agreement may be modified only in a writing signed by the parties. The City of Spearfish Park and Rec Director or his or her authorized designee, is hereby authorized to modify the terms of Exhibit A on behalf of the City and to modify other provisions of this agreement with the prior approval of the City Attorney.

10. **Financial Obligations.** It is specifically understood and agreed that this Agreement is binding upon the parties only if each year's financial obligations are approved and authorized by the Spearfish City Council. If at any time during the term of this Agreement, the Spearfish City Council fails or refuses to approve or authorize the funds due hereunder for the following municipal fiscal year, then this Agreement shall terminate upon the end of the fiscal year for which funds were approved and authorized. Such termination shall be without penalty to either party.

(Separate signature page follows)

(Seal)



Attest:

Michelle DeNeui

Michelle DeNeui, Finance Officer

CITY OF SPEARFISH

By: John Senden

John Senden, Its Mayor

SPEARFISH SCHOOL DISTRICT

---

 Print Name

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 Signature

**“EXHIBIT A” TO SPORTS FIELD MEMORANDUM OF AGREEMENT  
2024**

1. The City of Spearfish owns and operates the **“Black Hills Energy Sports Complex”** located within the following legal description:

HMC Lot A, being a portion of the W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ , and all of Lot 1 of the W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 33, T7 N, R2E, B.H.M., Lawrence County, South Dakota, as shown in Plat filed as Doc. No. 94-1782 in the office of the Lawrence County Register of Deeds.

2. Operation and maintenance agreements between the City and the Organization are set forth below:

- a. Operation of the complex shall be limited to the hours between 6:00 am and 11:00 pm. All field lighting must be turned off by 11:00 pm.
- b. The City agrees to provide grounds maintenance and mowing of all common areas for the entirety of the season.
- c. The City agrees to maintain and operate the irrigation system and will pay all costs associated with the repair or replacement of the said system. The City will not pay for any expansion of the system unless requested by the Parks, Rec., and Forestry Department and approved by the City Council.
- d. The City will arrange and pay for an approved weed control application twice (2) per year one week on either side of June 1<sup>st</sup> and September 1<sup>st</sup> and fertilizer applications three (3) times/season (or as needed dependent upon weather) at a rate of one pound of N per 1000 sq. feet per application. The first application applied not before May 15<sup>th</sup>, the second application around July 1<sup>st</sup> (allow a six-week interval from May 15<sup>th</sup> application), and the third application not before September 15<sup>th</sup> application.
- e. The City will pay for all electricity costs associated with field lighting and building use.
- f. The City will be responsible for the maintenance and repair of all structures, including buildings, fences, press boxes, crow's nest, bleachers, and lights.
- g. The City will provide garbage service containers and pay disposal costs to include: 450 gallon and 30-gallon garbage containers, garbage can liners for 30-gallon containers; pickup and dumping of 450-gallon containers only.



- h. The City will provide water for irrigation use and building use.
- i. The City will provide all materials and labor to maintain and clean restrooms, Monday-Friday, during regular City hours.
- j. The Organization will provide all labor to maintain and clean restrooms after 3:30 p.m., Monday-Friday, and all-day Saturday and Sunday.
- k. The Organization will be responsible for the operation of the field lighting, setting flags, trimming, general repair, and will provide the necessary equipment.
- l. The Organization will maintain and replace field equipment such as bases, nets, goals, flags, and backstops for all playing fields. Netting shall be removed from goals at the end of the playing season; goals and equipment to be moved to area off fields for field maintenance access.
- m. The Organization will arrange for and pay for any additional application of weed control chemicals and fertilizer. Additional applications must be approved by the City and applied by a City-approved individual/contractor to prevent double applications or the use of improper fertilizers.
- n. The Organization will be responsible for the operation and maintenance of scoreboards.
- o. The Black Hills Rapids will be responsible for mowing and trimming the fields and surrounding area at least one time per week from April 1st-May 31st. The Spearfish School District will be responsible for mowing and trimming the fields and surrounding area at least one time per week from June 1st-October 31st.
- p. The Organization will be responsible for garbage and litter pickup of the fields, parking areas, and spectator areas after each event. If a City employee has to pick up litter and change bags out of garbage containers and move to dumpsters after an event, then the Organization will be charged an hourly rate.
- q. The Organization will be responsible for scheduling all games and practices with the City's designated field coordinator and arranging and paying for coaches and officials as needed. **Schedules of both play and practice must be submitted to the City before the start of the season(s).** If a schedule is not submitted before the start of the season, field access cannot be guaranteed.
- r. The Organization is responsible for the safekeeping of the keys issued to its representatives. Keys must be checked out with City staff. In the event that Organization leadership changes,

the outgoing Organization member must turn the keys back into the City and the incoming Organization member must check out the keys with City staff. In the event that keys are lost or not turned in and the City must change the locks at the facility, the Organization will be responsible for the cost to replace the locks.

- s. The Organization agrees to have and implement a Code of Conduct to help assure sportsmanlike conduct of all participants in youth sports, especially athletes, parents, and coaches.
  - t. The Organization understands that the facility is substance-free at all times.
  - u. The organization shall designate one (1) person and one (1) alternate to serve as the contact person.
  - v. The Organization will also be responsible for providing the City with updated copies of the governing board's contact information, budget reports, and current copy of the Organization's insurance policy.
  - w. The Black Hills Rapids will have priority on the soccer field from April 1<sup>st</sup>-May 31<sup>st</sup>. The Spearfish School District will have priority use on the soccer field from June 1<sup>st</sup>-October 31<sup>st</sup>. Priority of field use will be given to Spearfish-based teams/associations. "Spearfish based" is defined as 60% or more of the players on the team/association residing within the boundaries of the Spearfish School District. All other organizations wishing to use the field will be considered subordinate. In the event of a conflict with field usage between Spearfish-based teams/associations and non-Spearfish-based teams/associations, priority will be given to the Spearfish-based team/association. In the event of a conflict with field usage between multiple Spearfish-based teams/associations or between multiple non-Spearfish-based teams/associations, the City will distribute available field space based upon the number of participants in each organization.
  - x. The Spearfish Sasquatch has exclusive rights to concession operations per paragraph 20 of the City of Spearfish agreement 26-17. All organizations wishing to use concessions must coordinate with the Spearfish Sasquatch.
3. In the event that the Organization does not adhere to the conditions outlined in this MOU, the City will give the Organization 72-hour notice to comply. In the event that the City must cover the Organization's obligations, the Organization will be billed under the established fee resolution. If this becomes common practice, the Organization will lose field rights.



## **SECOND AMENDMENT TO SPORTS FIELD MEMORANDUM OF AGREEMENT**

**THIS SECOND AMENDMENT TO SPORTS FIELD MEMORANDUM OF AGREEMENT** (hereinafter “Amendment”), effective as of August 4, 2026, regardless of a later date of execution (the “Effective Date”), is entered into by and between the **CITY OF SPEARFISH**, a municipal corporation and political subdivision of the State of South Dakota, 625 North Fifth Street, Spearfish, South Dakota 57783 (hereinafter “City”) and the **SPEARFISH SCHOOL DISTRICT**, whose principal office is located at 525 E. Illinois Street, Spearfish, South Dakota 57783 (“Organization”) (each individually referred to herein as a “Party” and collectively as the “Parties”).

### **RECITALS**

WHEREAS, the City and Organization entered into that certain Sports Field Memorandum of Agreement dated May 20, 2024 (the “Agreement”) for the operation, use, and maintenance of Black Hills Energy Sports Complex (hereinafter referred to as the “Facility”), which is property owned by the City; and

WHEREAS, certain provisions of the Agreement are no longer applicable.

**AND NOW, THEREFORE**, for and in consideration of the mutual covenants contained in this Amendment, and intending to be legally bound, City and Organization agree as follows:

1. Section W of Exhibit A of the Agreement is hereby amended to provide:

“The Spearfish School District will have priority use on the soccer field from June 1<sup>st</sup> – October 31<sup>st</sup>. Priority of field use will be given to Spearfish-based teams/associations. “Spearfish-based” is defined as 51% or more of the players on the team/association residing within the boundaries of the Spearfish School District. All other organizations wishing to use the field will be considered subordinate. In the event of a conflict with field usage between Spearfish-based teams/associations and non-Spearfish-based teams/associations, priority will be given to the Spearfish-based teams/association. In the event of a conflict with field usage between multiple Spearfish-based teams/associations or between multiple non-Spearfish-based teams/associations, the City will distribute available field space based upon the number of participants in each organization.”

2. Except as otherwise provided in this Amendment, all words and definitions used in this Amendment shall have the same meaning in this Amendment as in the Agreement.

3. Other than as provided in this Amendment, all terms and provisions of the Agreement are hereby ratified and confirmed.

**IN WITNESS WHEREOF**, the Parties hereby execute this Amendment to be effective as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]



## **CITY OF SPEARFISH**

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Rex McDonald, Parks and Recreation Director

## **SPEARFISH SCHOOL DISTRICT**

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Dalton Wademan, Athletic Director



## Agenda Item Report

**Parks**

Item # 12.B.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Parks and Recreation

**Request:**

Approve First Amendment to Sports Field Memorandum of Agreement - BHSU - Ronnie Thiesz.

**Background Information:**

This is an amendment to the current agreement with Black Hills State University (BHSU) for their use of the Ronnie Thiesz Soccer Field at the Sawmill Sports Complex. The amendment will extend the term and renewal of the agreement to five (5) years and change the language in the financial obligations sections to allow more local organizations the ability to use softball fields 1 and 3 on BHSU campus.

This amendment was presented to the Parks, Recreation, and Forestry Advisory Board on July 17, 2026, where it was unanimously recommended for approval by City Council.

**Fiscal Impact:** NA

**Recommended City Council Action:** Approve

**Staff Contact Information:**

Rex McDonald, 605-717-1142, [r.mcdonald@spearfish.gov](mailto:r.mcdonald@spearfish.gov)

**Attachments:**

1. BHSU Soccer Ronnie Theisz-city 2025
2. First Amendment to MOU 2026 - BHSU at Ronnie Theisz - FINAL



### SPORTS FIELD MEMORANDUM OF AGREEMENT

This memorandum will memorialize the agreement between the **City of Spearfish** (hereinafter “the City”) and **Black Hills State University** (hereinafter “BHSU”) concerning the use and maintenance of the following City-leased property: **Sawmill Sports Complex – Ronnie Theisz Field** (hereinafter referred to as “the Facility”). The parties agree to share certain maintenance and other responsibilities as set forth on the attached “Exhibit A” and to otherwise comply with the terms and conditions of this agreement.

1. **Term and Renewal.** The term of this agreement is for three (3) years, commencing on the 18<sup>th</sup> day of August, 2025. Unless terminated as provided for herein. This is the final renewal of this agreement. Upon termination, this agreement will not be renewed.
2. **Termination.** Each party shall have the right to terminate this agreement, for any reason or no reason, by giving thirty (30) days’ written notice to the other party. In the event BHSU fails to comply with any of the terms or conditions of this agreement and fails to correct such violation within a reasonable time following notice thereof, the City may terminate this agreement immediately and without prior notice.
3. **Compliance.** BHSU agrees to comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements concerning its use of the Facility, and BHSU will be solely responsible for obtaining current information on such requirements.
4. **Supervision.** BHSU represents that its use of the Facility will be supervised by adequately trained personnel and that BHSU will observe, and cause its

participants and guests to observe, all safety rules for the Facility and the activity. BHSU acknowledges that the City has no duty to and will not provide supervision of its activities.

5. **Release.** BHSU hereby expressly waives and releases any and all claims, now known or hereafter discovered, against the City and its officers, directors, and employees on account of any injury, death, or property damage arising out of or attributable to any activity undertaken at the Facility related to BHSU's use of the Facility. BHSU agrees not to make or bring any such claim against the City and forever releases and discharges the City from liability under such claims. BHSU expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the Facility and agrees to pay the City for all damages caused to the Facility resulting from BHSU's use of the Facility.
6. **Indemnification and Hold Harmless.** BHSU and the City recognize the sovereign capacity of the other and the immunities inherent with such sovereignty. Nothing in this Agreement shall be construed as an indemnification by either BHSU or the City of the other for liabilities of the other or third persons, arising out of and during this Agreement. Liability for actions from the conduct or omissions of BHSU or the City, their employees, agents, contractors, assigns, or third persons, arising out of and during this Agreement shall be determined according to applicable law, subject to all available defenses and immunities.
7. **Insurance.** BHSU agrees to maintain general liability and automobile coverage, in the maximum amount of \$1,000,000 per occurrence as currently provided by the Public Entity Pool for Liability (PEPL fund), a self-insurance liability pool established under SDCL ch. 3-22. BHSU will furnish the City with properly executed Certificates of coverage which will clearly evidence all coverage required in the Agreement.
8. **Claims, Liens, and Encumbrances.** BHSU shall not permit the filing of any claims, liens, or encumbrances on the Facility.

9. **Amendment.** The terms of this agreement may be modified only in a writing signed by the parties. The City of Spearfish Park and Rec Director, or his or her authorized designee, is hereby authorized to modify the terms of Exhibit A on behalf of the City and to modify other provisions of this agreement with the prior approval of the City Attorney.
10. **Financial Obligations.** BHSU agrees to pay the City \$75.00 per hour of field usage as scheduled with the city's designated field scheduler. Instead of this fee, BHSU can choose to provide its softball fields 1 and 3 free of charge to local softball organizations. It is specifically understood and agreed that this Agreement is binding upon the parties only if each year's financial obligations are approved and authorized by the Spearfish City Council. If at any time during the term of this Agreement, the Spearfish City Council fails or refuses to approve or authorize the funds due hereunder for the following municipal fiscal year, then this Agreement shall terminate upon the end of the fiscal year for which funds were approved and authorized. Such termination shall be without penalty to either party.

(Separate signature page follows)

**CITY OF SPEARFISH**

By: \_\_\_\_\_  
John Senden, Its Mayor

(Seal)

Attest:

\_\_\_\_\_  
Michelle DeNeui, Finance Officer

**BLACK HILLS STATE UNIVERSITY**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**“EXHIBIT A” TO SPORTS FIELD MEMORANDUM OF AGREEMENT**

1. The City of Spearfish leases and operates the property known as the **“Sawmill Sports Complex – Ronnie Theisz Field”** located within the following legal description:

Lot 1B subdivision of the Southwest Quarter Northeast Quarter of Section Nine, Township 6 North, Range 2 East, Black Hills Meridian, the Pope & Talbot Addition to the City of Spearfish, Lawrence County, South Dakota.

2. Operation and maintenance agreements between the City and BHSU are set forth below:

a. BHSU agrees to perform all field maintenance (water, seed, mow, fertilize, aerate, etc.) to maintain the field beginning August 1st, 2025, and through the extent of this agreement. The City agrees to provide grounds maintenance and mowing of all common areas at least once per week.

b. The City agrees to maintain the irrigation system and will pay all costs associated with the repair or replacement of said system. The City will not pay for any expansion of the system unless requested by the Parks, Recreation, and Forestry Department and approved by the City Council.

c. The City will pay for all electricity costs.

d. The City will be responsible for the maintenance and repair of all structures, including buildings, fences, and scoreboards.

e. The City will provide garbage service containers and pay disposal costs. The City will provide garbage service, which includes: 450-gallon and 30-gallon garbage containers, garbage can liners for 30-gallon containers, pickup, and dumping of 450-gallon containers only.

f. All water for irrigation use and building use will be shared by the City and BHSU on an 80/20 split, with the City paying 80% and BHSU paying 20% of the total annual water bill.

g. The City will provide all materials and labor to maintain and clean restrooms, Monday-Friday, during regular City hours.

h. BHSU will provide all labor to maintain and clean restrooms after 3:30 p.m., Monday-Friday, and all day Saturday and Sunday.

i. BHSU will provide portable restrooms and all labor to maintain and clean the portable restrooms, if the building restrooms are closed.

j. BHSU will maintain and replace field equipment such as bases, nets, goals, flags, and backstops for all playing fields. Netting shall be removed from goals at the end of the playing season; goals and equipment to be moved to an area off the fields for field maintenance access.

k. BHSU will be responsible for coordinating any concessions with the Spearfish Youth Baseball Association to include operation, inventory, and cleaning and maintenance of concession equipment. Any written agreements must be provided to the City.

l. BHSU will be responsible for marking lines, setting flags, trimming, mowing, and general repair of all fields.

m. BHSU will be responsible for garbage and litter pickup of the fields, parking areas, and spectator areas after each event. If a city employee has to pick up litter and change bags out of garbage containers and move to dumpsters after an event, then BHSU will be charged an hourly rate in accordance with the city's established fee resolution.

n. BHSU will provide temporary signage as the Home of Yellow Jacket Women's Soccer.

o. BHSU will be responsible for scheduling all games and practices with the city's designated field coordinator and arranging and paying for coaches and officials as needed. **Schedules of both play and practice must be submitted to the City before the start of the season(s).** If the schedule is not submitted before the start of the season, field access cannot be guaranteed.

p. BHSU agrees to have and implement a Code of Conduct to help assure the conduct of all athletes, parents, spectators, and coaches.

q. BHSU understands that the facility is substance-free at all times.



r. BHSU shall designate one (1) person and one (1) alternate to serve as a contact person.

3. If BHSU does not adhere to the conditions outlined in this MOU, the City will give BHSU a 72-hour notice to comply. If the City must cover BHSU's obligations, BHSU will be billed per the established fee resolution. If this becomes common practice, BHSU will lose field rights.

## **FIRST AMENDMENT TO SPORTS FIELD MEMORANDUM OF AGREEMENT**

**THIS FIRST AMENDMENT TO SPORTS FIELD MEMORANDUM OF AGREEMENT** (hereinafter “Amendment”), effective as of August 4, 2026, regardless of a later date of execution (the “Effective Date”), is entered into by and between the **CITY OF SPEARFISH**, a municipal corporation and political subdivision of the State of South Dakota, 625 North Fifth Street, Spearfish, South Dakota 57783 (hereinafter “City”) and **BLACK HILLS STATE UNIVERSITY** (“Organization”) (each individually referred to herein as a “Party” and collectively as the “Parties”).

### **RECITALS**

WHEREAS, the City and Organization entered into that certain Sports Field Memorandum of Agreement dated August 18, 2025 (the “Agreement”) for the operation, use, and maintenance of Sawmill Sports Complex – Ronnie Thiesz Field (the “Facility”), which is property leased by the City; and

WHEREAS, certain provisions of the Agreement are no longer applicable; and

WHEREAS, the City and the Organization desire to extend the term of the Agreement for five (5) years.

**AND NOW, THEREFORE**, for and in consideration of the mutual covenants contained in this Amendment, City and Organization agree as follows:

1. Section 1 Term and Renewal of the Agreement is hereby amended to provide:

“The term of this agreement is for five (5) years, commencing on August 4, 2026. Unless terminated as provided herein.”

2. Section 10 Financial Obligations of the Agreement is hereby amended to provide:

“BHSU agrees to pay the City \$75.00 per hour of field usage as scheduled with the city’s designated field scheduler. Instead of this fee, BHSU can choose to provide its softball fields 1 and 3 free of charge to local organizations. It is specifically understood and agreed that this Agreement is binding upon the parties only if each year’s financial obligations are approved and authorized by the Spearfish City Council. If at any time during the term of this Agreement, the Spearfish City Council fails or refuses to approve or authorize the funds due hereunder for the following municipal fiscal year, then this Agreement shall terminate upon the end of the fiscal year for which funds were approved and authorized. Such termination shall be without penalty to either party. Any written agreement between the Organization and other local organizations must be provided to the City, if requested.”

3. Except as otherwise provided in this Amendment, all words and definitions used in this Amendment shall have the same meaning in this Amendment as in the Agreement.

4. Other than as provided in this Amendment, all terms and provisions of the Agreement are hereby ratified and confirmed.

**IN WITNESS WHEREOF**, the Parties hereby execute this Amendment to be effective as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]

**CITY OF SPEARFISH**

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Rex McDonald, Parks and Recreation Director

**BLACK HILLS STATE UNIVERSITY**

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Kathy Johnson, VP of Finance



## Agenda Item Report

**Parks**

Item # 12.C.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Parks and Recreation

**Request:**

Approve First Amendment to Sports Field Memorandum of Agreement - BHSU - Black Hills Energy Sports Complex.

**Background Information:**

This is an amendment to the current agreement with Black Hills State University (BHSU) for their use of the Soccer Field at the Black Hills Energy Sports Complex. The amendment will extend the term and renewal of the agreement to five (5) years, remove Spearfish Soccer Association (SSA) from the agreement (as SSA no longer uses that facility), updates Priority Use dates to be consistent with other agreements, and removes the "Sports Complex Maintenance Schedule" which is no longer valid.

This amendment was presented to the Parks, Recreation, and Forestry Advisory Board on July 17, 2026, where it was unanimously recommended for approval by City Council.

**Fiscal Impact:** NA

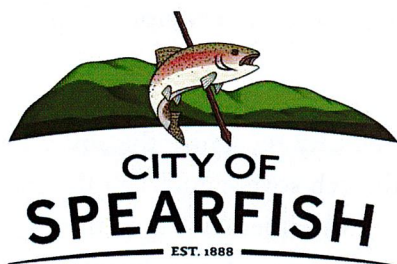
**Recommended City Council Action:** Approve

**Staff Contact Information:**

Rex McDonald, 605-717-1142, [r.mcdonald@spearfish.gov](mailto:r.mcdonald@spearfish.gov)

**Attachments:**

1. MOU 2023 BHSU for BH Energy Sports Complex
2. First Amendment to MOU 2026 - BHSU at BHESC - FINAL



### SPORTS FIELD MEMORANDUM OF AGREEMENT

This memorandum will memorialize the agreement between the **City of Spearfish** (hereinafter the City”) and **Black Hills State University** (hereinafter the “Organization”) concerning the use and maintenance of the following City-owned property: **Black Hills Energy Sports Complex Soccer Field** (hereinafter referred to as the “Facility”).

In exchange for the City making the Facility available for the Organization’s use, the parties agree to share certain maintenance and other responsibilities as set forth on the attached “Exhibit A” and to otherwise comply with the terms and conditions of this agreement.

1. **Term and Renewal.** The term of this agreement is for two (2) years, commencing on the 1<sup>st</sup> day of August, 2023. Unless terminated as provided for herein.
2. **Termination.** Each party shall have the right to terminate this agreement, for any reason or no reason, by giving thirty (30) days’ written notice to the other party. In the event BHSU fails to comply with any of the terms or conditions of this agreement and fails to correct such violation within a reasonable time following notice thereof, the City may terminate this agreement immediately and without prior notice.
3. **Compliance.** BHSU agrees to comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements concerning its use of the Facility, and BHSU will be solely responsible for obtaining current information on such requirements.
4. **Supervision.** BHSU represents that its use of the Facility will be supervised by adequately trained personnel and that BHSU will observe, and cause its participants and guests to observe, all safety rules for the Facility and the activity. BHSU

acknowledges that the City has no duty to and will not provide supervision of its activities.

5. **Indemnification and Hold Harmless.** BHSU and the City recognize the sovereign capacity of the other and the immunities inherent with such sovereignty. Nothing in this Agreement shall be construed as an indemnification by either BHSU or the City of the other for liabilities of the other or third persons, arising out of and during this Agreement. Liability for actions from the conduct or omissions of BHSU or the City, their employees, agents, contractors, assigns, or third persons, arising out of and during this Agreement shall be determined according to applicable law, subject to all available defenses and immunities.
6. **Insurance.** BHSU agrees to maintain general liability and automobile coverage, in the maximum amount of \$1,000,000 per occurrence as currently provided by the Public Entity Pool for Liability (PEPL fund), a self-insurance liability pool established under SDCL ch. 3-22. BHSU will furnish the City with properly executed Certificates of coverage which will clearly evidence all coverage required in the Agreement.
7. **Claims, Liens, and Encumbrances.** BHSU shall not permit the filing of any claims, liens, or encumbrances on the Facility.
8. **Amendment.** The terms of this agreement may be modified only in a writing signed by the parties. The City of Spearfish Park and Rec Director, or his or her authorized designee, is hereby authorized to modify the terms of Exhibit A on behalf of the City and to modify other provisions of this agreement with the prior approval of the City Attorney.
9. **Financial Obligations.** It is specifically understood and agreed that this Agreement is binding upon the parties only if each year's financial obligations are approved and authorized by the Spearfish City Council. If at any time during the term of this Agreement, the Spearfish City Council fails or refuses to approve or authorize the funds due hereunder for the following municipal fiscal year, then this Agreement shall terminate upon the end of the fiscal year for which funds were approved and authorized. Such termination shall be without penalty to either party.

(Separate signature page follows)

(Seal)



Attest:

Michelle DeNeui

Michelle DeNeui, Finance Officer

CITY OF SPEARFISH

By: John Senden  
John Senden, Its Mayor

BLACK HILLS STATE UNIVERSITY

kathy Johnson

Print Name

DocuSigned by:  
Kathy Johnson  
7F87997CA5E7467...  
Signature



## **“EXHIBIT A” TO SPORTS FIELD MEMORANDUM OF AGREEMENT 2023**

1. The City of Spearfish owns and operates the **“Black Hills Energy Sports Complex”** located within the following legal description:

HMC Lot A, being a portion of the W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ , and all of Lot 1 of the W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 33, T7 N, R2E, B.H.M., Lawrence County, South Dakota, as shown in Plat filed as Doc. No. 94-1782 in the office of the Lawrence County Register of Deeds.

2. Operation and maintenance agreements between the City and the Organization are set forth below:
  - a. Operation of the complex shall be limited to the hours between 6:00 am and 11:00 pm. All field lighting must be turned off by 11:00 pm.
  - b. The City agrees to provide grounds maintenance and mowing of all common areas for the entirety of the season.
  - c. The City agrees to maintain and operate the irrigation system and will pay all costs associated with the repair or replacement of the said system. The City will not pay for any expansion of the system unless requested by the Parks, Rec., and Forestry Department and approved by the City Council.
  - d. The City will arrange and pay for an approved weed control application twice (2) per year one week on either side of June 1<sup>st</sup> and September 1<sup>st</sup> and fertilizer applications three (3) times/season (or as needed dependent upon weather) at a rate of one pound of N per 1000 sq. feet per application. The first application applied not before May 15<sup>th</sup>, the second application around July 1<sup>st</sup> (allow a six-week interval from May 15<sup>th</sup> application), and the third application not before September 15<sup>th</sup> application.
  - e. The City will pay for all electricity costs associated with field lighting and building use.
  - f. The City will be responsible for the maintenance and repair of all structures, including buildings, fences, press boxes, crowd's nest, bleachers, and lights.
  - g. The City will provide garbage service containers and pay disposal costs to include: 450-gallon and 30-gallon garbage containers, garbage can liners for 30-gallon containers; pickup and

dumping of 450-gallon containers only.

- h. The City will provide water for irrigation and building use.
- i. The City will provide all materials and labor to maintain and clean restrooms, Monday-Friday, during regular City hours.
- j. The Organization must clean the restrooms following all games. The City will provide cleaning supplies to the Organization.
- k. The Organization will be responsible for game day preparations in conjunction with Spearfish High School including painting the field, setting goals and bleachers, operating the field lighting, setting flags, and any other gameday-related tasks.
- l. The Organization will coordinate with the Spearfish School District and Spearfish Soccer Association to maintain and replace field equipment such as nets, goals, and flags, for all playing fields. Netting shall be removed from goals at the end of the playing season; goals and equipment are to be moved to areas off fields for field maintenance access.
- m. The Organization will be responsible for the operation of the scoreboards.
- n. The Spearfish Soccer Association will be responsible for mowing and trimming the fields and surrounding area at least one time per week from April 1st-May 31st. The City will be responsible for mowing and trimming the fields and surrounding area at least one time per week from June 1st-July 31st. The Spearfish School District will be responsible for mowing and trimming the fields and surrounding area at least one time per week from August 1st-October 31st.
- o. The Organization will be responsible for garbage and litter pickup of the fields, parking areas, and spectator areas after each event. If a City employee has to pick up litter and change bags out of garbage containers and move to dumpsters after an event, then the Organization will be charged an hourly rate.
- p. The Organization will be limited to using the facility for game play only (practice to remain at Ronnie Theisz Field) and is responsible for scheduling all games with the City's designated field coordinator and arranging and paying for coaches and officials as needed. **Schedules of games must be submitted to the City before the start of the season(s).** If a schedule is not submitted before the start of the season, field access cannot be guaranteed.
- q. The Organization is responsible for the safekeeping of the keys issued to its representatives. Keys must be checked out with City staff. In the event that Organization leadership changes,

the outgoing Organization member must turn the keys back into the City and the incoming Organization member must check out the keys with City staff. In the event that keys are lost or not turned in and the City must change the locks at the facility, the Organization will be responsible for the cost to replace the locks.

- r. The Organization agrees to have and implement a Code of Conduct to help assure sportsmanlike conduct of all participants in youth sports, especially athletes, parents, and coaches.
- s. The Organization understands that the facility is substance-free at all times.
- t. The organization shall designate one (1) person and one (1) alternate to serve as the contact person.
- u. The Organization will also be responsible for providing the City with a designated contact including contact information, and a current copy of the Organization's insurance policy.
- v. Spearfish Youth Soccer will have priority field use on the soccer field from April 1st-July 31st. The Spearfish School District will have priority use on the soccer field from August 1<sup>st</sup>-October 31<sup>st</sup>. BHSU will be secondary from August 1<sup>st</sup>-October 31<sup>st</sup>. In the event of playoff games, BHSU will be given priority during the month of November. In the event of a scheduling conflict, priority of field use will be given to Spearfish-based teams/associations. "Spearfish based" is defined as 51% or more of the players on the team/association residing within the boundaries of the Spearfish School District. All other organizations wishing to use the field will be considered subordinate. In the event of a conflict with field usage between Spearfish-based teams/associations and non-Spearfish-based teams/associations, priority will be given to the Spearfish-based team/association. In the event of a conflict with field usage between multiple Spearfish-based teams/associations or between multiple non-Spearfish-based teams/associations, the City will distribute available field space based on the number of participants in each organization.
- w. The Spearfish Sasquatch has exclusive rights to concession operations. All organizations wishing to use concessions must coordinate with the Spearfish Sasquatch.

3. In the event that the Organization does not adhere to the conditions outlined in this MOU, the City will give the Organization 72-hour notice to comply. In the event that the City must cover the Organization's obligations, the Organization will be billed in accordance with the established fee resolution. If this becomes common practice, the Organization will lose field rights.



| Exhibit B "Sports Complex Maintenance Schedule" |        |        |        |        |             |             |             |  |  |  |                                             |
|-------------------------------------------------|--------|--------|--------|--------|-------------|-------------|-------------|--|--|--|---------------------------------------------|
| Field                                           | April  | May    | June   | July   | August      | September   | October     |  |  |  |                                             |
| Spartan Upper Field                             | SYS    | SYS    | City   | City   | Rams        | Rams        | Rams        |  |  |  | Spearfish Soccer Association-SYS            |
| Spartan Lower Field                             | SYS    | SYS    | City   | City   | City        | City        | City        |  |  |  | City of Spearfish-City                      |
| Hillsvie Field                                  | SYS    | SYS    | City   | City   | City        | City        | City        |  |  |  | Legion Baseball-Legion                      |
| Lion's Park                                     | City   | City   | City   | City   | City        | City        | SYS         |  |  |  | Spearfish Youth Baseball and Softball-SYBSA |
| BHE Legion Field                                | Legion | Legion | Legion | Legion | Legion      | Legion      | City        |  |  |  | Spearfish School District-High School       |
| BHE Soccer Field                                | SYS    | SYS    | City   | City   | High School | High School | High School |  |  |  | Black Hills State University-BHSU           |
| BHE Softball Field                              | SYBSA  | SYBSA  | SYBSA  | SYBSA  | SYBSA       | SYBSA       | City        |  |  |  | Spearfish Adult Softball-Adult              |
| Spearfish Forest Products Major's               | SYBSA  | SYBSA  | SYBSA  | SYBSA  | City        | SYBSA       | SYBSA       |  |  |  | BHYFL-Spearfish Rams-Rams                   |
| Spearfish Forest Products Minor's               | SYBSA  | SYBSA  | SYBSA  | SYBSA  | City        | SYBSA       | SYBSA       |  |  |  |                                             |
| Spearfish Forest Products T-Ball                | City   | SYBSA  | SYBSA  | City   | City        | SYS         | SYS         |  |  |  |                                             |
| Spearfish Forest Products Teener                | Legion | Legion | Legion | Legion | City        | City        | City        |  |  |  |                                             |
| Spearfish Forest Products Ronnie Theisz         | BHSU   | BHSU   | BHSU   | BHSU   | BHSU        | BHSU        | BHSU        |  |  |  |                                             |
| BHSU Adult Field 1                              | City   | Adult  | Adult  | Adult  | Adult       | Adult       | City        |  |  |  |                                             |
| BHSU Adult Field 2                              | BHSU   | Adult  | Adult  | Adult  | Adult       | BHSU        | BHSU        |  |  |  |                                             |
| BHSU Adult Field 3                              | City   | Adult  | Adult  | Adult  | Adult       | Adult       | City        |  |  |  |                                             |



## **FIRST AMENDMENT TO SPORTS FIELD MEMORANDUM OF AGREEMENT**

**THIS FIRST AMENDMENT TO SPORTS FIELD MEMORANDUM OF AGREEMENT** (hereinafter “Amendment”), effective as of August 4, 2026, regardless of a later date of execution (the “Effective Date”), is entered into by and between the **CITY OF SPEARFISH**, a municipal corporation and political subdivision of the State of South Dakota, 625 North Fifth Street, Spearfish, South Dakota 57783 (hereinafter “City”) and **BLACK HILLS STATE UNIVERSITY** (“Organization”) (each individually referred to herein as a “Party” and collectively as the “Parties”).

### **RECITALS**

WHEREAS, the City and Organization entered into that certain Sports Field Memorandum of Agreement dated August 7, 2023 (the “Agreement”) for the operation, use, and maintenance of Black Hills Energy Sports Complex Soccer Field (the “Facility”), which is property owned by the City; and

WHEREAS, certain provisions of the Agreement are no longer applicable; and

WHEREAS, the City and the Organization desire to extend the term of the Agreement for five (5) years.

**AND NOW, THEREFORE**, for and in consideration of the mutual covenants contained in this Amendment, the City and Organization agree as follows:

1. Section 1 Term and Renewal of the Agreement is hereby amended to provide:

“The term of this agreement is for five (5) years, commencing on August 4, 2026. Unless terminated as provided herein.”

2. Section L of Exhibit A of the Agreement is hereby amended to provide:

“The Organization will be responsible for game day preparations in conjunction with the Spearfish School District to maintain and replace field equipment such as nets, goals, and flags, for all playing fields. Netting shall be removed from goals at the end of the playing season; goals and equipment are to be moved to areas off fields for field maintenance.”

3. Section N of Exhibit A of the Agreement is hereby amended to provide:

“The City will be responsible for mowing and trimming the field and surrounding areas one time per week from April 1<sup>st</sup> to October 31<sup>st</sup>. If additional mowing and trimming are needed during the week or for any other reason, this will be the responsibility of the Organization.”

4. Section V of Exhibit A of the Agreement is hereby amended to provide:

“The Spearfish School District will have priority use on the soccer field from June 1<sup>st</sup> – October 31<sup>st</sup>. BHSU will be secondary from August 1<sup>st</sup> – October 31<sup>st</sup>. In the event of playoff games, BHSU will be given priority during the month of November. In the event of a scheduling conflict, priority of field use will be given to Spearfish-based teams/associations. “Spearfish-based” is defined as 51% or more of the players on the team/association residing within the boundaries of the Spearfish School District. All other organizations wishing to use the field will be considered subordinate. In the event of a conflict with field usage between Spearfish-based teams/associations and non-Spearfish-based teams/associations, priority will be given to the Spearfish-based team/association. In the event of a conflict with field usage between multiple Spearfish-based teams/associations or between multiple non-Spearfish-based teams/associations, the City will distribute available field space based on the number of participants in each organization.”

5. Exhibit B “Sports Complex Maintenance Schedule” is removed from the Agreement.

6. Except as otherwise provided in this Amendment, all words and definitions used in this Amendment shall have the same meaning in this Amendment as in the Agreement.

7. Other than as provided in this Amendment, all terms and provisions of the Agreement are hereby ratified and confirmed.

**IN WITNESS WHEREOF**, the Parties hereby execute this Amendment to be effective as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]

**CITY OF SPEARFISH**

---

Rex McDonald, Parks and Recreation Director

**BLACK HILLS STATE UNIVERSITY**

---

Kathy Johnson, VP of Finance





## Agenda Item Report

**Parks**

Item # 12.D.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Parks and Recreation

**Request:**

Authorize staff to continue to work with Spearfish Baseball Association (SBA) to construct an indoor training facility, bid documents, and lease agreement.

**Background Information:**

**Fiscal Impact:** N/A

**Recommended City Council Action:** Approve

**Staff Contact Information:**

Rex McDonald, 605-717-1142, [r.mcdonald@spearfish.gov](mailto:r.mcdonald@spearfish.gov)

**Attachments:**

None



## Agenda Item Report

Police

Item # 13.A.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Police

**Request:**

Approve the Memorandum of Understanding with Black Hills State University for staff.

**Background Information:**

**Fiscal Impact:**

**Recommended City Council Action:**

**Staff Contact Information:**

Collin Smith, 605-717-6931, [c.smith@spearfish.gov](mailto:c.smith@spearfish.gov)

**Attachments:**

1. BHSU MOU

## **MEMORANDUM OF UNDERSTANDING FOR ON-CAMPUS LAW ENFORCEMENT**

This **MEMORANDUM OF UNDERSTANDING FOR ON-CAMPUS LAW ENFORCEMENT** (“MOU”) is made and effective this \_\_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”), by and between the **CITY OF SPEARFISH**, a municipal corporation and political subdivision of the State of South Dakota, 625 North Fifth Street, Spearfish, South Dakota 57783 (“Spearfish”) and **BLACK HILLS STATE UNIVERSITY** (“BHSU”), a public institution of higher education under the control and management of the South Dakota Board of Regents (“BHSU”). Each party may be referred to herein individually as a “Party” and collectively as the “Parties”.

### **RECITALS**

**WHEREAS**, Spearfish, through its Police Department (“Department”), has responsibility for law enforcement in Spearfish; and

**WHEREAS**, BHSU has a responsibility to its students, faculty, and the community of Spearfish to provide a safe learning environment and for the protection of its physical grounds and property; and

**WHEREAS**, cooperation between Spearfish, the Department, BHSU, and the BHSU Public Safety Department (“Public Safety”) is essential for maintaining a safe and effective learning environment on the BHSU campus for students, staff, and the general public; and

**WHEREAS**, through collaboration, the Department and BHSU will strive to provide a safe and secure university environment designed to maximize effective teaching and learning without fear of violence or intimidation; and

**WHEREAS**, this MOU will outline the working relationship and shared responsibilities between Spearfish, the Department, and BHSU.

### **AGREEMENT**

**NOW, THEREFORE**, the Parties agree as follows:

1. **Campus Officer Duties and Department Responsibilities.** The Parties agree that Spearfish and the Department will provide dedicated law enforcement officers (“Campus Officers” or “CO”) to provide policing and law enforcement services on the campus of BHSU. For the initial term of this Agreement, the Department will provide one (1) CO. The Parties may agree in writing to increase the number of COs during the term of this Agreement. Campus Officers and the Department will share the following duties and responsibilities:

- 1.1. Any law enforcement officer selected by the Department to be a CO will be a duly qualified and certified law enforcement officer who meets all the requirements of Spearfish to be a police officer for the Department.
- 1.2. The COs will work to protect the university and campus environment and work to maintain an atmosphere where teachers feel safe to teach and students feel safe to learn. The COs will work to maintain a university that is free of illegal drugs, violence, weapons, and gang activity.
- 1.3. The COs, in cooperation with BHSU and Public Safety, will strive to provide a secure university facility and will coordinate safety efforts between the Department and BHSU.
- 1.4. The Department will respond when a student is suspected of or has been charged with a criminal offense as provided by Spearfish City Ordinance, South Dakota Codified Law, or federal law. The COs shall not take any law enforcement action against any student for violations of university rules only and shall not be involved in matters of university discipline.
- 1.5. Each CO may be assigned additional duties to include, but not limited to, safety programming. These assignments or numbers can be adjusted annually or as needed by the Department. The decision as to which CO is assigned will be decided by the Department with collaboration from Public Safety. The Department will assign COs to work in the BHSU buildings during the school year.
- 1.6. The COs will share information with Public Safety about persons or conditions that pertain to campus safety concerns. The COs shall assist Public Safety in developing plans and strategies to prevent or minimize dangerous situations.
- 1.7. The COs must coordinate with Public Safety and seek permission, guidance, and advice prior to enacting any programs within the university.
- 1.8. The COs will wear Department-approved uniforms, business professional attire, or business casual attire with appropriate logos and name badges depending on the time of school year, the type of activity or program, and the requests of Public Safety or the Department. The COs shall wear their Department-issued duty weapons in accordance with Department policy.
- 1.9. Subject to the Family Educational Rights and Privacy Act of 1974, as amended (hereinafter "FERPA"), the COs will be actively involved in investigating crimes originating on or within the BHSU campus when possible.
- 1.10. The COs shall not transport students in Department vehicles except:
  - 1.10.1. When the student is a victim of a crime, under arrest, or some

other emergency circumstance exists, or

- 1.10.2. When students are suspended or excluded from campus pursuant to university disciplinary actions and the student is disruptive or disorderly such that the student's continued presence on campus is a threat to the safety and welfare of other students, BHSU personnel or the general public. Public Safety shall have primary responsibility for excluding such students from campus. Transporting a student in a Department vehicle under this scenario is at the CO's sole and exclusive discretion.

## **2. BHSU Responsibilities.**

- 2.1. Students are considered to be under the authority of BHSU when they are on the BHSU campus or other BHSU property, or while participating in or attending BHSU-sponsored activities or events, whether conducted on or off BHSU property. BHSU is solely responsible for supervising or detaining students for the enforcement of school disciplinary matters. It is the sole prerogative of BHSU to impose disciplinary sanctions for infractions of university rules and policies. The COs should work collaboratively to report any observed violations of university policy to Public Safety.
- 2.2. When a BHSU official has a reasonable suspicion to believe a crime has been committed by a student while under the authority of BHSU, Public Safety may notify a CO or, if a CO is unavailable, contact the Department. In emergency situations, university officials will notify the Department via the most expedient manner available which may include calling 911.
- 2.3. BHSU and Public Safety will assist the COs to strive to ensure each university facility is appropriately secured.
- 2.4. BHSU shall provide the COs with a furnished and secure private office.

## **3. Supervision and Responsibility.**

- 3.1. The COs shall be employees of the Department and shall be subject to the administration, supervision, and control of the Department, with input from BHSU, except as concerns educational records subject to FERPA, in which case the COs shall be under the direct control of BHSU as set forth in herein and as provided for and consistent with FERPA, and shall coordinate and communicate with the appropriate BHSU officials as appropriate.
- 3.2. Except as to FERPA records, the COs shall be subject to all personnel policies and practices of the Department and the City of Spearfish except such policies or practices as may be modified by the terms and conditions of this MOU. Except as provided above, an CO cannot act in any manner that will conflict with any

Department or City of Spearfish policy or procedure or any federal, state, or local laws. The COs are accountable to their Department supervisors through their chain of command.

- 3.3. The Department will determine the work schedule for COs. The COs will attend and provide services at select BHSU functions outside of regular school hours. The COs will collaborate with Public Safety to determine which functions they will attend. If it is determined that the CO needs to attend a BHSU function but doing so will significantly impact the COs regular work week, the CO will attempt to flex the regular work week hours when needed. If a CO is unable to attend an event that the Department and BHSU determine requires law enforcement presence, other Department personnel may attend if possible.
  - 3.4. It is the Parties' intent that each CO will work approximately forty (40) hours per week, but that the hours will be staggered in order that COs may be present during regular business hours and at extracurricular and other BHSU activities outside regular business hours without incurring excessive overtime. The Parties agree to work together on flexible and responsive scheduling of the COs. Time spent by COs attending court or working on criminal cases arising from or out of their obligations as an CO will be considered hours worked under this MOU.
  - 3.5. The Department retains full rights to remove any CO from any school for Department purposes including, but not limited to, training, critical workforce needs, vacation, sick leave, court, meetings, and emergency situations. The Department will work to minimize the absences of the COs. The Department will attempt to provide advance notice of an absence to Public Safety. In the event a CO will be absent for an unscheduled reason, the CO will notify his or her supervisor in the Department and Public Safety. During absences, the remaining COs will cover the needs of the absent CO by prioritizing requests for assistance based on the emergent circumstances related to the requests, and the Department may take steps to increase police presence around the university campus (e.g., increased patrolling).
4. **CO Procedures.** The CO's main responsibility is that of a law enforcement officer first and the CO will enforce any and all federal, state, and local laws as they deem necessary in their professional judgment.
    - 4.1. When investigating a crime, COs and Department personnel are permitted to interview students while on BHSU property while classes are in session after notifying Public Safety and making arrangements before interviewing a student. The Department personnel or CO or Public Safety shall notify the parents or guardian of any minor student ahead of time that the interview is to take place and shall invite the parents or guardian to be present. Public Safety may be present during the interview if requested to be present by the student or the parents or guardian. Public Safety will call the student to the office or other area where the

interview is to take place.

- 4.2. Emergency cases in which the health, safety, or welfare of a student or property is at stake may require immediate action by the Department or CO and may not allow for prior notification of or permission from Public Safety. It is the obligation of the Department to notify Public Safety as soon as possible in such cases.
- 4.3. Notification of parents or guardians is not required when the Department is investigating child abuse cases as provided by South Dakota law. Public Safety or its designee may be present during an interview for suspected child abuse when requested by the student or parents or guardian.
- 4.4. The CO may speak with a student without permission of the parent or guardian or BHSU when that student seeks out the CO to explain a situation that a student wishes to make known to the CO. If, in the opinion of the CO, the information the student provided requires involvement of the parents or guardian, the CO will advise Public Safety and notify the parents or guardian.

5. **Access to Education Records.**

- 5.1. The COs' use of educational records, as defined by FERPA, are specifically subject to this Section. This Section shall override any Department rules and regulations regarding reporting or information sharing.
- 5.2. For purposes of FERPA, the COs are school officials with a legitimate educational interest in the educational records. As such, the Parties agree the COs:
  - 5.2.1. Perform an institutional service or function for which BHSU would otherwise use employees (e.g., the provision of security); and,
  - 5.2.2. Are under the direct control of BHSU for all purposes related to educational records subject to FERPA; and,
  - 5.2.3. Are specifically subject to FERPA's use and re-disclosure requirements; and,
  - 5.2.4. Satisfy the criteria as school officials specified in BHSU's annual notification of FERPA rights.
- 5.3. COs are entitled to school officials' access to educational records subject to FERPA, but may not re-disclose such records to any party that is not a BHSU school official (including but not limited to the Department or any non-CO) unless all FERPA disclosure requirements are fulfilled.

6. **Insurance.** BHSU and Spearfish shall each maintain occurrence based general liability insurance or equivalent form, with a limit of not less than \$1,000,000.00 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement and shall be no less than two times the occurrence limit. Spearfish understands and agrees that BHSU is subject to the limitations of liability set forth in SDCL Chs. 3-21 and 3-22; that BHSU participates in the Public Entity Pool for Liability Agreement; and the coverage provided thereunder constitutes BHSU's sufficient coverage for this section.
7. **Workers Compensation.** The parties are not joint employers. The parties to this MOU shall comply with the Workers Compensation requirements of South Dakota law.
8. **Joint Powers.** The appointments and authorizations contained herein do not constitute a joint exercise of powers pursuant to SDCL Ch. 1-24.
9. **Training.** COs will attend training as required for their law enforcement certification or employment with the City of Spearfish. The Department may also direct the COs to attend additional or CO-specific training. To the best of their ability, the COs and the Department will consult with Public Safety regarding the timing of any additional or CO-specific training.
10. **Number of COs and Cost.** The number of COs will be mutually agreed upon by both Parties consistent with the terms of this MOU. The COs shall be employees of the City of Spearfish, and the City of Spearfish will pay all wages due and other compensation in accordance with the City of Spearfish pay scales and policies to the COs. Spearfish will also make available to the COs all benefits and insurance plans available to other law enforcement officers. BHSU shall reimburse Spearfish for the full gross wages paid to the COs, and for the full cost of "Employee Only" insurance premiums and other benefits for each CO. Additionally, BHSU shall fully reimburse Spearfish for certain costs and expenses related to the provision of the COs, as more fully set forth in Exhibit A attached hereto, which is fully incorporated herein by reference. Spearfish will invoice BHSU for reimbursement, with the costs for gross wages and "Employee Only" insurance premiums and other benefits being invoiced on a monthly basis and all other costs, including but not limited to the costs for equipment, being invoiced annually. All such invoices shall be paid within thirty (30) days of the date of invoice.
11. **Term of Agreement.** This MOU is effective upon the Effective Date and shall remain in effect for a period of three (3) years unless sooner terminated by either Party hereto in accordance with the terms of this MOU.
12. **Termination.** Either Party may terminate this MOU for any reason by giving the other Party written notice of the termination. Any such termination notice must be received by the other Party no later than May 1 of any year, and will not be effective until June 30 of that year.
13. **Non-appropriation.** The termination provisions of Paragraph 9 notwithstanding, in the



event funds are not appropriated for the subsequent year for the COs, this MOU will terminate on the last day of the current fiscal year with no further liability or obligation of either Party to the other.

14. **Notices.** All written correspondence and notices pertaining to this MOU shall be provided by certified mail, return receipt to the addresses above.
15. **Amendment.** Any amendment to or modification of this MOU is binding only if set forth in a writing signed by both Parties.
16. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of South Dakota. Any action pertaining to or affecting this Agreement shall be venued in the Fourth Judicial Circuit, Lawrence County, South Dakota.
17. **Complete Agreement.** This MOU constitutes a written memorandum of the entire understanding and agreement between the Parties and supersedes all prior understandings, negotiation, or agreements between them, whether written or verbal, with respect to the subject matter hereof.

(Separate signature pages follow)

**CITY OF SPEARFISH**

\_\_\_\_\_  
John Senden, Its Mayor

(Seal)

Attest:

\_\_\_\_\_  
Michelle DeNeui, Finance Officer

State of South Dakota       )  
                                          ) ss.  
County of Lawrence         )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned officer, personally appeared John Senden and Michelle DeNeui, known to me or satisfactorily proven to be the persons described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

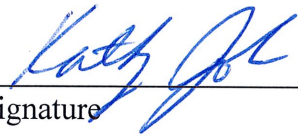
*In Witness Whereof*, I have set my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**BLACK HILLS STATE UNIVERSITY**

  
Signature

*Kathy Johnson, VP of Finance & Admin*  
Printed Name & Title

*07-24-26*  
Date

**Exhibit A**  
To that Certain Memorandum of Understanding (“MOU”)  
Between  
City of Spearfish (“Spearfish”)  
and  
Black Hills State University (“BHSU”)

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As set forth in the MOU between Spearfish and BHSU, BHSU shall reimburse Spearfish for the following costs and expenses associated with each Campus Officer:

Wages and Benefits

BHSU shall be responsible for the actual gross wage expense incurred by Spearfish for each CO, including all overtime that is incurred by the CO due solely to the CO’s campus responsibilities. This is not intended to obligate BHSU to pay overtime incurred by the CO due to work for the Department outside of the CO obligations. BHSU shall also be responsible for the cost of all health insurance premiums and the cost of other benefits (e.g., vision, dental, etc.) for each CO; *except*, that BHSU shall only be responsible for the insurance and other benefits costs at the “Employee Only” coverage level. If the CO elects a coverage level other than “Employee Only” (e.g., Employee + Spouse, Employee + Family, etc.), BHSU shall only be responsible for the costs as if the CO had elected “Employee Only” Coverage only.

Upon designation of a police officer as the CO, Spearfish shall provide BHSU with an accounting of the wages and benefits associated with the designated CO. BHSU shall reimburse Spearfish for the actual wages and benefits of the designated CO; provided, however, that BHSU’s reimbursement obligation shall not exceed the total wages and benefits of the highest step in the grade of police officer for the Spearfish Police Department and highest benefit election amount during any year of the term of this MOU, which is \$41.37 per hour regular rate and \$62.06 per hour overtime rate or \$86,050.00 annual salary for 2080 hours or \$86,360.30 for 2085 hours (5 hours of overtime) for wages and \$29,801.00 for benefits for 2027. This total wages and benefits of the highest step in the grade of police officer for the Spearfish Police Department and highest benefit election amount is subject to change during the term of this MOU for each fiscal year. Accordingly, the reimbursement amount shall be adjusted to reflect changes resulting from annual wage adjustments authorized under Spearfish personnel policies, changes in employee benefit premium costs, or changes to the CO’s elected benefits resulting from qualifying life events or other authorized benefit elections, provided that such adjustments shall not increase BHSU’s actual reimbursement obligation above the equivalent wages and benefits of the highest step in the grade of a police officer for the Spearfish Police Department for the fiscal year in which the reimbursement is made by BHSU.

Training

BHSU shall be responsible for the costs of any in-service training that BHSU requires for COs. Spearfish shall be responsible for the costs of any in-service training otherwise required.

### Equipment Costs

BHSU shall be responsible for the actual costs for the equipment for each CO. BHSU shall be responsible for costs of both the initial provision of the equipment and any necessary replacement, unless the cause of or need for replacement is the fault of the CO. The equipment requirements may be amended and updated annually as the required equipment and the associated costs change. The total cost of all required equipment at the time of the execution of this MOU is \$14,658.





## Agenda Item Report

Police

Item # 13.B.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Police

**Request:**

Approve continued contract negotiations for consolidation of PSAP services with Lawrence County at a cost not to exceed \$300,000 in 2027.

**Background Information:**

Action is needed to confirm the City's participation in the consolidation of the Public Safety Answering Point (PSAP) services with Lawrence County. The formal agreements are under review by both agency's legal counsel, but a commitment is needed for the Sheriff to present his budget requests to the County Commission and for the Chief to move forward with operational changes and budget amounts for 2027. Once the agreements have approval by legal counsel, they will come forward for action by the council.

**Fiscal Impact:** Some of the proposed costs would be an eligible expenditure from the 911 Fund that the City maintains, but some costs would come from General Fund. Overall, the cost is a decrease from prior budgets. Without the consolidation, the 2027 911 Communications budget is projected to be \$981,922, with \$250,000 being transferred from the General Fund to support operations.

**Recommended City Council Action:** Approve

**Staff Contact Information:**

Collin Smith, Michelle DeNeui, 605-717-6931, 605-642-1325, c.smith@spearfish.gov, m.deneui@spearfish.gov

**Attachments:**

None



## Agenda Item Report

Public Works

Item # 14.A.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Public Works

**Request:**

Approve Easement Agreement with Elkhorn Ridge @ Frawley Ranches, LLC for the purposes of constructing a sidewalk adjacent to Colorado Loop.

**Background Information:**

Along with the widening of Colorado Boulevard that is currently underway, the City has installed sidewalk adjacent to the Sky Ridge neighborhood, developed by the City as Tax Increment Financing District #6 for Workforce Housing. Sidewalk Crossings were installed at the intersection of Colorado Boulevard and Colorado Loop, but the existing sidewalk on Colorado Loop does not extend all the way to Colorado Boulevard. Additionally, there is insufficient room within the platted right of way to extend sidewalk to complete the connection. This easement will provide space for a public sidewalk to be constructed so that pedestrians may safely travel between the Sky Ridge neighborhood including Keating Resources SportsPlex and the commercial area along Colorado Loop. A Rapid Flashing Beacon will also be installed as part of this project.

Because additional development on and around the property is planned and will affect this sidewalk, the improvement is considered to be temporary until such time as the public roads, and sidewalks are completed and dedicated to the City of Spearfish.

**Fiscal Impact:** Street and Highway Bridge Funds

**Recommended City Council Action:** Approve

**Staff Contact Information:**

Adam McMahon, 605-717-1127, [a.mcmahon@spearfish.gov](mailto:a.mcmahon@spearfish.gov)

**Attachments:**

1. Elkhorn Easement - Sidewalk at Colorado Loop signed



**Prepared by:**  
City of Spearfish  
625 5<sup>th</sup> Street  
Spearfish, SD 57783  
(605) 717-1141

## **EASEMENT AGREEMENT**

This **EASEMENT AGREEMENT** (hereinafter "Agreement") is made and entered into effective September 18, 2025, notwithstanding any later date of execution, by and between **ELKHORN RIDGE @ FRAWLEY RANCHES, LLC (SD BUSINESS ID DL005723)**, with a principal office at 6835 Saint Onge Road, Spearfish, SD 57783 (hereinafter "Owner") and the **CITY OF SPEARFISH**, a municipal corporation and political subdivision of the State of South Dakota, 625 Fifth Street, Spearfish, South Dakota 57783 (hereinafter "Spearfish"). Owner and Spearfish may be referred to herein individually as a "Party" and collectively as the "Parties".

### **RECITALS**

1. Owner is the owner of the following-described real property situated in Lawrence County, South Dakota, to-wit:

The unplatted remainder of SW1/4 SE1/4 bounded on the east by Highway 85, bounded on the south by E. Colorado Blvd, and bounded on the west by Colorado Loop, except platted lands of Section 15, T6N, R3E, BHM, Lawrence County, South Dakota.

(hereinafter the "Property"). The Property is generally indicated on the diagram attached hereto as Exhibit A.

2. Spearfish requires an easement on and across the Property for the purposes of making improvements to a public roadway and constructing a sidewalk, and all associated requirements for such, as more fully described in Exhibit B (the "Project").
3. Owner is willing to grant Spearfish the requested easement subject to the terms and conditions of this Agreement.

### **AGREEMENT**

**NOW THEREFORE**, for and in consideration of the mutual covenants, conditions, benefits, payments, and obligations herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of Easement.** Owner grants Spearfish a temporary easement and right of way in,

under, through, over, across and upon the Property with the right, privilege and authority to construct and install a sidewalk (the "Work") as generally indicated in Exhibit B which is incorporated herein by reference.

2. **Purpose and Allowed Use.** Spearfish and its contractors shall have the right of ingress, egress and access to the Property, and to otherwise be on the Property, to do all things necessary to place and use equipment within the Easement Area and to perform Work. However, Spearfish and its contractors shall make commercially reasonable efforts to perform all Work only within the Easement Area.
3. **Property Conditions.** Spearfish agrees it and its contractors will perform all Work in a workmanlike manner and shall return the Property to its original state or better.
4. **Work Limits.** Other than for the Work, no additional land shall be utilized by Spearfish for any other purposes not specified in this Agreement unless and until a supplemental easement agreement is completed with Owner.
5. **Succession.** This easement and Agreement shall be binding upon and inure to the benefit of Spearfish and Owner and their respective successors, legal representatives, and assigns and shall be deemed to run with the land.
6. **Compliance with Laws.** Spearfish's use of the Easement Area shall comply with all federal, state, county, and municipal laws and regulations.
7. **Duration.** Additional development on and around the Property is planned for the future, including the construction and expansion of public roads and streets and construction of additional pedestrian paths and sidewalks. Upon completion of the future development, the public roads and streets and portions of the sidewalks will be dedicated to Spearfish as public right-of-way. Until such time of dedication and acceptance by Spearfish, the sidewalk encompassed by the Work under this Agreement shall remain open for public use and enjoyment. Therefore, the Easement and any rights herein conveyed by Owner to Spearfish shall be perpetual, and shall terminate automatically only at such time as the sidewalk encompassed by the Work within the Easement is dedicated to Spearfish as public right-of-way. Otherwise, the Easement shall remain in place perpetually.
8. **Indemnification.** Spearfish agrees to indemnify and hold Owner harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees, and costs, including attorney's fees, of whatever kind or character, arising from, by reason of, or in connection with Spearfish's negligent use of the Easement Area. However, this section does not require Spearfish to be responsible for or to defend against claims or damages arising solely from errors or omissions of Owner or its officers, agents, or employees.
9. **Binding Agreement; Recording.** All agreements, covenants, conditions, and obligations contained in this Agreement shall be legally binding upon and inure to the benefit of the Parties hereto and their respective successors, heirs, legal representatives, and assigns until it expires by its terms. This Agreement shall be recorded in the Office of the Register of Deeds for Lawrence County, South Dakota.

10. **Complete Agreement.** This Agreement constitutes a written memorandum of the entire understanding and agreement between the Parties and supersedes all prior understandings, negotiation, or agreements between them, whether written or verbal, with respect to the subject matter hereof.
11. **Non-Waiver.** Failure by either Party to insist upon or enforce any of its rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of the Party's right to insist upon strict compliance with the provisions hereof. Either Party hereto may waive the benefit contained in this Agreement.
12. **Modification.** No oral modification hereof shall be binding upon the Parties, and any modification shall be in writing and signed by the Parties.
13. **Attorney's Fees and Costs.** In the event any legal action is filed to enforce or recover under any provision of this Agreement, the prevailing Party in the suit shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing Party.
14. **Severability.** In the event that any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision herein.
15. **Notice.** Notice, demand, or other communication made pursuant to this Agreement by any Party to another shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally at the address stated above.
16. **Construction and Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of South Dakota. Each Party has had the opportunity to review and revise this Agreement, has had equal opportunity for input into this Agreement, and has had the opportunity to have this Agreement reviewed by that Party's own independent legal counsel. No individual Party, nor its respective legal counsel, shall be construed to be the drafter or primary drafter of this Agreement. In the event of any dispute regarding the construction of this Agreement or any of its provisions, ambiguities or questions of interpretation shall not be construed more in favor of one Party than the other. Instead, questions of interpretation shall be construed equally as to each Party.
17. **Other Documents.** The Parties hereby mutually agree to execute any and all other documents necessary or needed to effectuate the purposes of this Agreement.
18. **Forum Selection; Submission to Jurisdiction.** Jurisdiction for any legal suit, action, or proceeding arising out of, based upon, or relating to this Agreement or the transactions contemplated hereby shall lie with the Fourth Judicial Circuit in Deadwood, Lawrence County, South Dakota, and each Party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding.
19. **Waiver of Jury Trial.** Each Party acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to

a trial by jury in respect of any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

20. **Counterparts.** This Agreement may be executed in two or more counterparts, both or all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing any such counterpart. Facsimile and electronic versions of signatures shall be treated as originals.

[SEPARATE SIGNATURE PAGES FOLLOW]

**CITY OF SPEARFISH**

(Seal)

By: \_\_\_\_\_  
John Senden, Its Mayor

Attest:

\_\_\_\_\_  
Michelle DeNeui, Finance Officer

State of South Dakota       )  
                                          ) ss.  
County of Lawrence        )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned officer, personally appeared John Senden and Michelle DeNeui, known to me or satisfactorily proven to be the persons described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

*In Witness Whereof*, I have set my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

ELKHORN RIDGE @ FRAWLEY  
RANCHES, LLC

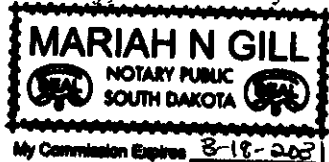
By: Gail Gill Operations MGR.  
Name, Title

State of South Dakota       )  
                                          ) ss.  
County of Lawrence        )

On this 22<sup>nd</sup> day of June, 2026, before me, the undersigned officer, personally appeared [NAME], known to me or satisfactorily proven to be the persons described in the foregoing instrument and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

*In Witness Whereof*, I have set my hand and official seal.

(Seal)

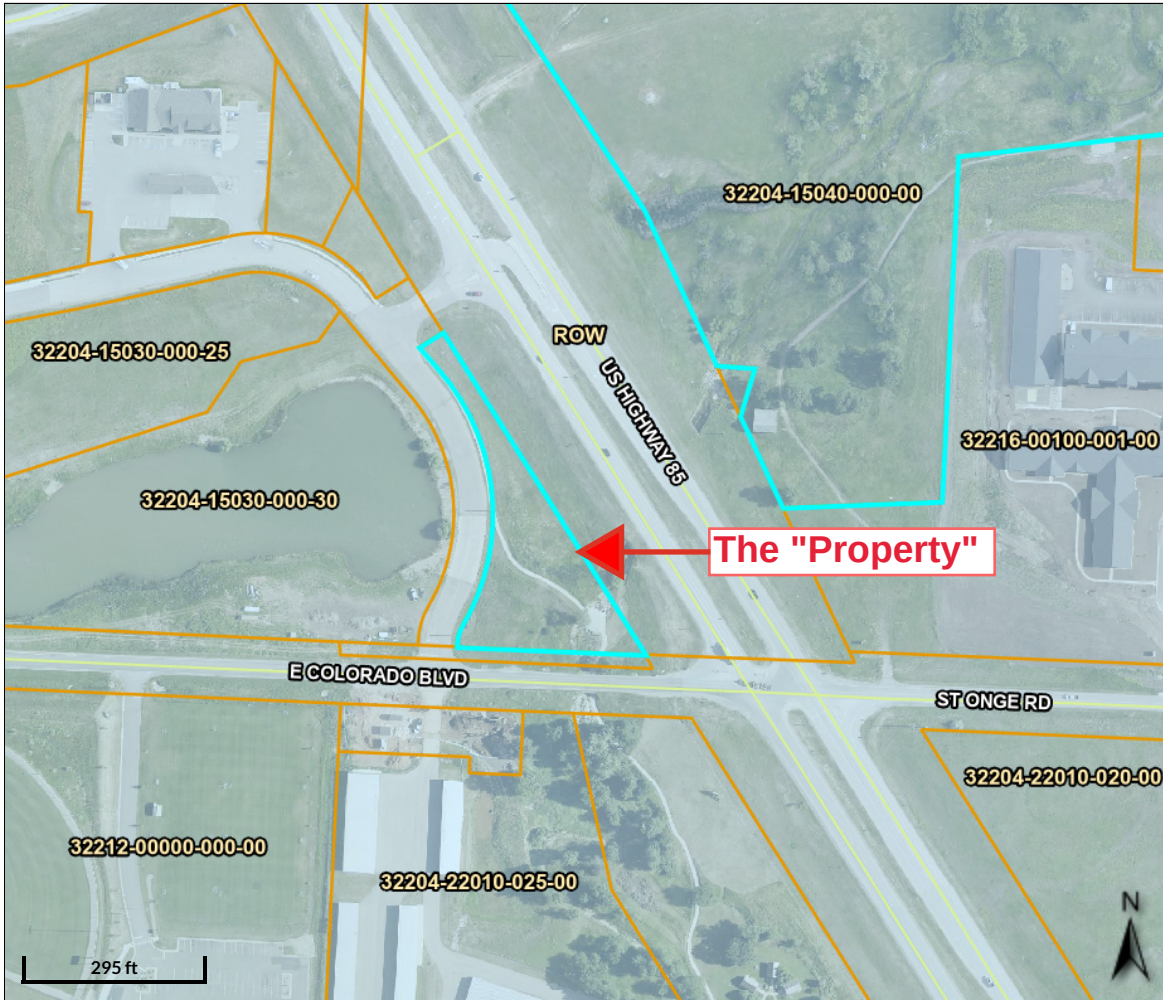
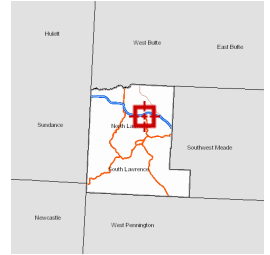


Mariah N. Gill  
Notary Public

My commission expires: 3-18-2031

**Exhibit A to Easement Agreement between  
City of Spearfish  
and  
Elkhorn Ridge @ Frawley Ranches, LLC**

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**Overview****Legend**

- Parcels
- Roads
- Railroads
- Lakes
- City Limits

|                              |                                                                                                                                   |                     |             |                      |                                     |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------|----------------------|-------------------------------------|
| <b>Parcel ID</b>             | 32204-15040-000-00                                                                                                                | <b>Alternate ID</b> | n/a         | <b>Owner Address</b> | ELKHORN RIDGE @ FRAWLEY RANCHES LLC |
| <b>Sec/Twp/Rng</b>           | 15-006-03                                                                                                                         | <b>Class</b>        | FARM - Farm |                      | 12600 W COLFAX AVE STE B130         |
| <b>Property Address</b>      | 6835 ST ONGE RD                                                                                                                   | <b>Acreage</b>      | 55.328      |                      | LAKEWOOD, CO 80215                  |
|                              | SPEARFISH                                                                                                                         |                     |             |                      |                                     |
| <b>District</b>              | 40-2_SM-SPFSH                                                                                                                     |                     |             |                      |                                     |
| <b>Brief Tax Description</b> | Elkhorn Ridge Addition Remainder SE1/4 ex Lot H-3 (25.35ac), Lot H4 (.05ac) & portion Tract D (5.05ac) & dedicated St ROW (.94ac) |                     |             |                      |                                     |
|                              | (Note: Not to be used on legal documents)                                                                                         |                     |             |                      |                                     |

Date created: 11/7/2025

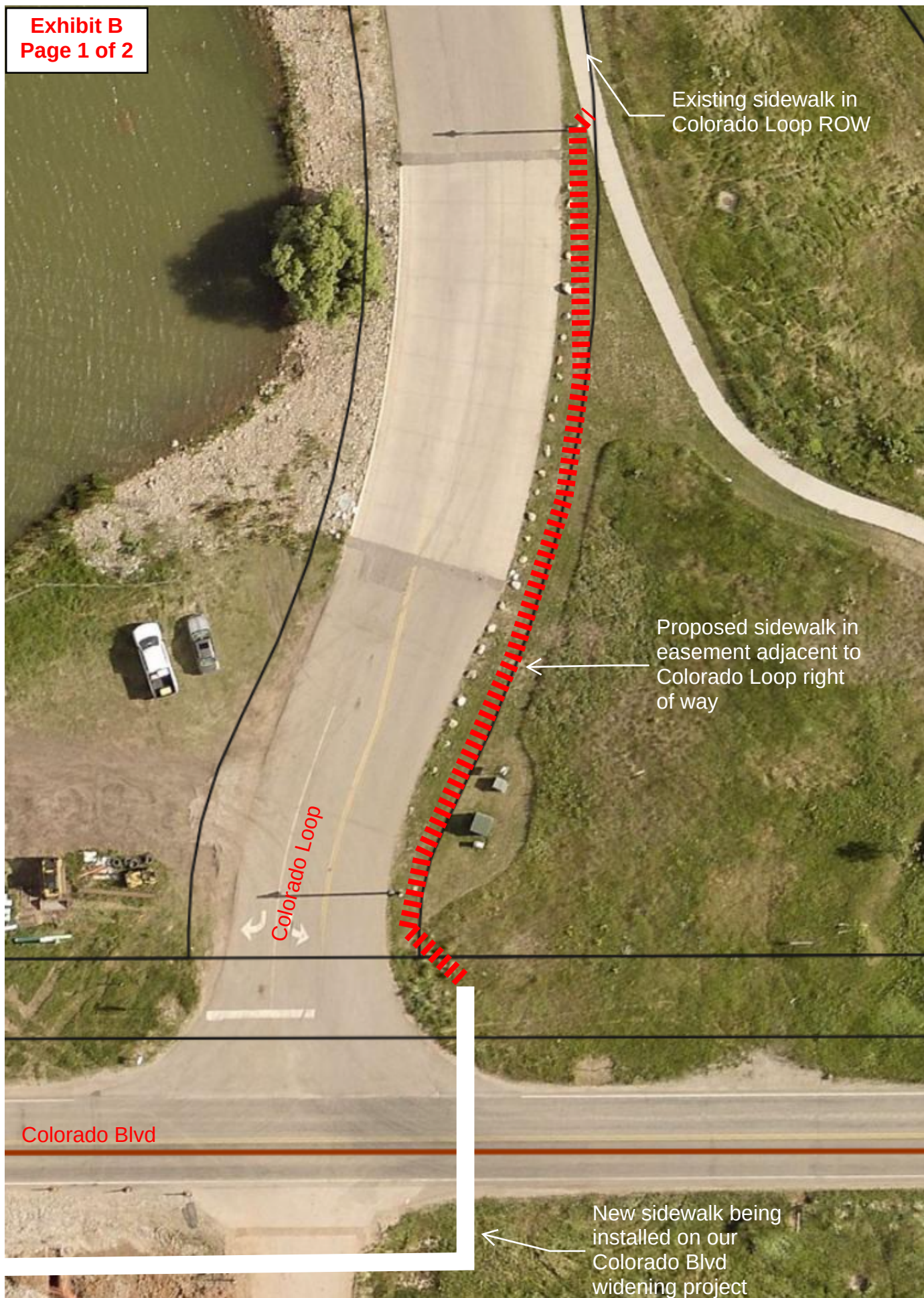
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Developed by **SCHNEIDER**  
GEOSPATIAL



**Exhibit B to Easement Agreement between  
City of Spearfish  
and  
Elkhorn Ridge @ Frawley Ranches, LLC**

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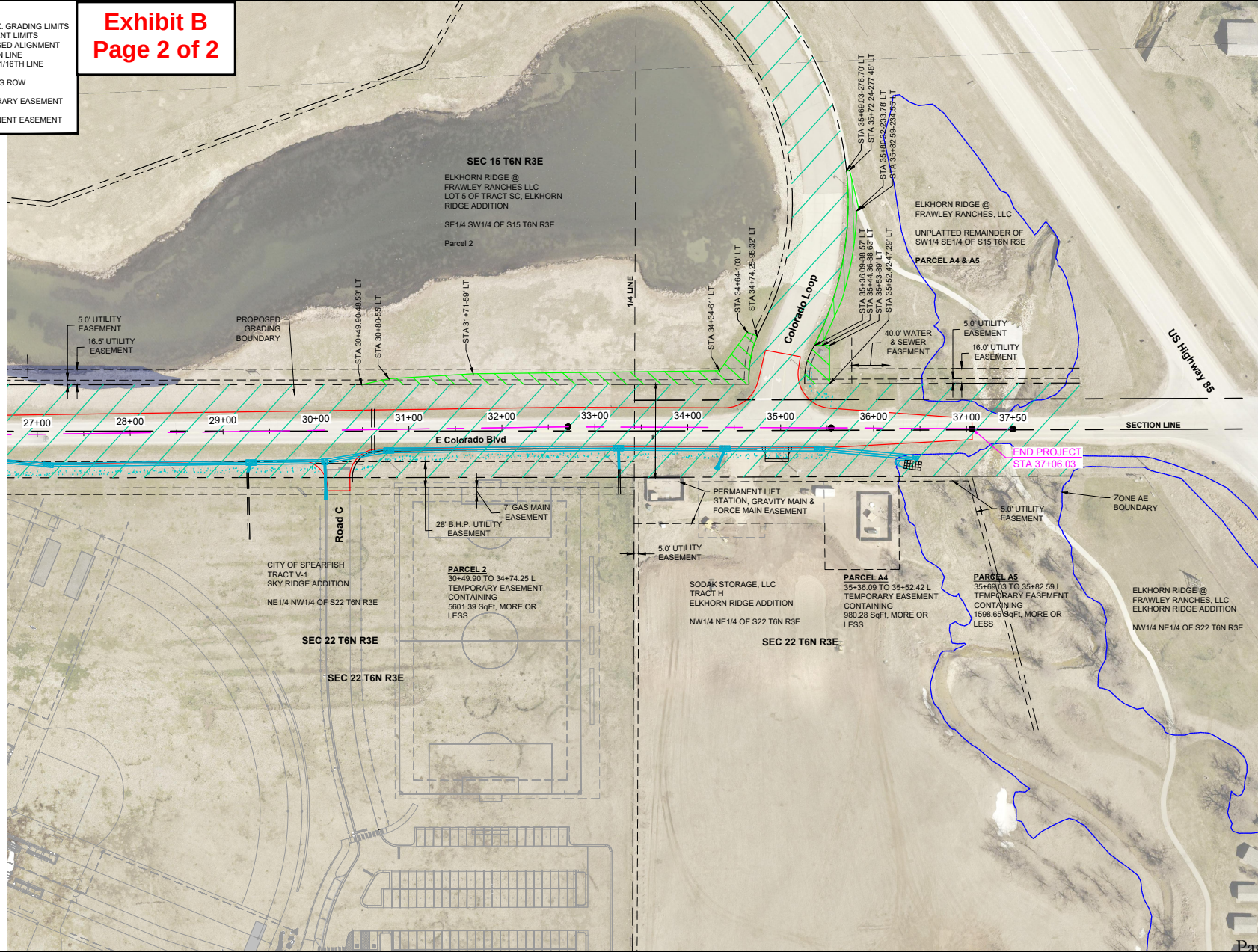
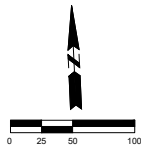




**LEGEND**

- APPROX. GRADING LIMITS
- PAVEMENT LIMITS
- PROPOSED ALIGNMENT
- SECTION LINE
- 1/4TH & 1/16TH LINE
- EXISTING ROW
- TEMPORARY EASEMENT
- PERMANENT EASEMENT

**Exhibit B**  
**Page 2 of 2**



Prepared For:

**HOR ENGINEERING INC.**  
703 MAIN STREET  
SPEARFISH, SD 57701

Scale: 1" = 40'

Designed By: S. SLOWEY

Drawn By: S. KAMINSKY

Design Date: 8/14/2025

First Date: 8/14/2025

Internal Job No: 10341552

Surveyed By: Survey Date:

Revisions:

22

Project No: 2023-04

Sheet Title:

**ROW & EASEMENTS**

**EAST COLORADO BLVD**  
**ROADWAY IMPROVEMENTS**  
**SPEARFISH, SOUTH DAKOTA**

Sheet:

**E.2**

Page 13 of 232



## Agenda Item Report

### Public Works

Item # 14.B.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Public Works

**Request:**

Approve Change Order #1 for the Mountain View Elementary project with an increase of \$17,270.80 and a decrease of \$3,247.20, with a net decrease of \$14,023.60 (2.97%).

**Background Information:**

No changes have been made to the completion date of the project. All the costs in this change order have been approved by the School District and will be their responsibility for payment.

An existing oil tank was discovered during excavation, which required removal. This created a void that was replaced with Engineered Backfill. During excavation, there was also a perforated drain pipe discovered, that also required removal. Additionally, the school's sewer service line was a different size than anticipated during the design phase, and resulted in several necessary field changes. The proposed sidewalk gutter drain cover had an unexpected significant lead time, and was modified due to availability. The alternative gutter drain cover was significantly less expensive, creating the decrease of \$3,247.20.

|                                      |                     |
|--------------------------------------|---------------------|
| Original Contract Amount             | \$472,461.43        |
| Change Order #1 Net Increase         | \$14,023.60 (2.97%) |
| <b>Revised Contract Total Amount</b> | <b>\$486,485.03</b> |

See attached 'Change Order 1 Mountain View Elementary'.

**Fiscal Impact:** Streets and Water

**Recommended City Council Action:** Approve

**Staff Contact Information:**

Adam McMahon, 605-717-1127, [a.mcmahon@spearfish.gov](mailto:a.mcmahon@spearfish.gov)

**Attachments:**

1. Change Order 1 Mountain View Elementary





# Construction Change Order

Number: 1

Project: Mountain View Elementary Alley Improvements  
 Project #: 2604  
 Contractor: Hayworth Enterprises LLC.  
 Engineer: City of Spearfish

The following change in plans and/or specifications for the subject project are hereby made:

| Item No. | Item Description                                             | Unit | Unit Price | Changes this CCO | Changes to Date | Current Quantity | Change Amount |
|----------|--------------------------------------------------------------|------|------------|------------------|-----------------|------------------|---------------|
| CCO1.1   | REMOVAL/DISPOSAL OF OIL TANK AND ENGINEERED BACKFILL         | LS   | \$5,260.00 | 1                | 1               | 1                | \$5,260.00    |
| CCO1.2   | 6" PVC SANITARY SEWER SERVICE                                | LF   | \$48.00    | 78               | 78              | 78               | \$3,744.00    |
| CCO1.3   | 2" POLY WATER SERVICE                                        | LF   | \$38.00    | 25               | 25              | 25               | \$950.00      |
| CCO1.4   | 2" TAPPING SADDLE WITH CORP STOP                             | EA   | \$925.00   | 1                | 1               | 1                | \$925.00      |
| CCO1.5   | 2" CURB STOP WITH BOX                                        | EA   | \$875.00   | 1                | 1               | 1                | \$875.00      |
| CCO1.6   | SCHOOL BUILDING INTERIOR PLUMBING CONNECTION (WOLF PLUMBING) | LS   | \$3,616.80 | 1                | 1               | 1                | \$3,616.80    |
| CCO1.7   | CORE DRILL FOUNDATION                                        | LS   | \$700.00   | 1                | 1               | 1                | \$700.00      |
| CCO1.8   | ADDITIONAL CONCRETE STEPS                                    | LS   | \$700.00   | 1                | 1               | 1                | \$700.00      |
| CCO1.9   | REMOVE EXISTING PERFORATED DRAIN PIPE                        | LS   | \$500.00   | 1                | 1               | 1                | \$500.00      |
| CCO1.10  | SIDEWALK GUTTER DRAIN CREDIT                                 | LF   | (\$54.12)  | 60               | 60              | 60               | (\$3,247.20)  |

## Instruction, Description, and Reason for Change:

- During excavation, an existing oil tank was discovered. This will require the tank to be removed and the void replaced with Engineered Backfill.
- A 6" Sanitary Sewer Service and a 2" Water Service are being added to the project for the school building due to a change in service size. This also involves a connection in the building, and core drilling through the foundation to provide a continous pipe through the foundation.
- During excavation, 2 additional steps were found to be deteriorated and required replacement.
- There was an existing perforated drain pipe discovered that will require removal.
- The proposed sidewalk gutter drain cover had a significant lead time and is being modified due to availability.
- All Standard Specifications apply unless otherwise noted.
- No Time will be added to the contract for this change.

## Summary of Contract Time:

### Substantial Completion:

Original Date: Aug 21, 2026  
 Days Added This Order: 0  
 Days Added Prior to This Order: 0  
 Net Days Added to Date: 0  
 Revised Date: Aug 21, 2026

### Overall Completion:

Original Date: Sep 21, 2026  
 Days Added This Order: 0  
 Days Added Prior to This Order: 0  
 Net Days Added to Date: 0  
 Revised Date: Sep 21, 2026

## Summary of Costs:

|                                               |                     |                                  |                     |
|-----------------------------------------------|---------------------|----------------------------------|---------------------|
| Original Contract Amount:                     | <u>\$472,461.43</u> | Increases This Order:            | <u>\$17,270.80</u>  |
|                                               |                     | Decreases This Order:            | <u>(\$3,247.20)</u> |
| Net Change This Order (%):                    | <u>2.97%</u>        | Net Change This Order:           | <u>\$14,023.60</u>  |
| Net Changes to Date (%):                      | <u>2.97%</u>        | Net Changes Prior to This Order: | <u>\$0.00</u>       |
| Total Contract Amount (Including this Order): | <u>\$486,485.03</u> | Net Changes to Date:             | <u>\$14,023.60</u>  |

## Preparation by:

By: Dana Foreman  
 Title: Project Manager  
 Org./Firm: DGR Engineering  
 Date: 7/29/2026

## City Staff Recommendation for Approval:

By: Adam McMahon  
 Title: Public Works Director  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

| Item No. | Item Description | Unit | Unit Price | Changes this CCO | Changes to Date | Current Quantity | Change Amount |
|----------|------------------|------|------------|------------------|-----------------|------------------|---------------|
|----------|------------------|------|------------|------------------|-----------------|------------------|---------------|

**Contractor Acceptance:**

By: Nicole Hayworth  
 Title: Owner  
 Company: Hayworth Enterprises LLC.  
 Signature: Nicole Hayworth  
 Date: 7-30-26

**Approved at City Council Meeting:**

Date: \_\_\_\_\_

**City of Spearfish Mayor Signature:**

By: John Senden  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_



## Agenda Item Report

### Public Works

Item # 14.C.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Public Works

#### **Request:**

Approve the Certificate of Final Completion and Acceptance for the Airport Terminal Project setting November 14, 2025 as the start of the one (1) year warranty and authorizing the Mayor to sign all related documents.

#### **Background Information:**

The Airport Terminal project was completed in conformance with the plans and specifications and has been occupied and functioning since November 14, 2025. The City's consultant, Mead and Hunt, Inc., has compiled the documents to close the project in compliance with federal, state, and local requirements. Approval of the Certificate of Final Completion and Acceptance will enable the final payment to the contractor, Scull Construction Service Inc., releasing retainage.

The final pay request of \$31,251.73 is also on the agenda for approval as part of the bill list. No further changes to the contract amount are required as adjustments made by the two previously approved change orders were sufficient to complete the project.

The final contract amount is \$3,125,172.56. Change orders resulted in an increase of \$85,576.56, or 2.815%.





**Fiscal Impact:** Airport

**Recommended City Council Action:** Approve

**Staff Contact Information:**

Adam McMahon, 605-717-1127, [a.mcmahon@spearfish.gov](mailto:a.mcmahon@spearfish.gov)

**Attachments:**

1. 2411 Airport Terminal Certificate of Completion
2. Completion Forms from SPF-240332-TerminalBuilding-PlansSpecs

# CITY OF SPEARFISH

## CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE

---

**PROJECT:** Terminal Building Construction – Black Hills Airport

**CONTRACT FOR:** For construction improvements in strict accordance with the project Plans and Specifications.

**CONTRACT DATE:** August 19, 2024

**OWNER:**

City of Spearfish  
625 5<sup>th</sup> Street  
Spearfish, SD 57783

**CONTRACTOR:**

Scull Construction Services, Inc.  
P.O. Box 7636  
Rapid City, SD 57702

**DATE OF ISSUANCE:** August 3, 2026

**PROJECT OR DESIGNATED PORTION SHALL INCLUDE:**

*Terminal Building Construction project completed as per specifications.*

The Work performed under this Contract has been reviewed and found, to the City's best knowledge, information and belief, to be complete. The date of Final Completion of the Project and commencement of applicable warranties required by the Contract Documents or portion thereof designated above is hereby established as

*November 14, 2025, begins one (1) year warranty*

---

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. No Exceptions.

JOHN SENDEN - MAYOR

CITY OF SPEARFISH, SD (printed)

BY (signature)

DATE

DUSTIN SCHILLING

SENIOR PROJECT MANAGER

SCULL CONSTRUCTION (printed)

SERVICES, INC.

BY (signature)

DATE

The Owner accepts the Work or designated portion thereof as complete and will assume full possession thereof at 5:30 p.m. on November 14, 2025.

**LIEN AND CLAIMS RELEASE**

Scull Construction, Inc. \_\_\_\_\_ (Contractor),

P.O. Box 7636 - Rapid City, SD 57709 \_\_\_\_\_ (Address)

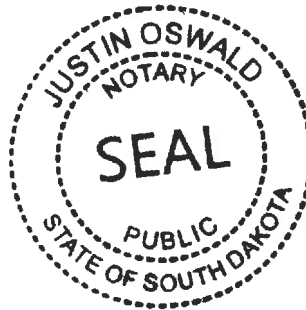
hereby certifies that the work for the above project has been completed in accordance with the Contract Documents, and that all previous progress payments received from the Owner on account of work performed under the Contract referred to has been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with the work covered by prior requisitions for payment under said contract and that all materials and equipment covered by the final requisition for payment are free and clear of all liens, claims, security interests and encumbrances. All persons, firms, and partnerships who have furnished labor and or material to date on said project have been paid.

  
Contractor

Subscribed and sworn before me in the State of South Dakota this 10<sup>th</sup> day of July 2024.

  
Notary Public

8-23-2029  
My Commission Expires



**WARRANTY OF CONSTRUCTION**

Scul Construction, Inc. \_\_\_\_\_ (Contractor),

P.O. Box 7636 - Rapid City, SD 57709 \_\_\_\_\_ (Address)

hereby guarantees that all labor and material furnished and work performed under the above Contract are in accordance with the contract drawings and specifications and authorized alterations and additions thereto, and that all of the work under the Contract is free from faulty materials and improper workmanship, and guaranteed against injury from proper and usual wear, and agreeing (and we do hereby so agree) that should any defect develop during the contract guarantee period, as hereinafter defined, due to improper materials, workmanship or arrangement, we will, upon written notice, replace or re-execute such defective work, together with any other work affected in making good such defects, at the convenience of, and without expense to the Owner.

The Contractor further warrants that all manufacturer's or other warranties on all materials and equipment furnished by Contractor shall run directly to or be specifically assigned to Owner on demand. The Contractor warrants that the installation of any and all materials and equipment shall be in strict accordance with manufacturer's requirements. In the event Owner seeks to enforce a claim based upon a manufacturer's warranty and should such manufacturer then fail to honor its warranty based, in whole or in part, on a claim of defective installation, Owner shall be entitled to enforce said warranty against Contractor in accordance with the terms of said warranty, except that a claim of defective installation shall not be a defense to any such warranty claim by Owner against Contractor.

The contract guarantee period shall be a period of 1 year from substantial acceptance, except in the cases of manufacturer's or other required extended warranties that extend for periods greater than one year from final acceptance, whereby the contract guarantee shall extend to match for the items that are so warranted.



Contractor

Subscribed and sworn before me in the State of South Dakota, this <sup>10th</sup> day  
of July, 2026.



Notary Public



8-23-2009

My Commission Expires

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

PROJECT: Terminal Building Construction - Black Hills Airport

DATE OF ISSUANCE: July 10, 2026

OWNER: City of Spearfish, South Dakota

OWNER's Contract No.: \_\_\_\_\_ ENGINEER's Contract No.: 1946500-240322.01

CONTRACTOR: Scull Construction, Inc. ENGINEER: Mead & Hunt - Williams & Associates

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To City of Spearfish, South Dakota  
OWNER

And To Scull Construction, Inc.  
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

November 14, 2025

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER

None

CONTRACTOR

:

Contractor has completed all items noted in the substantial completion documents.

The following documents are attached to and made a part of this Certificate:

AIA G704-2017 Substantial Completion 202-11-14

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on July 10, 2026

Mead & Hunt, Inc.

ENGINEER

By:



(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on, 20\_\_

Scull Construction, Inc.

CONTRACTOR

By:



(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on, 20\_\_

City of Spearfish

OWNER

By:

(Authorized Signature)

# AIA® Document G704® – 2017

## Certificate of Substantial Completion

**PROJECT:** *(name and address)*  
Black Hills Airport - New Terminal  
Spearfish, SD 57783

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: 08-19-2024

**CERTIFICATE INFORMATION:**  
Certificate Number: 001  
Date: 11-14-2025

**OWNER:** *(name and address)*  
City of Spearfish  
625 North 5th Street  
Spearfish, South Dakota 57783

**ARCHITECT:** *(name and address)*  
Williams & Associates Architecture, Inc.  
125 East Colorado Boulevard, Suite  
2A Spearfish, South Dakota 57783

**CONTRACTOR:** *(name and address)*  
Scully Construction Services, Inc.  
P.O. Box 7636  
Rapid City, South Dakota 57702

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate. *(Identify the Work, or portion thereof, that is substantially complete.)*

  
\_\_\_\_\_  
**ARCHITECT** *(Signature)*

BY: Seth Brandsrud, AIA  
*(Printed name, title, and license number if required)*

11-14-2025  
*(Date Of Substantial Completion)*

### WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:  
*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*

### WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:  
*(Identify the list of Work to be completed or corrected.)*  
See Attached Architectural, Mechanical, and Electrical Punch Lists.

Items which have long lead times, which have been identified by the Contractor below, should be completed as soon as reasonably possible and no later than their anticipated delivery and installation dates.

- Snow Guards
- Radiant Heating

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Thirty(30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$20,000.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:  
*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

  
\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

Dustin Schilling Sr. PM  
*(Printed name and title)*

11/14/25  
*(Date)*

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User Notes:

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**OWNER** *(Signature)*

---

*(Printed name and title)*

---

*Date*



## ARCHITECT'S SUBSTANTIAL COMPLETION PUNCH LIST

**Black Hills Airport**  
400 Aviation Place  
Spearfish, South Dakota, 57783

**Date:** October 29, 2025 9:00 AM  
**Weather Conditions:** Sunny and 40°F  
**Observer:** Seth Brandsrud

### General Instructions

This punch list has been prepared as part of the Substantial Completion inspection. As defined in the contract, Substantial Completion is the stage at which the Work is sufficiently complete in accordance with the Contract Documents and meets all life-safety codes, allowing the Owner to occupy or use the project for its intended purpose.

The items listed herein represent work that remains incomplete, requires correction, or does not meet contract requirements. However, this list does not relieve the Contractor of the obligation to complete all work as required. Any additional deficiencies discovered during the correction process, whether listed or not, must also be addressed to achieve Final Completion.

All corrective work must comply with the Contract Documents, applicable codes, and industry standards. The Contractor is responsible for coordinating with subcontractors and suppliers as necessary to ensure full compliance.

### Punch List Items

#### A. Certification & Commissioning Reports

The Contractor shall submit the following certifications and reports as required by the Contract Documents. These confirm that life safety, mechanical, electrical, plumbing, and other critical building systems have been properly installed, tested, and are operating in compliance with applicable codes and standards.

The following certifications must be provided to the Owner and Architect before the Certificate of Substantial Completion can be issued:

- ☒ Fire alarm certification (including dial-out verification)
- ☒ Domestic water disinfection report
- ☒ Emergency lighting verification from electrician
- ☒ Plumbing inspection report
- ☒ Electrical inspection report

- ☒ City inspection report
- ☒ HVAC test and balance report
- ☒ Any other certifications or reports noted on mechanical or electrical punch lists

## B. Closeout Documents

The following closeout documents are required for Final Completion but are not necessary to achieve Substantial Completion:

- ☐ As-Built drawings
- ☐ Operations and Maintenance Manual (O&M)
- ☒ Quantified list of extra stock materials
- ☒ Owner training for mechanical and electrical systems

## C. General Items - The following items are applicable throughout the project and are not listed under each individual room/area. These items are recurring in nature and should be addressed comprehensively across the entire building:

- ☒ Perform general cleaning of all spaces, removing equipment, excess materials, dust, debris, adhesives, and protective coverings.
- ☐ Project is missing radiant heating throughout.

## D. Room Specific Notes

### ☒ #100 – Vestibule

- ☐ Touch-up paint (blue tape)
- ☐ Finish device installation if not within Owner's scope
- ☐ Adjust Door 100A. Doors do not want to close
- ☐ Provide caulking at bottom of window sill. Subfloor is visible below
- ☐ Clean recessed can lights. Finger prints visible.

### ☐ #101 – Concourse

- ☒ Clean floor
- ☒ Finish device installation above Doors 100B & 110C if not within Owner's scope
- ☒ Touch-up required above door closers at Doors 100B & 110C
- ☒ Touch-up Door 100B, scratched
- ☒ Touch-up and provide sealant at joint between glulam and ceiling/wall above Door 100B.
- ☒ Wall covering is either dirty or has adhesive marks on it. Issue across all wall covering locations.
- ☒ Bulge in drywall noticeable on east wall up high under clerestory windows.
- ☒ Touch-up and/or provide sealant at joint between glulam below light shelf.
- ☒ Caulking at head of window into Car Rental 103 is not even.
- ☒ Vinyl wall covering fibers are visible at head of window into Flight Planning 105
- ☒ Scratch in wall covering below window into Flight Planning 105
- ☒ Touch-up paint around recessed down lights in light shelf
- ☒ Clean paint/adhesive from glulam beams.



- ☒ Finish door hardware installation on Door 110C
- ☒ Aimable spot lights on top of light shelf need to be directed to the centerline of the Concourse, not directly up washing the wall.
- ☒ Clean clerestory windows
- ☒ Exposed concrete floor shows irregularities and/or stains. Contractor to verify condition and coordinate corrective action as required.
- ☒ Electrical floor boxes have wrong cover (flooring insert type). Replace with correct cover as approved in the submittal.
- ☒ Provide corner guards at exposed vinyl wall covering edges at vending machine alcove as discussed on site with Dean.
- ☒ Vinyl wall covering fibers are visible at ceiling of vending machine alcove
- ☒ Provide color match caulk at joints between high gulams and wall
- ☒ Clean paint/adhesive from high T&G ceiling
  
- ☐ **#102 – Hall**
  - ☒ Touch-up paint (blue tape)
  - ☒ Touch-up required above Door 104
  - ☒ South wall has wall base adhesive on it (blue tape)
  
- ☐ **#103 – Car Rental**
  - ☒ Touch-up paint (blue tape)
  - ☒ Remove stored construction materials
  - ☒ Exterior window frame and wall joint needs touch-up and sealant.
  - ☒ Missing sealant at joint between window frame and window sill.
  - ☒ Floor not check in this room due to stored construction materials.
  
- ☐ **#104 – Conference**
  - ☒ Touch-up paint (blue tape)
  - ☒ Clean light fixtures, fingerprints visible
  - ☒ Clean dirt/handprints from North wall near ceiling
  - ☒ Paint touch-up required in corner above door
  - ☒ Exterior window frame and wall joint needs touch-up and sealant.
  - ☒ Electrical floor box cover is missing carpet insert.
  - ☒ Adjust door holder. It takes too much force to engage.
  
- ☐ **#105 – Flight Planning**
  - ☒ Touch-up paint (blue tape)
  - ☒ Clean dirty ceiling tile above the door
  - ☒ Adjust door holder. It takes too much force to engage.
  - ☒ Missing sealant at joint between window frame and window sill.
  - ☒ Messy caulk between window frame and wall
  - ☒ Bulge in drywall high behind door.
  
- ☐ **#106 – Hall**
  - ☒ Touch-up paint (blue tape)
  - ☒ Remove paint and pencil writing from frame of Door 106B



- ☒ Door 106B frame is inconsistently aligned with adjacent wall surface – flush in some areas and projecting in others. Contractor to verify cause and propose corrective action for Owner/Architect review.
- ☒ Clean/replace dirty or scuffed tiles above Door 106A
- ☒ Finish device installation if not within Owner's scope.
- ☒ Touch-up scratched handle on Door 106B.
  
- ☐ **#107 – Office**
  - ☒ Touch-up paint (blue tape)
  - ☒ Finish device installation if not within Owner's scope.
  - ☒ Finish door casing installation
  - ☒ Exterior window frame and wall joint needs touch-up and sealant.
  - ☒ Missing sealant at joint between window frame and window sill.
  - ☒ Trim and adhere wall base at door frame.
  
- ☐ **#108 – Control**
  - ☒ Touch-up paint (blue tape)
  - ☒ Paint fire alarm box conduit to match wall.
  - ☒ Clean dirty light fixtures.
  - ☒ Finish device installation if not within Owner's scope.
  - ☒ Finish door casing installation.
  - ☒ Trim and adhere wall base at door frame.
  - ☒ Exterior window frame and wall joint needs touch-up and sealant.
  - ☒ Missing sealant at joint between window frame and window sill.
  
- ☐ **#109 – Office**
  - ☒ Touch-up paint (blue tape)
  - ☒ Finish device installation if not within Owner's scope.
  - ☒ Finish door casing installation.
  - ☒ Trim and adhere wall base at door frame.
  - ☒ Clean dirty light fixtures.
  - ☒ Exterior window frame and wall joint needs touch-up and sealant.
  - ☒ Missing sealant at joint between window frame and window sill.
  
- ☐ **#110 – Vestibule**
  - ☒ Touch-up paint (blue tape)
  - ☒ Finish door hardware install
  - ☒ Glazing stop is hanging off Door 110C
  - ☒ Wall touch-up required above both door closers.
  - ☒ Caulking around trim at exterior horizontal mullion is messy.
  - ☒ Trim plastic below window sill and caulk.
  - ☒ Finish device installation if not within Owner's scope.
  - ☒ Clean pencil markings from doors.
  
- ☐ **#111 – Waiting**
  - ☒ Touch-up paint (blue tape)



- ☐ Curtain wall framing exhibits inconsistent alignment relative to adjacent wall assemblies – recessed, flush, and projecting conditions observed. Contractor shall investigate and submit a corrective plan for Owner/Architect review. Existing condition does not meet acceptable standards.
  - ☒ Touch-ups required for scratches on curtain wall frames.
  - ☒ Connection plates are visible at head of west curtain wall.
  - ☒ Electrical floor box covers are missing the carpet insert.
  - ☒ Wall covering is either dirty or has adhesive marks on it. Issue across all wall covering locations.
  - ☒ Paint touch-up required high above center curtain wall.
- ☐ **#112 – Kitchenette**
  - ☒ Touch-up paint (blue tape)
  - ☒ Ceiling around column includes undersized ACT border pieces, not in compliance with the specification requirement for a balanced layout with edge units at least 50% of tile size. Contractor to review and propose a solution to achieve an acceptable appearance.
  - ☒ Wall covering is either dirty or has adhesive marks on it. Issue across all wall covering locations.
  - ☒ Clean dirty light fixtures.
  - ☒ Caulk is exposed at sink.
  - ☒ Sink drain/garbage disposal are missing.
  - ☒ Missing sealant between countertop and adjacent walls
  - ☒ Adjust two (2) drawers as pictured. Both are hard to open/close.
  - ☒ Electrical floor box has wrong cover (flooring insert type). Replace with correct cover as approved in the submittal.
- ☐ **#113 – Hall**
  - ☒ Touch-up paint (blue tape)
  - ☒ Nail/screw exposed near top of women's restroom door (blue tape)
  - ☒ Paint touch-up required above men's restroom door.
- ☐ **#114 – Men's Restroom**
  - ☒ Touch-up paint (blue tape)
  - ☒ Install missing stainless steel surround under vanity
  - ☒ Clean vanity/sink
  - ☒ Wall tile installation exhibits multiple workmanship deficiencies, including misaligned corners, chipped tiles, visible lippage, and uneven grout joints. Shadow lines are apparent from tiles not flush with adjacent surfaces. Grout depth and texture are inconsistent, with areas recessed and others flush. Overall installation is not acceptable and does not meet industry standards for quality or appearance. Contractor to remove and reinstall as required to achieve a uniform, compliant finish. Installation cannot be accepted in its current state.
  - ☒ Cracks in exposed concrete floor are very noticeable. It is our opinion these cracks are from natural concrete shrinkage. Dean mentioned he would talk



with the concrete grinding subcontractor about polishing the floor. It is thought that a sheen will help lessen the visibility of these cracks.

- ☒ Caulk/grout required at hinge side of door.
- ☐ Provide caulk around cleanout and floor drain.

☐ **#115 – Women's Restroom**

- ☒ Touch-up paint (blue tape)
- ☒ Install missing stainless steel surround under vanity
- ☒ Clean vanity/sink
- ☒ Wall tile installation exhibits multiple workmanship deficiencies, including misaligned corners, chipped tiles, visible lippage, and uneven grout joints. Shadow lines are apparent from tiles not flush with adjacent surfaces. Grout depth and texture are inconsistent, with areas recessed and others flush. Overall installation is not acceptable and does not meet industry standards for quality or appearance. Contractor to remove and reinstall as required to achieve a uniform, compliant finish. Installation cannot be accepted in its current state.
- ☒ Water stain visible on floor in front of vanity
- ☒ Cracks in exposed concrete floor are very noticeable. It is our opinion these cracks are from natural concrete shrinkage. Dean mentioned he would talk with the concrete grinding subcontractor about polishing the floor. It is thought that a sheen will help lessen the visibility of these cracks.
- ☒ Toilet partition for the ADA stall is missing screws.
- ☐ Provide caulk around cleanout and floor drain.

☐ **#116 – Shower**

- ☒ Missing tile wall base
- ☒ Tile floor transition to shower is not within acceptable ADA height transition limit.
- ☒ Clean grout off floor drain.

☐ **#117 – Utility**

- ☒ Touch-up paint throughout
- ☒ Install missing utility shelf

☐ **#118 – I.T.**

- ☐ No Comments

**E. Exterior Notes**

- ☐ Clean metal siding (South, East, North)
- ☒ Clean metal soffit, South side
- ☒ Clean door hardware
- ☒ Clean brick (South, North)
- ☒ Remove mortar from concrete beveled edge (South, North)
- ☒ Efflorescence around east side, north end, north side throughout, and west side.
- ☐ White speckles at north side soffit light by door
- ☒ Clean all door thresholds



- ☒ Caulk exterior camera conduit joint to siding.
- ☒ Caulk brick to concrete pier, Southwest corner
- ☒ Install missing door thresholds
- ☒ Fix window head flashing on east window.
- ☒ Install missing ADA door push button bollards.
- ☒ Remove metal saw horses on membrane roof. Check for damage.
- ☒ Install missing snow guards.
- ☐ Low canopy glulams need to be stained to match all other glulams.

## Completion & Verification

The Contractor must complete all punch list items promptly and formally notify the Owner and Architect upon completion. As part of this notification, the Contractor shall sign and date the punch list and return it to the Owner and Architect, confirming that all listed items have been addressed. The Architect will then conduct a reinspection to verify that all outstanding items have been satisfactorily completed.

Only after the issuance of the Certificate of Substantial Completion will the responsibilities for maintenance, utilities, security, and warranties be transferred, as outlined in the contract.

Failure to complete punch list items in a timely manner may result in delayed final payment, withholding of retainage, or other contractual remedies. The Owner reserves the right to withhold payment for any incomplete or non-compliant work.

Per AIA Document A201 §12.2.2.2, the one-year correction period for Work shall be extended for any portions of the Work first performed after Substantial Completion. The extension period shall be equal to the time between Substantial Completion and the actual completion of that portion of the Work.

Final acceptance will be granted only after all outstanding items have been resolved to the satisfaction of the Owner and Architect, ensuring that the project meets contractual obligations and is fully ready for occupancy or use.

X

General Contractor

X

Date





Photo #1: Floor slab is visible between carpet and window sill.



Photo #2: Scratches on Door 100B

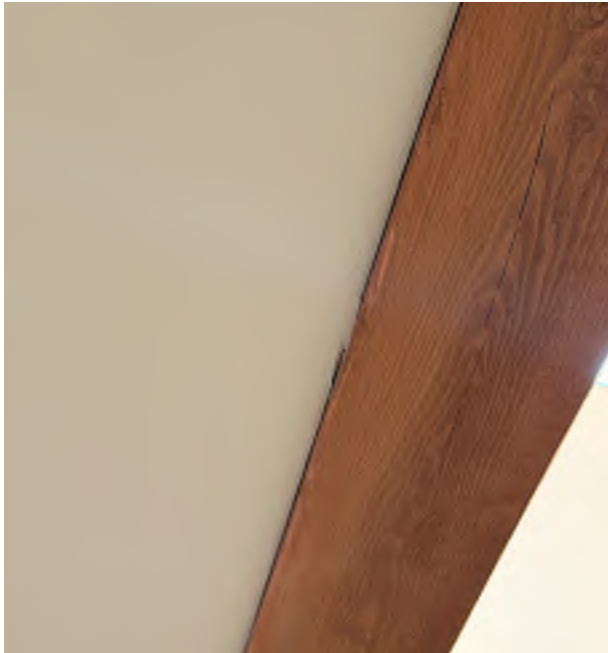


Photo #3: Gap between glulam and ceiling above Door 100B.



Photo #4: Glulam to wall joint above Door 100B is rough and incomplete - visible gaps, uneven drywall, and unpainted areas.





Photo #5: Glulam to wall joint above Door 100B is rough and incomplete - visible gaps, uneven drywall, and unpainted areas.

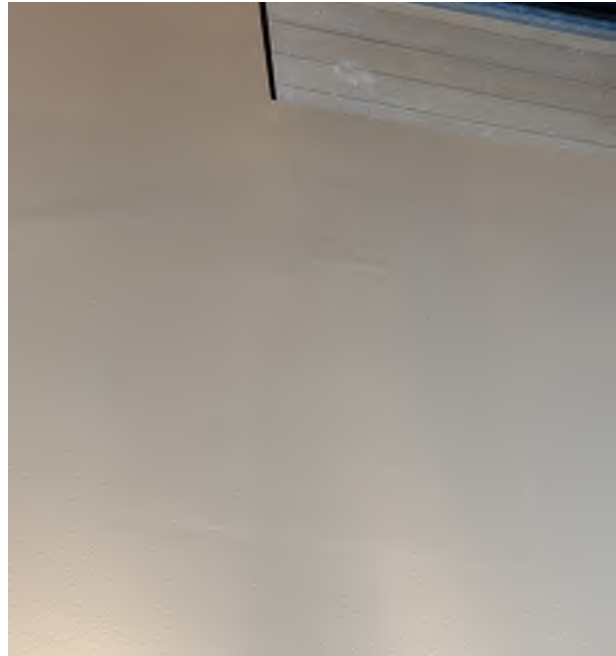


Photo #6: Bulge in drywall on east wall up high under clerestory windows



Photo #7: Wall covering shows dirt and adhesive residue throughout. Condition is consistent across all wall covering locations.



Photo #8: Wall covering shows dirt and adhesive residue throughout. Condition is consistent across all wall covering locations.



Photo #9: Messy joint at glulam to light shelf



Photo #10: Wall covering fibers visible at head of window into Flight Planning 105



Photo #11: Wall covering shows dirt and adhesive residue throughout. Condition is consistent across all wall covering locations.



Photo #12: Scratch in wall covering below window into Flight Planning 105

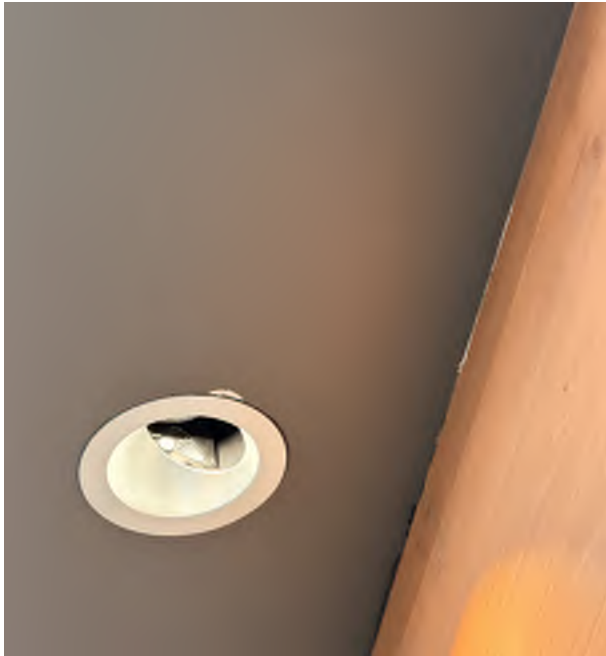


Photo #13: Messy joint between glulam and light shelf. Recessed downlights in light shelf require paint touch-ups.

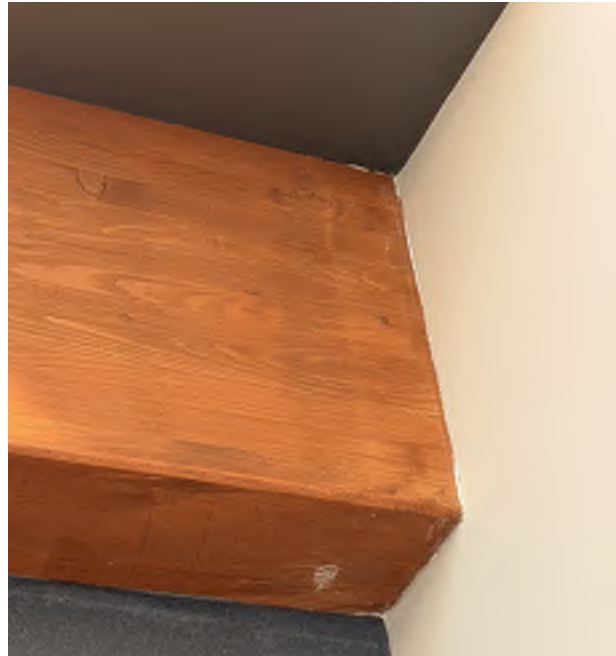


Photo #14: Glulam to wall joint below light shelf is rough and there is paint and pencil markings on the glulam beam.



Photo #15: Wall covering shows dirt and adhesive residue throughout. Condition is consistent across all wall covering locations.



Photo #16: Aimable spot lights on top of light shelf need to be directed to centerline of the Concourse, not directly up. Windows are also dirty.





Photo #17: Exposed concrete shows irregularities and/or stains. Contractor to verify condition and coordinate corrective action as required.



Photo #18: Exposed concrete shows irregularities and/or stains. Contractor to verify condition and coordinate corrective action as required.



Photo #19: Electrical floor box has wrong cover.



Photo #20: Wall covering fibers along ceiling edge in vending machine alcove.



Photo #21: Exterior window frame and wall joint looks unfinished and rough. Condition is consistent across all exterior window locations.



Photo #22: Exterior window frame and wall joint looks unfinished and rough. Condition is consistent across all exterior window locations.



Photo #23: Exterior window frame and wall joint looks unfinished and rough. Condition is consistent across all exterior window locations. Missing sealant at joint between window frame and window sill.



Photo #24: Messy caulk at window in Flight Planning 105



Photo #25: Door 106B frame is inconsistently aligned with adjacent wall surface – flush in some areas and projecting in others.

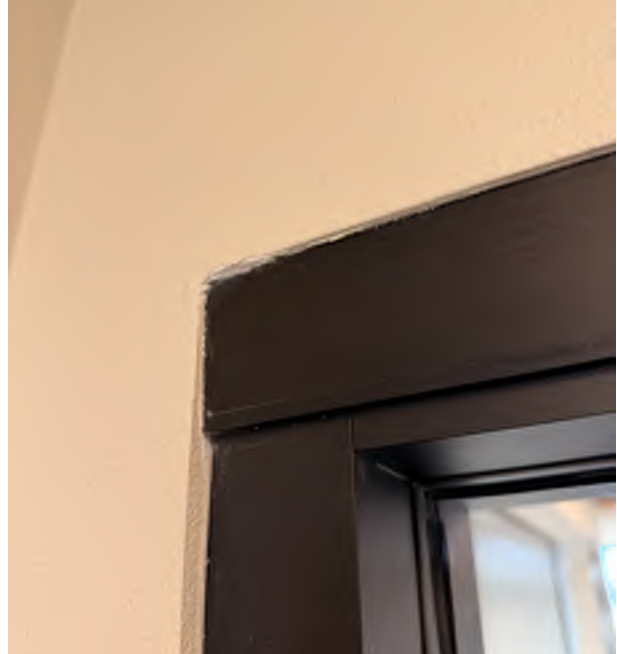


Photo #26: Door 106B frame is inconsistently aligned with adjacent wall surface – flush in some areas and projecting in others.



Photo #27: Finish door casing installation. Trim and adhere wall base as required.



Photo #28: Paint exposed conduit to match wall behind.





Photo #29: Dirty light fixtures in Control 108

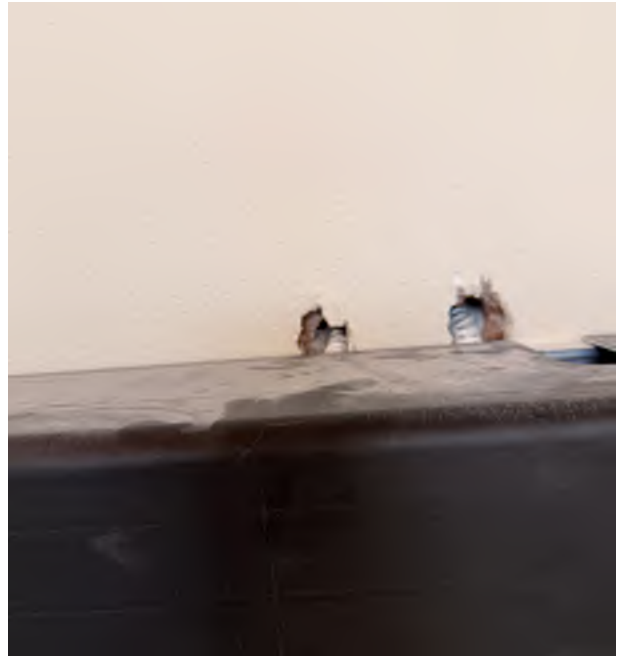


Photo #30: Holes in wall for door closer above Door 110C



Photo #31: Glazing stop hanging off Door 110C



Photo #32: Finish door hardware install for Door 110C

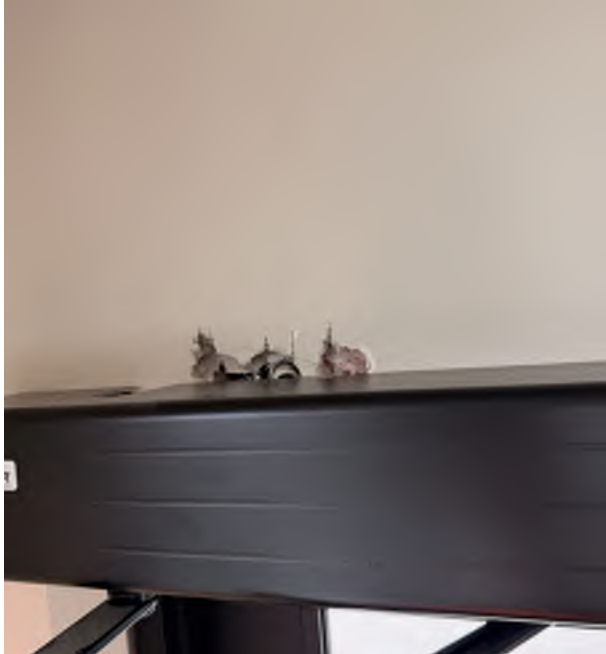


Photo #33: Window blinds kept hanging up on large metall ball.



Photo #34: Scuffed wall base



Photo #35: Floor sink requires caulking at perimeter. Also needs to be cleaned out.



Photo #36: Missing roof access ladder





Photo #37: Window blinds kept hanging up on large metall ball.



Photo #38: Scuffed wall base

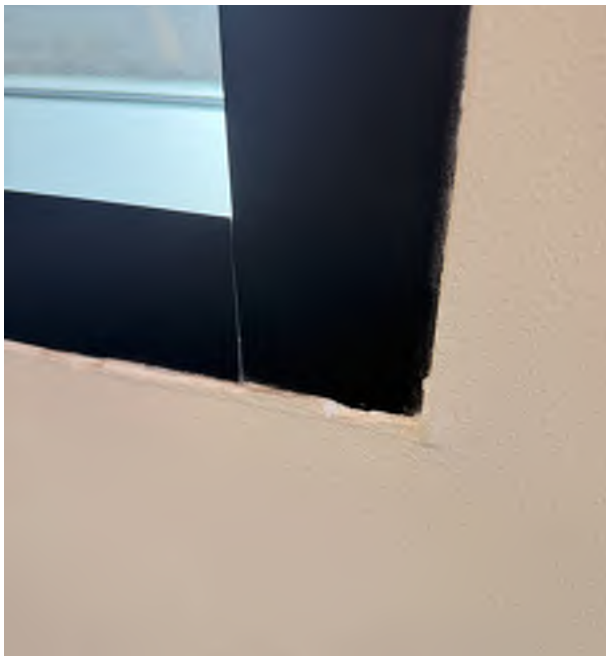


Photo #39: Curtain wall framing exhibits inconsistent alignment relative to adjacent wall assemblies – recessed, flush, and projecting conditions observed. Condition is consistent across all curtain wall locations.



Photo #40: Connection plates visible above West curtain wall.

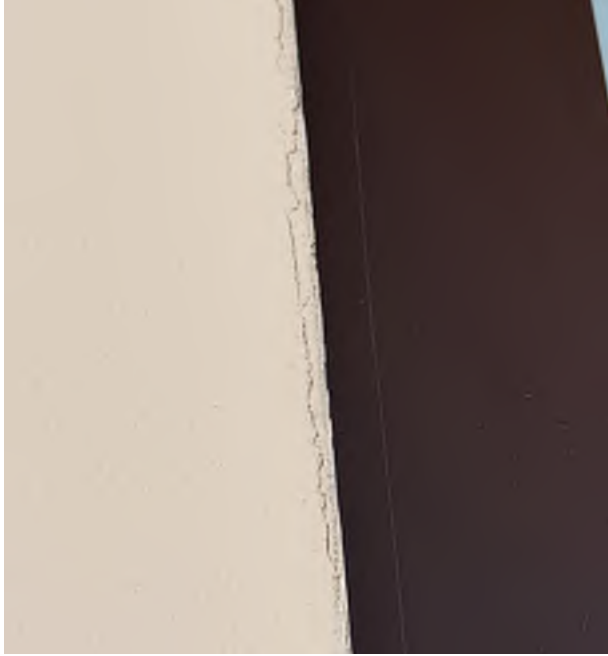


Photo #41: Curtain wall framing exhibits inconsistent alignment relative to adjacent wall assemblies – recessed, flush, and projecting conditions observed. Condition is consistent across all curtain wall locations.

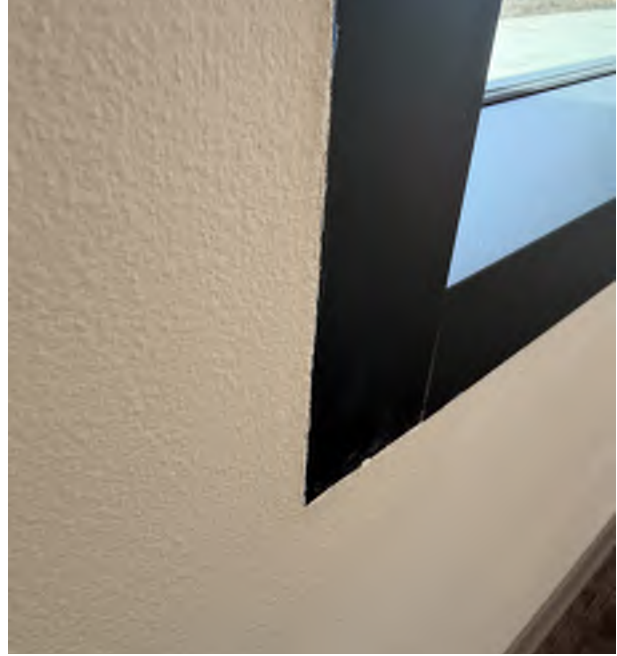


Photo #42: Curtain wall framing exhibits inconsistent alignment relative to adjacent wall assemblies – recessed, flush, and projecting conditions observed. Condition is consistent across all curtain wall locations.



Photo #43: Curtain wall framing exhibits inconsistent alignment relative to adjacent wall assemblies – recessed, flush, and projecting conditions observed. Condition is consistent across all curtain wall locations.

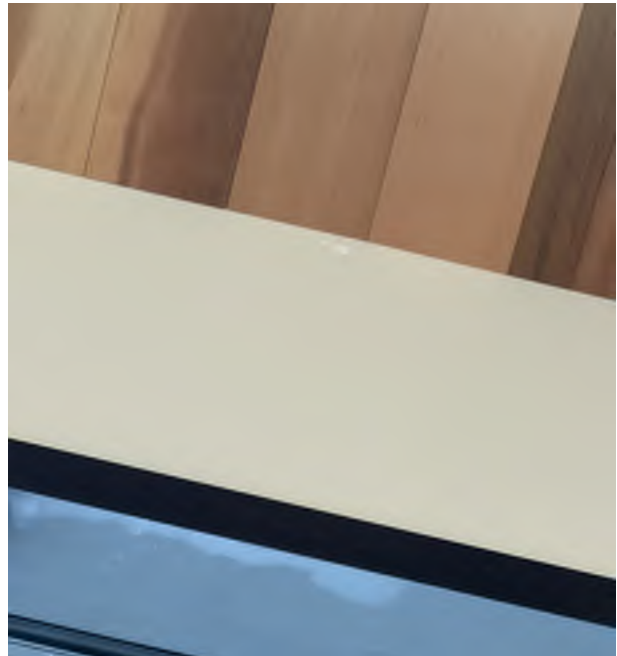


Photo #44: Paint touch-up required above center curtain wall in Waiting 111.



Photo #45: Wall covering shows dirt and adhesive residue throughout. Condition is consistent across all wall covering locations.



Photo #46: Ceiling around column in Kitchenette 112 includes undersized ACT border pieces, not in compliance with specifications.



Photo #47: Wall covering shows dirt and adhesive residue throughout. Condition is consistent across all wall covering locations.



Photo #48: Caulk is exposed at undermount sink in Kitchenette 112





Photo #49: Missing sealant between wall and countertop in Kitchenette 112.



Photo #50: Open drawer pictured in Kitchenette 112 needs adjustment.



Photo #51: Open drawer pictured in Kitchenette 112 needs adjustment.



Photo #52: Electrical floor box has wrong cover.



Photo #53: Electrical floor box has wrong cover.



Photo #54: Install missing vanity shroud in Men's 114.



Photo #55: Wall tile installation exhibits multiple workmanship deficiencies. Lippage pictured above.

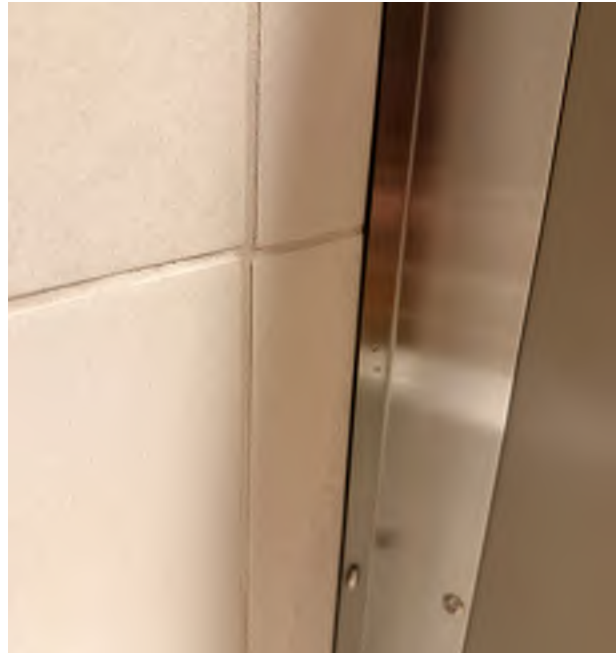


Photo #56: Wall tile installation exhibits multiple workmanship deficiencies. Lippage pictured above.



Photo #57: Wall tile installation exhibits multiple workmanship deficiencies. Misaligned tiles and uneven grout join pictured above.



Photo #58: Exposed gap on hinge side of Door 114.



Photo #59: Wall tile installation exhibits multiple workmanship deficiencies. Lippage pictured above.

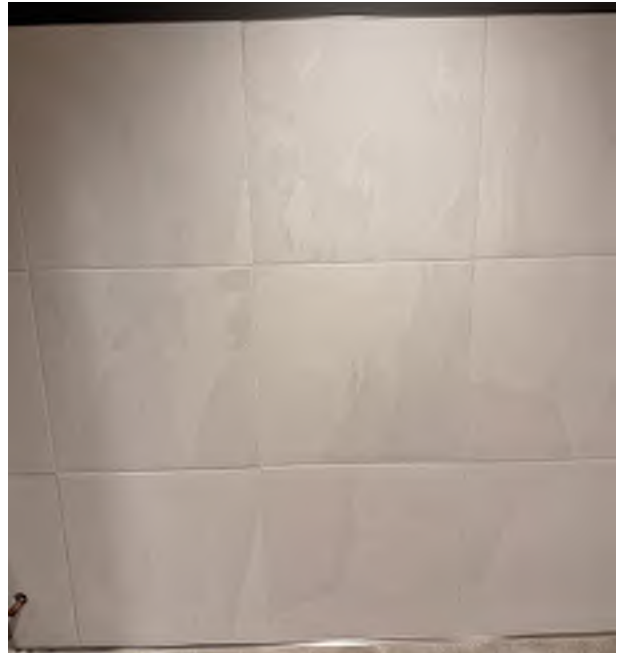


Photo #60: Wall tile installation exhibits multiple workmanship deficiencies. Misaligned tiles and uneven grout joints pictures above.





Photo #61: Wall tile installation exhibits multiple workmanship deficiencies. Small sliver of tile used in corner instead of balancing tile layout on wall.



Photo #62: Wall tile installation exhibits multiple workmanship deficiencies. Chipped tile and misaligned tiles pictured above.



Photo #63: Wall tile installation exhibits multiple workmanship deficiencies. Lippage and uneven grout joint pictured above.



Photo #64: Wall tile installation exhibits multiple workmanship deficiencies. Lippage and uneven grout joint pictured above.



Photo #65: Wall tile installation exhibits multiple workmanship deficiencies. Lippage and uneven grout joint pictured above.



Photo #66: Install missing vanity shroud in Women's 115.



Photo #67: Wall tile installation exhibits multiple workmanship deficiencies. Lippage and misaligned tiles pictured above.



Photo #68: Wall tile installation exhibits multiple workmanship deficiencies. Misaligned tiles pictured above.





Photo #69: Scuffed ceiling tile in Women's 115.



Photo #70: Wall tile installation exhibits multiple workmanship deficiencies. Lippage and uneven grout joint pictured above.



Photo #71: Provide sealant around cleanout assembly. Typical at all locations.



Photo #72: Provide sealant around floor drain assembly. Typical at all locations.



Photo #73: Toilet partition is missing screws in Women's 115

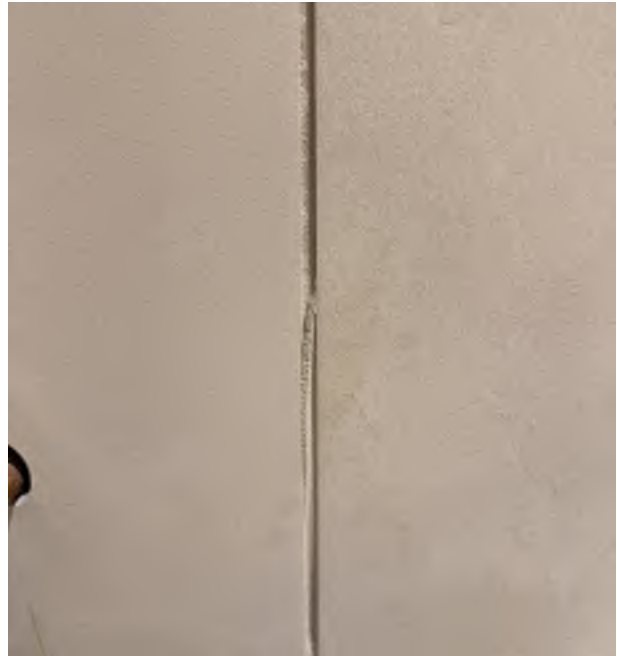


Photo #74: Wall tile installation exhibits multiple workmanship deficiencies. Uneven grout joint pictured above.

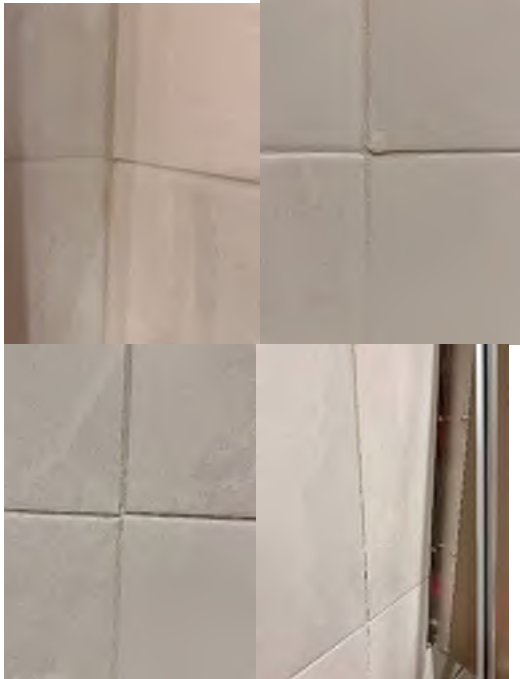


Photo #75: Tile floor transition to shower is not within acceptable ADA height transition limit.

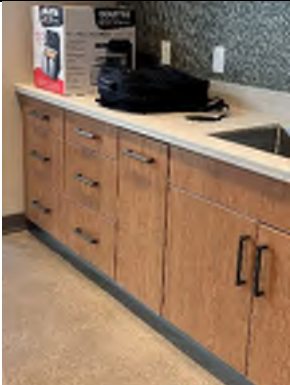


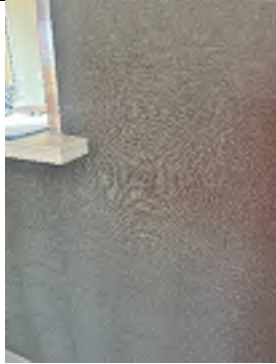
Photo #76: Install missing utility shelf in Utility 117.

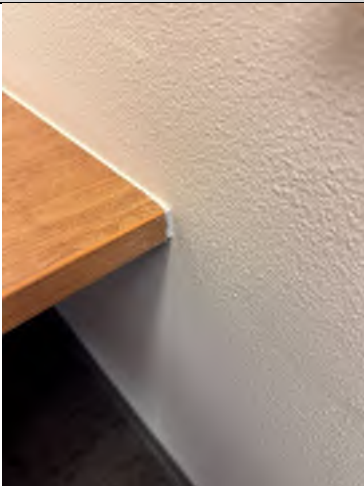
| ROOM #      | PUNCH ITEM                                  | PHOTOS                                                                                |
|-------------|---------------------------------------------|---------------------------------------------------------------------------------------|
| WAITING 111 | CLEAN UP WALLPAPER @ NORTH WALL             |    |
|             | LOOSE TILE & INSERT @FLOOR                  |    |
|             | PAINT TOUCHUP @ SOFFIT ON NORTH WALL        |   |
|             | CLEAN UP WINDOW FRAME TO DRYWALL TRANSITION |  |
|             |                                             |                                                                                       |

|            |                                                                                                                                                                                                                                                       |                                                                                       |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| MENS 114   | CLEAN UP GROUT @SINK – IT APPEARS GROUT WAS NOT WIPE OFF                                                                                                                                                                                              |     |
|            | DAMAGED CEILING TILE ABOVE ADA TOILET PARTITION/DOOR                                                                                                                                                                                                  |    |
|            |                                                                                                                                                                                                                                                       |                                                                                       |
| WOMENS 115 | SLIVER OF TILE @ CORNER IS AN ODD CUT AND SHOULD HAVE BEEN A LARGER PIECE WITH PROPER TILE LAYOUT.                                                                                                                                                    |   |
|            | TILE & GROUT ISSUES – SEE PHOTOS. SPECIFICAITONS NOTE ALL JOINTS TO BE IN LINE, STRAIGHT, LEVEL, PERPENDICULAR AND OF EVEN WIDTH. TILE IS INSTALLED WITH JOINTS NOT ALIGNED. GROUT IS NOT FLUSH AND APPEARS TO BE HAVE “CHUNKS” AND NOT A SMOOTH MIX. |  |

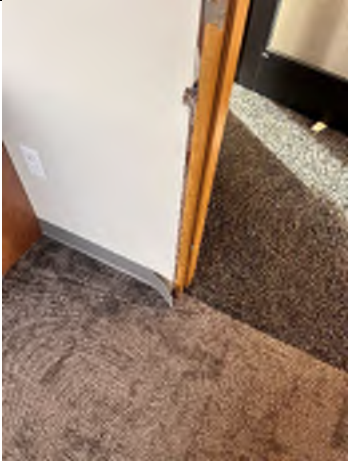


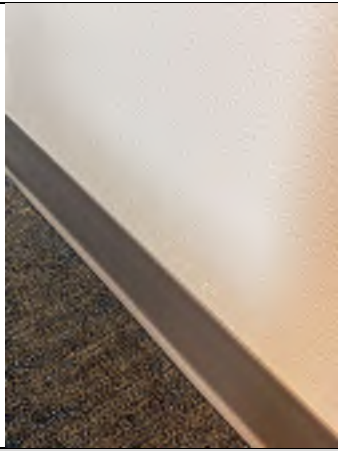
|                 |                                                         |                                                                                       |
|-----------------|---------------------------------------------------------|---------------------------------------------------------------------------------------|
|                 |                                                         |                                                                                       |
|                 |                                                         |                                                                                       |
| KITCHENETTE 112 | BOTTOM DRAWER STICKING @ WEST WALL                      |    |
|                 | (IF FEASIBLE) SLIDE TRASH BACK SO IT'S CENTERED IN HOLE |   |
|                 | CLEANUP SEALANT @SINK                                   |  |

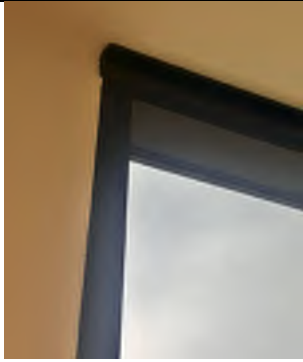
|                |                                                      |                                                                                       |  |
|----------------|------------------------------------------------------|---------------------------------------------------------------------------------------|--|
|                | PINS/ADJUST SHELF INSTALL @ NORTH WALL               |     |  |
|                | TOP DRAWER GLIDE STICKING @ WEST WALL                |    |  |
|                |                                                      |                                                                                       |  |
| CONCOURSE 101  | TRIM WALLCOVERING @ EAST WALL WINDOW INTO CAR RENTAL |   |  |
|                | WALLCOVERING CLEANUP                                 |  |  |
|                |                                                      |                                                                                       |  |
| CAR RENTAL 103 | DRYWALL TO FRAME CLEANUP EXTERIOR WINDOW             |                                                                                       |  |

|                        |                          |                                                                                       |
|------------------------|--------------------------|---------------------------------------------------------------------------------------|
|                        |                          |     |
|                        | DRYWALL UNDER WINDOWSILL |   |
|                        |                          |                                                                                       |
| FLIGHT PLANNING<br>105 | CLEAN PLAM @WINDOW       |  |
|                        |                          |                                                                                       |
| CONTROL 108            | MISSING PLATE COVERS     |                                                                                       |



|            |                                         |                                                                                       |
|------------|-----------------------------------------|---------------------------------------------------------------------------------------|
|            | MISSING TRIM @DOOR                      |                                                                                       |
|            | CAULK CLEAN UP @ WINDOW                 |    |
|            |                                         |                                                                                       |
| OFFICE 109 | MISSING TRIM @ DOOR                     |   |
|            | SEAM LIFTING ON CARPET TILE – GLUE DOWN |  |
|            |                                         |                                                                                       |

|                |                                                                              |                                                                                    |
|----------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| HALL 106       | WALL TOUCHUP                                                                 |  |
| OFFICE 107     | DIRTY CEILING TILE AT CENTER OF OFFICE (HANDPRINTS); PLEASE REPLACE OR CLEAN |                                                                                    |
| CONFERENCE 104 | CLEAN WINDOWSILL OF ACCESS SEALANT                                           |                                                                                    |
|                | MAGNETIC HOLD NOT WORKING BEHIND DOOR                                        |                                                                                    |

|               |                             |                                                                                    |
|---------------|-----------------------------|------------------------------------------------------------------------------------|
| VESTIBULE 110 | PAINT CLEANUP @CEILING TRIM |  |
|               |                             |                                                                                    |
| VESTIBULE 102 | DRYWALL REPAIR @WINDOW      |                                                                                    |
|               | GLUE RB TIGHT TO WALL       |                                                                                    |



### Final Observation Report

|                       |                                      |                             |            |
|-----------------------|--------------------------------------|-----------------------------|------------|
| <b>Project:</b>       | Black Hills Airport                  | <b>Skyline Project No.:</b> | 24005      |
| <b>Contractor(s):</b> | Tessiers and Wheelhouse Plumbing     | <b>Observation Info:</b>    |            |
| <b>Contact(s):</b>    | Jacob Lindblom & Brett<br>Wheelhouse | <b>Date:</b>                | 2025/10/29 |
| <b>Observer:</b>      | John Huntley                         | <b>Time:</b>                | 9:00 AM    |
| <b>Signed:</b>        |                                      | <b>Weather:</b>             | 34°F       |

**NOTE: This list is not to be construed as a complete tabulation of all items required for the project completion and does not relieve the contractor or contractors of work included in the contract documents.**

### Observations:

Visited site based on request by the mechanical contractors for a final site observation. Our observation does NOT alleviate the contractor from providing all work in accordance with the specifications.

### General Items

1. Overall HVAC and Plumbing workmanship was good.
2. Much of the HVAC/Plumbing equipment were not operational at the time of the inspection.

### Documentation to be Completed

3. Provide Closeout Documentation per the specifications. Final payments will not be made until all closeout documentation is provided, corrected, AND approved.
  - a. Perform training per Specifications
  - b. Provide As-built drawings
  - c. Turnover of Spare Materials – fire sprinkler heads, etc.
  - d. O&M Manuals, training DVD's per specifications.
  - e. Balancing Report

### Specific Mechanical Punch List Items

1. 100 Vestibule: The vestibule cabinet unit heater was operational and conditioning the space.
2. 101 Concourse: The HVAC ductwork in concourse was installed in a neat manner. The gripple wire duct hanger should be trimmed or wrapped to present a neat appearance where the extra wire length is sticking out.
3. 108 Control: The Runtal radiant heater has not been installed under the countertop. The hydronic piping has been installed and capped. The radiant heater should be installed and operation of the unit confirmed.
4. 110 Vestibule: The electric wall unit heater has been installed but was not operational.
5. 111 Waiting:
  - a. The Runtal radiant heaters have not been installed under the exterior window. The hydronic piping has been installed and capped. The radiant heaters should be installed and operation of the unit confirmed.
  - b. The thermostat for RTU-1 was not operational. RTU-1 should be run and tested for proper operation.
6. 112 Kitchenette: The kitchen sink faucet was installed but water and sanitary were not connected to the sink.
7. 114 Men's Restroom:
  - a. The toilet and urinals were operational and functioning correctly.
  - b. The lavatory was operational, but the lower shroud shield had not been installed.
  - c. The Runtal radiant heater has not been installed. The hydronic piping has been installed and capped. The radiant heater should be installed and operation of the unit confirmed.
8. 115 Women's Restroom:

- a. The toilets were operational and functioning correctly.
  - b. The lavatory was operational, but the lower shroud shield had not been installed.
  - c. The Runtal radiant heater has not been installed. The hydronic piping has been installed and capped. The radiant heater should be installed and operation of the unit confirmed.
9. 116 Shower: The shower and trim were all installed. It was not checked for operation.
10. 117 Utility:
  - a. The hydronic and domestic water piping was not insulated. Insulation should be installed per the specifications.
  - b. The water heater was installed but operation could not be confirmed.
  - c. The hot water recirculation pump was installed but not plugged in or operational.
  - d. The water booster system was installed but not operational.
  - e. The boiler was installed but not operational.
  - f. The floor sink for the boiler condensate drain is not installed per the drawings. The condensate for the boiler should be rerouted along the exterior wall to the floor drain near the water service entrance.
  - g. The unit heater was not installed. The unit should be installed and tested for operation.
  - h. The water softener was not installed. It appeared the brine tank would need a stand fabricated for proper installation out of the walkway.
11. 118 I.T.: The Mini-split system was not operational.
12. In areas outside the 117 Utility the ductwork and hydronic piping appeared to be installed per specifications and with good workmanship. The piping was insulated per the specification where it was inspected.
13. The HVAC DDC control system was being brought online and tested during the inspection.
14. The exterior ductwork on the roof was being insulated during the inspection.

### Commissioning Status

1. The contractor reports the ADA door operators all function, spot checked by engineer. No issues noted.
2. The contractor reports the Emergency exit lights tested and performed as designed.
- 3.

### Photo's



Concourse 101



111 Waiting



Utility 117



Utility 117



Utility 117



Utility 117





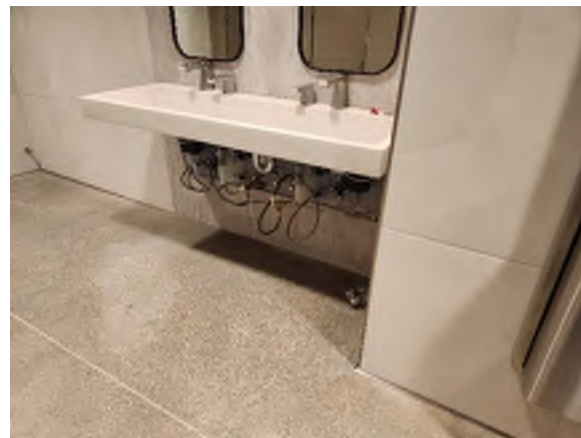
Kitchenette 112



Control 108



Utility 117



Men's 114



Conference 104



Conference 104





### Final Observation Report

|                       |                         |                             |                     |
|-----------------------|-------------------------|-----------------------------|---------------------|
| <b>Project:</b>       | BH Airport New Terminal | <b>Skyline Project No.:</b> | 24005               |
| <b>Contractor(s):</b> | Formanek Electric       | <b>Observation Info:</b>    |                     |
| <b>Contact(s):</b>    | Nick Stetson            | <b>Date:</b>                | 10-29-2025          |
| <b>Observer:</b>      | Nicholas Alberts        | <b>Time:</b>                | 9:00AM              |
| <b>Signed:</b>        |                         | <b>Weather:</b>             | 34°F, Partly Cloudy |

**NOTE: This list is not to be construed as a complete tabulation of all items required for the project completion and does not relieve the contractor or contractors of work included in the contract documents.**

### Observations:

Visited site based on request by the contractor for a final site observation. Our observation does NOT alleviate the contractor from providing all work in accordance with the specifications. Electrical contractor was not on site at the time of observation.

### General Items

1. Project appears to still need final electrical inspection by electrical inspector.
2. Install panel nameplate as delineated on plans. See specifications for content.
3. Install typed panel schedule directly within plastic protector in panel.
4. Install nameplates for all equipment/disconnects, etc. per specifications.
5. Install panelboard identification and circuit number labels to each receptacle per specifications.
6. Clean **all** light fixture lenses and reflectors. Very noticeable when lights were dimmed.
7. Pendants in Womens 115 are not mounted at the same height. Adjust so they all match.
8. Emergency downlight trim in Vestibule 100 appeared damaged/scratched. Replace trim.
9. Rotate all downlight trims in Concourse 101 180deg so the trim knockouts are not as noticeable.
10. Aim all track light heads in Concourse 101 towards the ceiling such that the light beam is not seen on adjacent wall. Ensure track is mounted high enough so light beam will not get cut off by soffit edge when being aimed at future objects hanging from ceiling. Coordinate potential track head aim points/object mounting heights with Owner.
11. Fix ceiling tile annular space around ceiling occupancy sensor in Car Rental 108.
12. Flight Planning 105 TV receptacles/jacks are not installed as shown on plan. HDMI cable was not installed. Confirm this was Owner directed and acceptable to the Owner. If not, install per plan.
13. Clean/vacuum out interior of **all** floor boxes.
14. Provide carpet inserts in floor box covers in all carpeted areas per specifications.
15. Replace floor box covers in hard surfaces with flush mount cover to eliminate tripping hazards per specifications. Hard surface covers shall not have cutout for a carpet insert.
16. Missing blank cover plate in Conference 104 floor box. Install.
17. Provide rubber/protective grommet around HDMI cable opening in Conference 104 floor box such that the cable insulation doesn't get cut into/gouged.
18. Trim out flat spot for exterior card reader outside of Hall 106 such that it is mounted flush to wall and properly sealed.
19. Install brushed covers on open j-boxes in Control 108.
20. Conduits to FACP shall be concealed. If unable to penetrate back of FACP, recess FACP as shown on plan.
21. Remove smoke detector dust cover above FACP.
22. CCTV cameras were not installed by Owner's vendor at the time of observation. Confirm conduit stub-outs will be covered by camera mounts. If not, remove conduit stub-out and seal per CCTV Camera Wiring Detail. All exterior penetrations need to be sealed.
23. Provide better seal between junction box on flat roof and wall. Moisture ingress can still happen from all sides.
24. Install (3) light fixtures underneath exterior canopy on south side of building.
25. The canopy fixtures on the west side of the building appeared to be different color temperatures. Confirm. Replace as required.
26. The SCD fixture on the west side of the building appeared to always be on. Troubleshoot.

27. Install batteries in timer switches so program doesn't get erased on power loss. Program timer switches on/off times as directed by Owner.
28. Ground cable tray and floor mounted rack.
29. Provide laminated riser labeling/schedule and termination report to be kept in IT room per specifications.
30. Move water heater disconnect closer to unit such that it is out of the way of the future generator annunciator and ATS.
31. Connect power to unit heater in Utility 117 once installed.
32. Provide GFCI protection for dryer receptacle that was cut in after drywall was installed or remove receptacle. Receptacle is currently out of compliance and was not shown on plan. Provide faceplate if receptacle remains.
33. Install remaining ADA door buttons.
34. Provide expansion fittings on exterior service disconnect PVC conduits that route below grade.
35. Most mechanical equipment was not on at the time of observation but most appeared to be wired. Verify all power connections.

### Documentation to be Completed

36. Provide Closeout Documentation per the specifications. Final payments will not be made until all closeout documentation is provided, corrected, AND approved.
  - a. Perform training per Specifications
  - b. As-built drawings
  - c. Turnover of Spare Materials – fixtures, lamps, breakers, fuses, etc.
  - d. O&M Manuals, training DVD's per specifications.
  - e. Test Reports

### Commissioning Status

1. ADA door operator install needs to be finished and function verified by contractor.
2. Emergency exit and egress lights were not tested during observation and shall be verified by the contractor.
3. Contractor shall verify GFCI receptacles are tested by the AHJ and perform as expected.
4. Light switch controls were spot checked and all tested performed as designed.
5. Commission all occupancy sensors per the schedule or as directed by Owner. These were not verified while on site. The owner is reminded that the specifications (book spec) require the contractor to return for a level of re-commissioning.
6. Interior/Exterior lighting controls shall be programed by the contractor as directed by the Owner. See notes above. Train Owner on how to program timer switches.
7. The unit shutdown/fire alarm system shall be commissioned and tested by the AHJ. Test reports to be included in the final O&M's.

### Photo's



Exterior Air Side



Exterior West Side



Womens 115



Concourse 101 Downlights



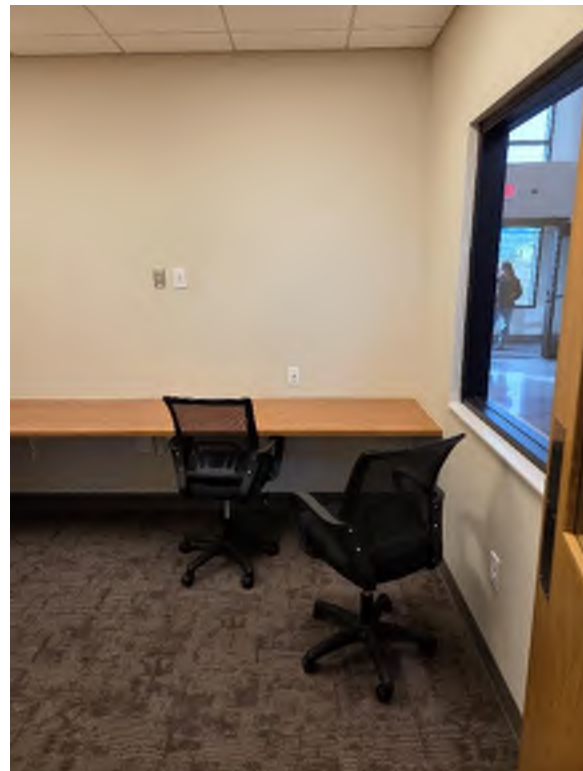
Vestibule 100 Damaged Trim



Concourse 101



Conference 104



Flight Planning 105





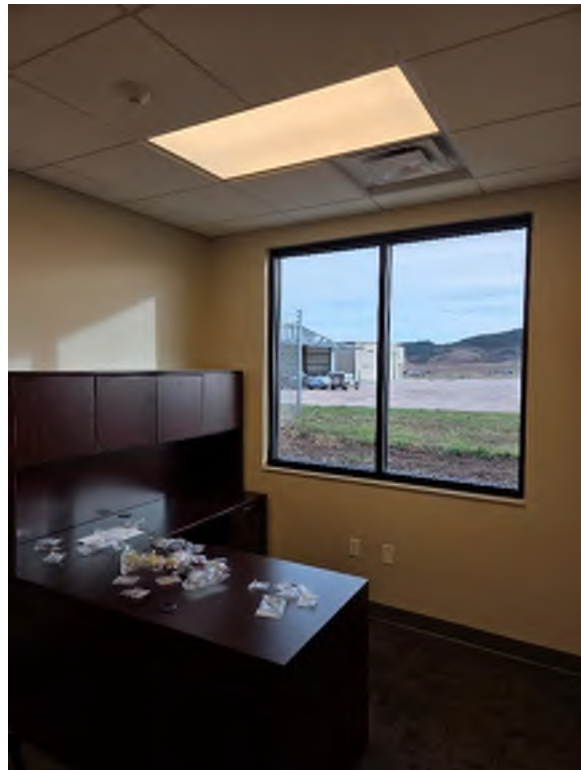
Control 108



Control 108 FACP



Waiting 111



Office 107



Exterior Fixtures Appear Different Color Temperature



Service Entrance



Comms J-Box on Roof – Needs Sealed



Scul Construction Service, Inc.

Printed on Mon Nov 17, 2025 at 01:20 pm MST

Job #: SD 202454 Black Hills Airport  
300 Aviation Place  
Spearfish, South Dakota 57783

## All Punch List Items

22 Items

| #   | Title                                                                                                                      | Type      | Assignee Company                | Assignee Name    | Assignee Response | Punch Item Manager | Final Approver | Ball In Court                                      | Closed By | Date Closed | Status        | Creator          | Date Created | Due Date   | Location                      |
|-----|----------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------------|------------------|-------------------|--------------------|----------------|----------------------------------------------------|-----------|-------------|---------------|------------------|--------------|------------|-------------------------------|
| 55  | Paint Downspout Receiver                                                                                                   | Pre-Punch | Western Hills Painting          | Ryan Gruba       | Work Required     | Isabel Nielson     | Isabel Nielson | Ryan Gruba (Western Hills Painting)                |           |             | Work Required | Isabel Nielson   | 10/22/2025   | 10/29/2025 | Building>East Exterior        |
| 64  | Clean floor                                                                                                                |           | Cemcon Inc.                     | Tosh Pappas      | Work Required     | Isabel Nielson     | Seth Brandsrud | Tosh Pappas (Cemcon Inc.)                          |           |             | Work Required | Seth Brandsrud   | 11/05/2025   |            | Building>101 Concourse        |
| 80  | Exposed Concrete Floor Marks                                                                                               |           | Cemcon Inc.                     | Tosh Pappas      | Work Required     | Isabel Nielson     | Seth Brandsrud | Tosh Pappas (Cemcon Inc.)                          |           |             | Work Required | Seth Brandsrud   | 11/05/2025   |            | Building>101 Concourse        |
| 145 | Connection plates are visible at head of west curtain wall.                                                                |           | Sands Drywall, Inc.             | Jorge Gonzalez   | Work Required     | Isabel Nielson     | Seth Brandsrud | Jorge Gonzalez (Sands Drywall, Inc.)               |           |             | Work Required | Seth Brandsrud   | 11/05/2025   |            | Building>111 Waiting          |
| 148 | Paint touch-up required high above center curtain wall.                                                                    |           | Western Hills Painting          | Ryan Gruba       | Work Required     | Isabel Nielson     | Seth Brandsrud | Ryan Gruba (Western Hills Painting)                |           |             | Work Required | Seth Brandsrud   | 11/05/2025   |            | Building>111 Waiting          |
| 165 | Cracks in concrete floor                                                                                                   |           | Cemcon Inc.                     | Tosh Pappas      | Work Required     | Isabel Nielson     | Seth Brandsrud | Tosh Pappas (Cemcon Inc.)                          |           |             | Work Required | Seth Brandsrud   | 11/05/2025   |            | Building>114 Men's Restroom   |
| 167 | Provide caulk around cleanout and floor drain.                                                                             |           | Cemcon Inc.                     | Tosh Pappas      | Work Required     | Isabel Nielson     | Seth Brandsrud | Tosh Pappas (Cemcon Inc.)                          |           |             | Work Required | Seth Brandsrud   | 11/05/2025   |            | Building>114 Men's Restroom   |
| 172 | Water stain visible on floor in front of vanity                                                                            |           | Cemcon Inc.                     | Tosh Pappas      | Work Required     | Isabel Nielson     | Seth Brandsrud | Tosh Pappas (Cemcon Inc.)                          |           |             | Work Required | Seth Brandsrud   | 11/05/2025   |            | Building>115 Women's Restroom |
| 175 | Provide caulk around cleanout                                                                                              |           | Cemcon Inc.                     | Tosh Pappas      | Work Required     | Isabel Nielson     | Seth Brandsrud | Tosh Pappas (Cemcon Inc.)                          |           |             | Work Required | Seth Brandsrud   | 11/05/2025   |            | Building>115 Women's Restroom |
| 183 | Clean metal soffit, South side                                                                                             |           | Scul Construction Service, Inc. | Dustin Schilling | Work Required     | Isabel Nielson     | Seth Brandsrud | Dustin Schilling (Scul Construction Service, Inc.) |           |             | Work Required | Seth Brandsrud   | 11/05/2025   |            | Building>Exterior             |
| 182 | Clean metal siding (South, East, North)                                                                                    |           | Scul Construction Service, Inc. | Dustin Schilling | Work Required     | Isabel Nielson     | Seth Brandsrud | Dustin Schilling (Scul Construction Service, Inc.) |           |             | Work Required | Seth Brandsrud   | 11/05/2025   |            | Building>Exterior             |
| 188 | White speckles at north side soffit light by door                                                                          |           | Scul Construction Service, Inc. | Dustin Schilling | Work Required     | Isabel Nielson     | Seth Brandsrud | Dustin Schilling (Scul Construction Service, Inc.) |           |             | Work Required | Seth Brandsrud   | 11/05/2025   |            | Building>Exterior             |
| 196 | Install missing snow guards.                                                                                               |           | Scul Construction Service, Inc. | Dustin Schilling | Work Required     | Isabel Nielson     | Seth Brandsrud | Dustin Schilling (Scul Construction Service, Inc.) |           |             | Work Required | Seth Brandsrud   | 11/05/2025   |            | Building>Exterior             |
| 197 | Low canopy glulams need to be stained to match all other glulams.                                                          |           | Western Hills Painting          | Ryan Gruba       | Work Required     | Isabel Nielson     | Seth Brandsrud | Ryan Gruba (Western Hills Painting)                |           |             | Work Required | Seth Brandsrud   | 11/05/2025   |            | Building>Exterior             |
| 215 | Trim out flat spot for exterior card reader outside of Hall 106 such that it is mounted flush to wall and properly sealed. |           | Scul Construction Service, Inc. | Dustin Schilling | Work Required     | Isabel Nielson     | Seth Brandsrud | Dustin Schilling (Scul Construction Service, Inc.) |           |             | Work Required | Nicholas Alberts | 11/05/2025   | 11/13/2025 | Building>106 South Hall       |
| 228 | Connect power to unit heater in Utility 117 once installed.                                                                |           | Formanek Electric               | Nick Formanek    | Work Required     | Isabel Nielson     | Seth Brandsrud | Nick Formanek (Formanek Electric)                  |           |             | Work Required | Nicholas Alberts | 11/05/2025   |            | Building>117 Utility          |





Scully Construction Service, Inc.

Printed on Mon Nov 17, 2025 at 01:20 pm MST

Job #: SD 202454 Black Hills Airport  
300 Aviation Place  
Spearfish, South Dakota 57783

| #   | Title                                                                                     | Type | Assignee Company          | Assignee Name | Assignee Response | Punch Item Manager | Final Approver | Ball In Court                             | Closed By | Date Closed | Status        | Creator         | Date Created | Due Date   | Location                      |
|-----|-------------------------------------------------------------------------------------------|------|---------------------------|---------------|-------------------|--------------------|----------------|-------------------------------------------|-----------|-------------|---------------|-----------------|--------------|------------|-------------------------------|
| 234 | 108 Runtal Radiant Heater                                                                 |      | Wheelhouse Plumbing, Inc. | Jordan Nisich | Work Required     | Isabel Nielson     | Seth Brandsrud | Jordan Nisich (Wheelhouse Plumbing, Inc.) |           |             | Work Required | John Huntley    | 11/05/2025   |            | Building>108 Control          |
| 236 | 111 Runtal Radiant Heater                                                                 |      | Wheelhouse Plumbing, Inc. | Jordan Nisich | Work Required     | Isabel Nielson     | Seth Brandsrud | Jordan Nisich (Wheelhouse Plumbing, Inc.) |           |             | Work Required | John Huntley    | 11/05/2025   |            | Building>111 Waiting          |
| 240 | 114 Runtal Radiant Heater                                                                 |      | Wheelhouse Plumbing, Inc. | Jordan Nisich | Work Required     | Isabel Nielson     | Seth Brandsrud | Jordan Nisich (Wheelhouse Plumbing, Inc.) |           |             | Work Required | John Huntley    | 11/05/2025   |            | Building>114 Men's Restroom   |
| 242 | 115 Runral Radiant Heater                                                                 |      | Wheelhouse Plumbing, Inc. | Jordan Nisich | Work Required     | Isabel Nielson     | Seth Brandsrud | Jordan Nisich (Wheelhouse Plumbing, Inc.) |           |             | Work Required | John Huntley    | 11/05/2025   | 11/10/2025 | Building>115 Women's Restroom |
| 249 | The unit heater was not installed. The unit should be installed and tested for operation. |      | Wheelhouse Plumbing, Inc. | Jordan Nisich | Work Required     | Isabel Nielson     | Seth Brandsrud | Jordan Nisich (Wheelhouse Plumbing, Inc.) |           |             | Work Required | John Huntley    | 11/05/2025   |            | Building>117 Utility          |
| 257 | Damaged ceiling tile above ADA toilet partition/door                                      |      | Parson Drywall INC        | Darias Parson | Work Required     | Isabel Nielson     | Seth Brandsrud | Darias Parson (Parson Drywall INC)        |           |             | Work Required | Amanda Williams | 11/05/2025   | 11/10/2025 | Building>114 Men's Restroom   |

</tbody> </table>



## Agenda Item Report

**Public Works**

Item # 14.D.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Public Works

**Request:**

Approve advertising for a replacement mechanic.

**Background Information:**

The requested mechanic position would be to replace the mechanic scheduled to retire later this year.

This would allow for some cross-training and ensure the mechanic shop's full operational capacity.

We will bring a budget supplement for this change before council at a later date, once the retirement buyout amount and overlapping wage amounts are known.

**Fiscal Impact:** Motor Pool

**Recommended City Council Action:** Approve

**Staff Contact Information:**

Adam McMahon, 605-717-1127, [a.mcmahon@spearfish.gov](mailto:a.mcmahon@spearfish.gov)

**Attachments:**

None

# TO BE PAID

## AUGUST 3RD, 2026 DRAFT

| <u>VENDOR NAME</u>              | <u>DESCRIPTION</u>                     | <u>AMOUNT</u> |
|---------------------------------|----------------------------------------|---------------|
| AINSWORTH AUTO PARTS LLC        | MEDIUM HORSEPOWER PART-BRAKE PRESS     | \$ 101.98     |
| ADVANCED BUILDERS INC           | FIRE DEPT REPAIR DOOR-KITCHEN REMODEL  | \$ 21,040.86  |
| ALLSTATE PETERBILT CO           | FUEL PUMP-VALVE-WASHER-KNOB            | \$ 1,764.69   |
| ALPINE IMPRESSIONS              | SAFETY CLOTHING                        | \$ 742.50     |
| AMAZON CAPITAL SERVICES         | BOOKS-CLEANER-HAMMOCK-TRAFFIC ADVIS    | \$ 3,117.53   |
| AMERICAN CONTRACTING & CONSTRU  | FIRE TRAINING CENTER PE 3              | \$ 99,764.00  |
| ASH, DYLAN                      | TRAINING REIMBURSEMENT 2026            | \$ 708.20     |
| BELLE FOURCHE VETERINARY CLINIC | FLEA AND TICK FOR K9 DAVOS             | \$ 83.25      |
| BLACK HILLS ENERGY              | JUNE/JULY 2026 ELECTRIC USE            | \$ 12,175.08  |
| BIERSCHBACH                     | SILT FENCE                             | \$ 946.00     |
| BLACK HILLS CHEMICAL CORP       | ECOLYZER-GLOVES-WIPES-PAPER PRODUCTS   | \$ 2,303.74   |
| BUTLER CAT                      | PARTS FOR EQUIPMENT-ELECTRIC FAULT     | \$ 1,974.30   |
| CARON, SARAH                    | BYOD AUGUST 2026                       | \$ 41.91      |
| CASH-WA DISTRIBUTING CO         | CONCESSINS FOR REC CENTER              | \$ 8,302.07   |
| CONSOLIDATED ELECTRICAL DI      | CONDUIT-CONE-ELECTRICAL PARTS          | \$ 134.32     |
| DAKOTA BUS SERVICE CORP         | SUMMER REC TO FIELD TRIPS X 4          | \$ 3,250.00   |
| DAKOTA PUMP INC                 | WWTP REPLACE RELAY                     | \$ 1,273.68   |
| DANR WASTE MANAGEMENT PROG      | STORM WATER FEE EAST LOW ZONE          | \$ 250.00     |
| SHERRY EWING                    | CONCESSIONS FOR REC CENTER             | \$ 1,417.50   |
| DITCH WITCH                     | SUCTION TOOL-COUPLER                   | \$ 478.32     |
| DAKOTA REDI-MIX, INC            | E CO BLVD RD IMP PE 11                 | \$ 152,105.25 |
| FERC                            | ANNUAL CHARGES HYDRO PLANT             | \$ 9,065.64   |
| BDG INC                         | LABOR & PARTS TO REPAIR ARIES SYSTEM   | \$ 7,235.80   |
| FMG INC                         | SPF CRK STABILATION PROJECT            | \$ 3,824.41   |
| FRONTIER ICE COMPANY LLC        | ICE FOR CAMPGROUND                     | \$ 1,066.95   |
| GREAT WESTERN TIRE INC          | TIRES-ALIGNMENT-MOUNT/DISMOUNT         | \$ 5,327.50   |
| GUNDERSON TRUCKING INC          | TRANSPORT #2 TO GILLETTE               | \$ 10,420.00  |
| HAWKINS INC                     | CHLORINE CYLINDERS-CHEMICALS FOR POOL  | \$ 11,615.93  |
| HAYWORTH ENTERPRISES            | MTN VIEW ELEM ALLY PE 2 REPAIR         | \$ 79,580.50  |
| HDR ENGINEERING INC             | STORMWATER MASTER PLAN-SANITARY SWR    | \$ 40,721.75  |
| INGRAM LIBRARY SERVICES         | BOOKS FOR LIBRARY                      | \$ 578.71     |
| INTERSTATE ENGINEERING INC      | BOX CULVERT INSTALL                    | \$ 1,527.60   |
| TODD EMERY COLLINS              | JET SEWER LINES PUBLIC BATHROOM        | \$ 508.73     |
| JOHNER & SONS INC               | SAWMILL DEVELOPMENT PE 2               | \$ 72,598.50  |
| JOHNSON CONTROLS BUILDING       | RTU AT REC CENTER LABOR REPAIR         | \$ 702.20     |
| LUEDERS FOOD CENTER             | FOOD FOR CAMPGROUND                    | \$ 28.86      |
| MEAD & HUNT, INC.               | BH TERMINAL APRON EXP PHS 1-BH AIRPORT | \$ 52,756.50  |
| MEREDITH SERVICES CO INC        | HARVARD ST MAIN BREAK                  | \$ 4,330.75   |
| ALLIANCE TECHNICAL GROUP,       | WATER TESTING WWTP                     | \$ 619.75     |
| LLJMW, LLC                      | PARTS FOR IRRIGATION/SPRINKLER         | \$ 1,991.17   |
| MUNICIPAL PIPE TOOL CO. LL      | 2026 CIPP LINING PE 1                  | \$ 22,114.80  |

|                            |                                       |    |                     |
|----------------------------|---------------------------------------|----|---------------------|
| NORTHERN HILLS VENTURES IN | NETWORK SERVICES AUG 2026             | \$ | 23,490.20           |
| NIHCA                      | MONTHLY PROCESSING FEES REC CENTER    | \$ | 16.00               |
| HANNAHS GOLF CARS LLC      | TAKE OFF TIRE ASSEMBLY                | \$ | 60.00               |
| NSG LOGISTICS, LLC         | RE STOCK ICE SLICER                   | \$ | 21,776.14           |
| ONE TIME VENDORS           | CAMP GROUND REFUNDS X 6               | \$ | 1,961.00            |
| ENNIS-FLINT, INC           | PAINT AND MATERIALS STREETS DEPT      | \$ | 3,419.45            |
| QUIK SIGNS INC             | GRANT BOOKS-ELECTION SIGNS            | \$ | 762.83              |
| RAMAKER & ASSOC INC        | GPR EXPENSES                          | \$ | 1,198.83            |
| REED, THERESA DAWN         | CLEAN DWNTN RSTRMS JULY 2026          | \$ | 465.00              |
| SACRISON ASPHALT INC       | ASPHALT                               | \$ | 1,896.96            |
| SANITATION PRODUCTS        | 450 GALLON DUMPSTERS X 30             | \$ | 30,839.62           |
| SCULL CONSTRUCTION SERVICE | BH AIRPORT PE 14                      | \$ | 31,251.73           |
| SIMON CONTRACTORS          | ROADSTONE-BALLAST-LIMESTONE FOR ROADS | \$ | 1,129.51            |
| SIR LINES A LOT, LLC       | MAINLINE PAVEMENT MARKINGS PE2        | \$ | 219.78              |
| SMITH, RYLAND              | CDL PERMIT REIMBURSEMENT              | \$ | 65.00               |
| SPEARFISH ELECTRIC         | HOLIDAY BOOSTER REPAIR-AC REPAIR      | \$ | 1,812.01            |
| STEC'S INNOVATIVE SAFETY S | SAFETY REWARDS JUNE 2026              | \$ | 966.72              |
| STURGIS MOTOR SPORTS       | HELMET FOR PD                         | \$ | 599.99              |
| SUPERIOR SANITATION LLC    | DRAIN CLEANING SPORTS COMPLEX         | \$ | 975.00              |
| SYSCO FOOD SERVICES OF MT  | CONCESSIONS FOR REC CENTER            | \$ | 2,328.82            |
| TREE WISE MEN              | REMOVAL OF TREES OVER SIDEWALK        | \$ | 350.00              |
| UNIVERUS WASTE & RECYCLING | DATA PLAN WASTE MANAGEMENT SOFTWARE   | \$ | 1,891.18            |
| US BANK                    | SRF BOND ACCURED INTEREST             | \$ | 32,700.68           |
| US BANK TRUST N.A.         | ELZ DRK WTR P&I #1                    | \$ | 72,577.98           |
| VISIT SPEARFISH INC        | AUG 2026 BID BOARD                    | \$ | 17,500.00           |
| WELLS PLUMBING CORP        | PVC-CEMENT-REPAIR FOR REC CENT        | \$ | 470.14              |
| INTEGRITY ACQUISITION LLC  | PART FOR VEHICLE                      | \$ | 152.91              |
| WOELBER EXCAVATING, LLC    | CO BLVD SWR UP PE 2                   | \$ | 149,297.04          |
|                            |                                       | \$ | <u>1,038,765.75</u> |



## Agenda Item Report

Finance

Item # 15.B.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Approve the Bills

**Request:**

Approve the salary expense, bank fees and credit card fees for the month of July 2026.

**Background Information:**

Monthly report of salaries and wages.

**Fiscal Impact:** N/A

**Recommended City Council Action:** Approve

**Staff Contact Information:**

Michelle DeNeui, 605-642-1325, [m.deneui@spearfish.gov](mailto:m.deneui@spearfish.gov)

**Attachments:**

1. Monthly Salary Expense 2026 JULY---

## JULY 2026 Salary Expense & Credit Card Fees

|                       | <u>Gross Wages/Benefits</u>  |                | <u>Gross Wages</u>    | <u>Benefits</u>     |                |
|-----------------------|------------------------------|----------------|-----------------------|---------------------|----------------|
| Mayor/Council         | \$9,834.46                   | 0.77%          | \$9,135.58            | \$698.88            | 0.91%          |
| City Administrator    | 13,305.46                    | 1.05%          | 11,174.46             | 2,131.00            | 1.11%          |
| City Attorney         | 463.00                       | 0.04%          | 430.10                | 32.90               | 0.04%          |
| Finance               | 37,716.14                    | 2.97%          | 29,532.38             | 8,183.76            | 2.93%          |
| Human Resources       | 19,155.50                    | 1.51%          | 15,160.00             | 3,995.50            | 1.50%          |
| Gov't Bldgs           | 23,621.25                    | 1.86%          | 18,314.52             | 5,306.73            | 1.82%          |
| Public Works Admin    | 67,250.12                    | 5.29%          | 52,930.72             | 14,319.40           | 5.25%          |
| Engineering           | 35,072.52                    | 2.76%          | 27,760.00             | 7,312.52            | 2.75%          |
| Police                | 219,953.94                   | 17.32%         | 166,601.11            | 53,352.83           | 16.52%         |
| Fire                  | 49,987.52                    | 3.94%          | 39,769.32             | 10,218.20           | 3.94%          |
| Bldg Inspection       | 28,699.99                    | 2.26%          | 21,901.50             | 6,798.49            | 2.17%          |
| Streets & Snow        | 55,579.87                    | 4.38%          | 42,297.70             | 13,282.17           | 4.19%          |
| Electrical            | 10,265.50                    | 0.81%          | 7,609.60              | 2,655.90            | 0.75%          |
| Cemetery              | 14,411.13                    | 1.13%          | 12,275.08             | 2,136.05            | 1.22%          |
| Animal Control        | 5,935.30                     | 0.47%          | 4,364.14              | 1,571.16            | 0.43%          |
| Recreation/Aquatic    | 185,854.49                   | 14.63%         | 161,609.41            | 24,245.08           | 16.02%         |
| Parks                 | 97,424.40                    | 7.67%          | 79,250.75             | 18,173.65           | 7.86%          |
| Library               | 41,737.02                    | 3.29%          | 32,569.03             | 9,167.99            | 3.23%          |
| Plan & Zone           | 38,454.30                    | 3.03%          | 30,415.23             | 8,039.07            | 3.02%          |
| Motor Pool            | 32,509.79                    | 2.56%          | 24,600.40             | 7,909.39            | 2.44%          |
| Wildland Fire         | 35,736.29                    | 2.81%          | 31,419.26             | 4,317.03            | 3.11%          |
| Police Comm           | 51,523.20                    | 4.06%          | 40,295.95             | 11,227.25           | 3.99%          |
| Water                 | 35,348.69                    | 2.78%          | 26,072.86             | 9,275.83            | 2.58%          |
| Electric Production   | 21,857.63                    | 1.72%          | 17,159.37             | 4,698.26            | 1.70%          |
| Sewer                 | 32,714.80                    | 2.58%          | 24,051.93             | 8,662.87            | 2.38%          |
| WWTP                  | 42,313.60                    | 3.33%          | 32,508.81             | 9,804.79            | 3.22%          |
| Airport               | 6,235.63                     | 0.49%          | 4,643.21              | 4,505.60            | 0.46%          |
| Solid Waste           | 35,935.06                    | 2.83%          | 26,112.00             | 9,823.06            | 2.59%          |
| Campground            | 21,222.33                    | 1.67%          | 18,774.79             | 2,447.54            | 1.86%          |
| Totals                | <u>\$1,270,118.93</u>        | <u>100.00%</u> | <u>\$1,008,739.21</u> | <u>\$264,292.90</u> | <u>100.00%</u> |
| Banking Fees JUNE     | 107.10                       |                |                       |                     |                |
| Credit Card Fees JUNE | <u>\$ 23,852.53</u>          |                |                       |                     |                |
| Grand Total           | <u><u>\$1,293,971.46</u></u> |                |                       |                     |                |



## Agenda Item Report

### Human Resources

Item # 16.A.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Publication of wages per SDCL 6-1-10

**Request:**

In accordance with South Dakota state law, human resources will publish a complete list of all added and adjusted wages in the official minutes. See attached wages.

**Background Information:**

**Fiscal Impact:**

**Recommended City Council Action:**

**Staff Contact Information:**

, ,

**Attachments:**

1. 8.3.26 wage publication



In accordance with South Dakota state law, human resources will publish a complete list of all added and adjusted wages in the official minutes. The changes are as follows:

| <b>Regular Employee</b>  | <b>Position</b>       | <b>Wage</b> | <b>Effective Date</b> | <b>Reason</b> |
|--------------------------|-----------------------|-------------|-----------------------|---------------|
| Michele Freed            | Admin Coord – FD      | N/C         | 7/20/2026             | lateral move  |
| Russell Haynes           | Wildland Eng Boss/FF  | \$34.50     | 8/10/2026             | New hire      |
| Jason DeNeui             | Police Background Inv | \$33.66     | 7/27/2026             | Rehire        |
| Tucker Graeff            | Facility Maintenance  | \$23.24     | 8/17/2026             | New hire      |
| <b>Seasonal Employee</b> | <b>Position</b>       | <b>Wage</b> | <b>Effective Date</b> | <b>Reason</b> |
| Edgar Meza               | Temp. Police Officer  | \$32.84     | 8/6/2026              | Sturgis Rally |
| Levi Clark               | Temp. Police Officer  | \$32.84     | 8/6/2026              | Sturgis Rally |
| Ashley Tuschling         | Temp. Police Officer  | \$32.84     | 8/6/2026              | Sturgis Rally |



## Agenda Item Report

### Community Development

Item # 18.A.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Departmental Discussion

**Request:**

Presentation of 2027 Budget requests from the Community Development Division.

**Background Information:**

2027 Budget Presentations.

**Fiscal Impact:**

**Recommended City Council Action:** No Action

**Staff Contact Information:**

Peter Wysocki, 605-642-1335, [p.wysocki@spearfish.gov](mailto:p.wysocki@spearfish.gov)

**Attachments:**

1. 2027 Budget Presentation to CC 8-3-2026

# Community Development Department Preliminary Budget for 2027

Planning and Zoning  
Engineering  
Building Services



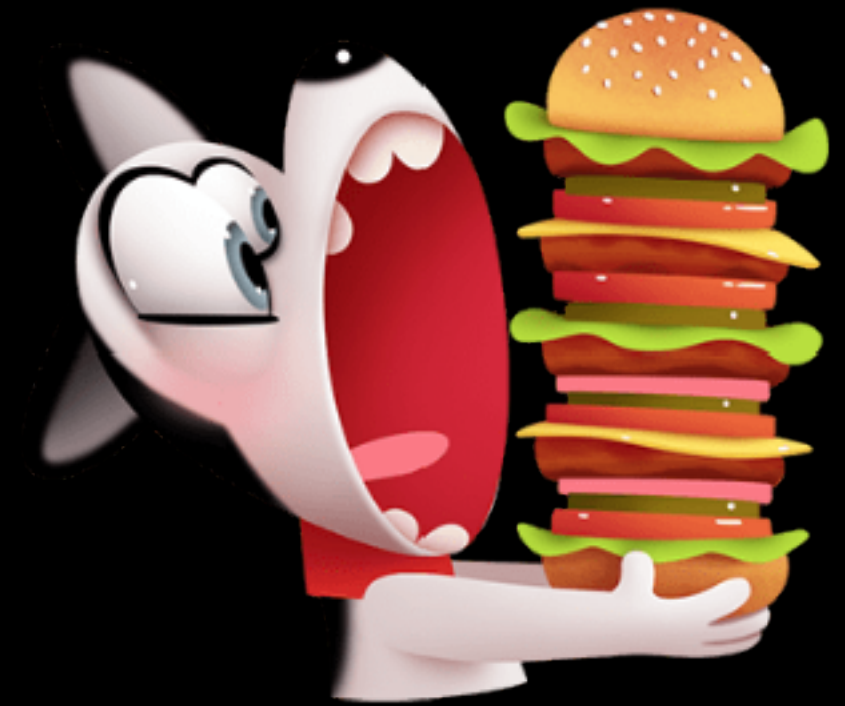
# Community Development

The Community Development Department is comprised of three divisions—Planning & Zoning, Engineering, and Building Services—that work collaboratively to ensure the City’s growth and redevelopment align with its development regulations and long-term vision. The Department’s goal is to support Spearfish as a vibrant, livable, and economically successful city. Community Development staff take pride in transparency, public engagement, creativity, customer service, and a shared passion for Spearfish.

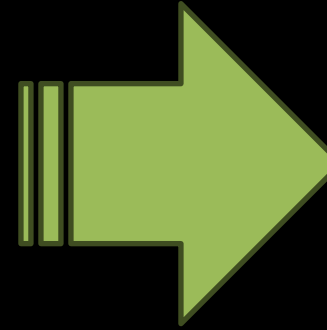
###

## 2027 Departmental Work Plan and Targets

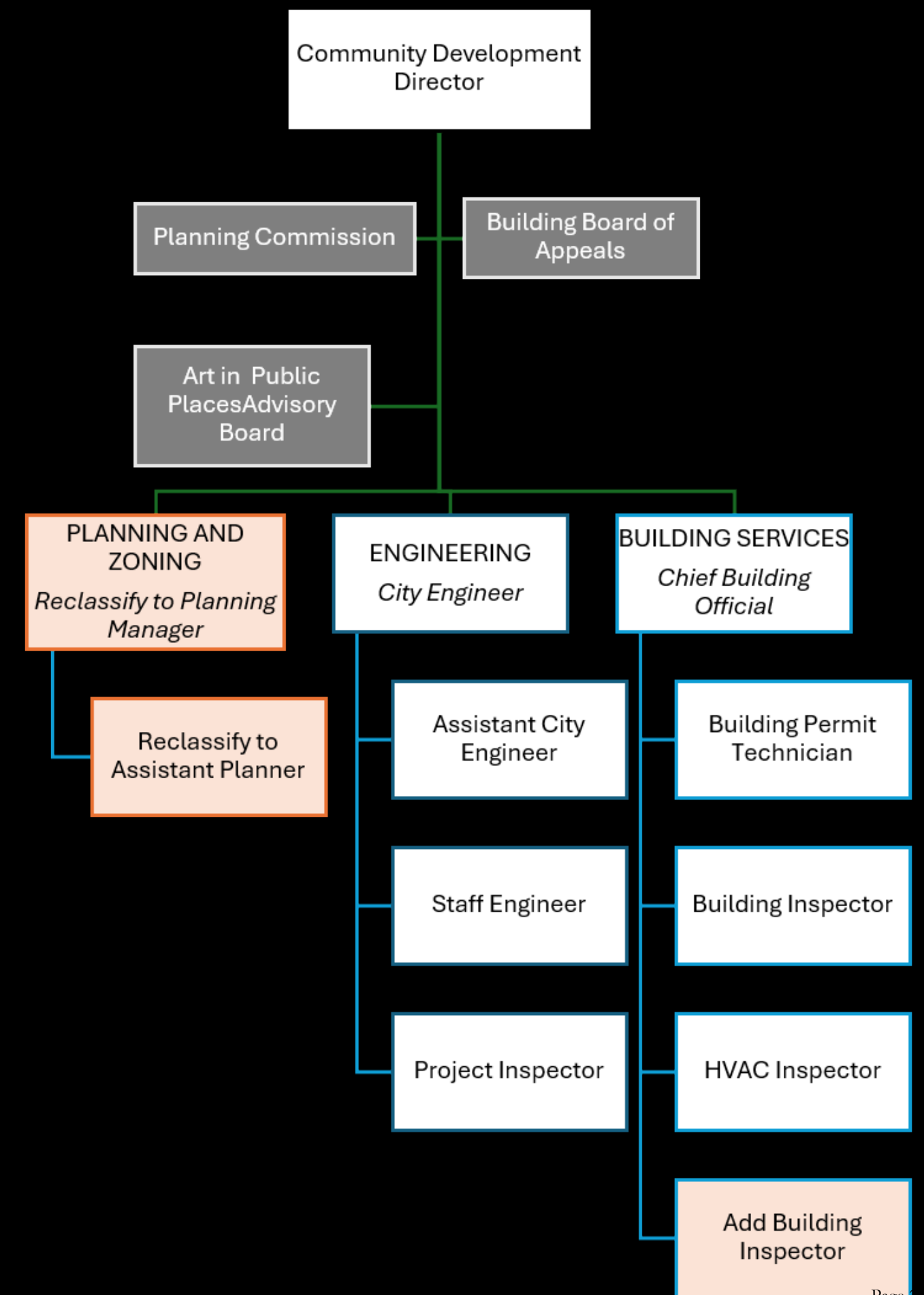
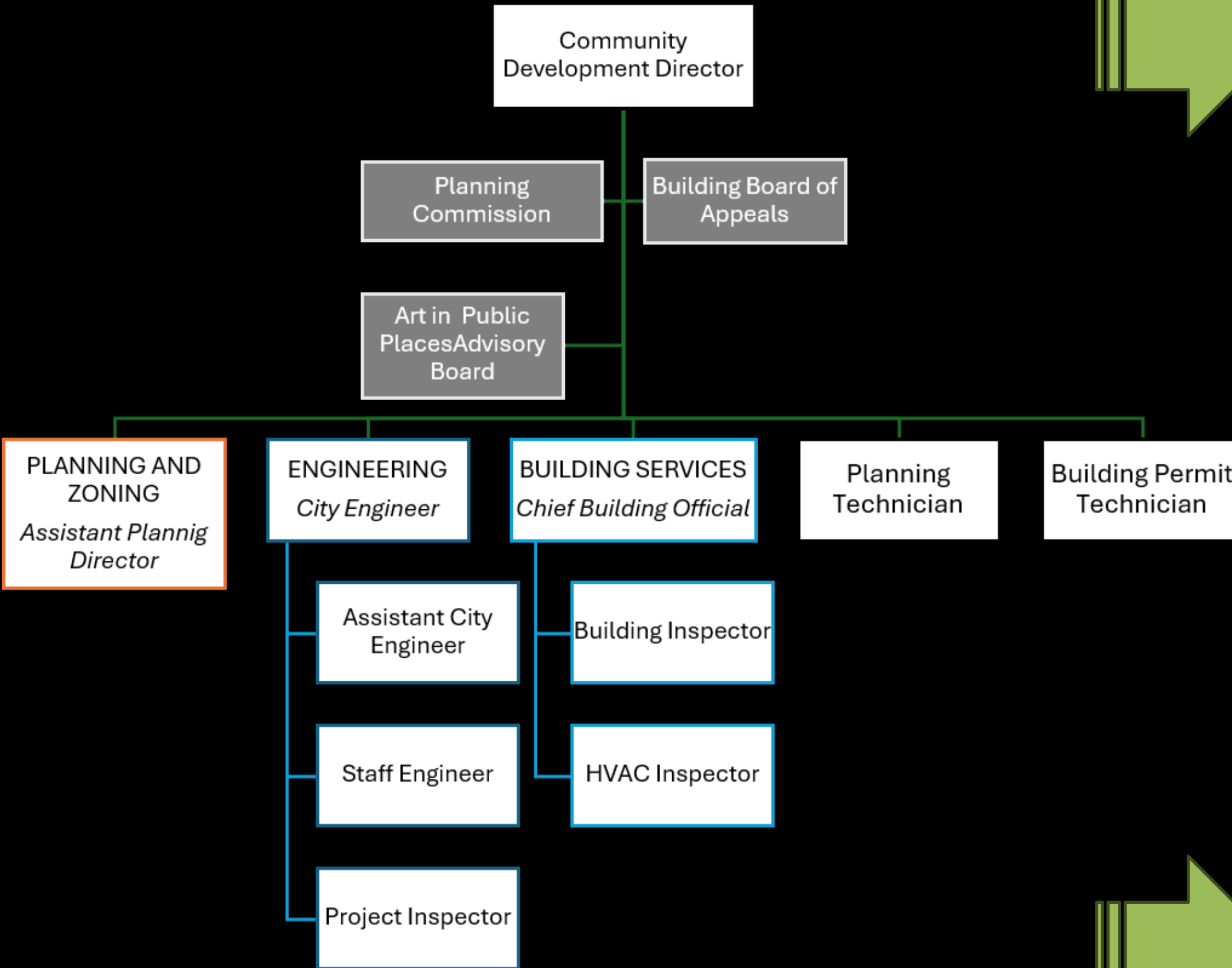
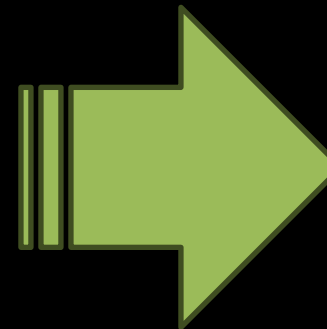
- Complete draft development code – *Shape Spearfish*
- Complete and adopt updated ETJ policy
- Complete and adopt housing needs assessment and action plan
- Solve building plan review and building inspection coverages
- Align staff positions with functions – *see org charts next slide*
- Complete and adopt updated TIF policy (and other economic development policies?)
- Engineering Design Standards one year review
- Complete and adopt a public art plan?
- Continue to: *ENGAGE - INFORM - INNOVATE*



## Current



## Future Optimized





PLANNING AND ZONING PRELIMINARY BUDGET

|                                                                     |            |                                                                       |
|---------------------------------------------------------------------|------------|-----------------------------------------------------------------------|
| Total                                                               | \$743,465  |                                                                       |
| Line Item Operational Adjustments from 2026                         | (\$39,515) |                                                                       |
| Reclassification of Assistant Planning Director to Planning Manager | \$5,931    | Increase over current position                                        |
| Reclassification of Planning Technician to Assistant Planner        | \$5,930    | Increase over current position                                        |
| Shape Spearfish Title 15 Rewrite                                    | \$100,000  | A portion carryover from 2026                                         |
| Housing Needs Assessment and Action Plan                            | \$50,000   | Potentially funded all or in part by Black Hills Community Foundation |

The Housing Needs Assessment and Action Plan is intended to be Spearfish-specific and replace the 2022 Rapid City housing plan. Will require an RFP and cost still TBD. If funded by BH Community Foundation, could start in 2026.

Shape Spearfish Title 15 Rewrite will be a rolling expense trough early 2028.



# ENGINEERING PRELIMINARY BUDGET

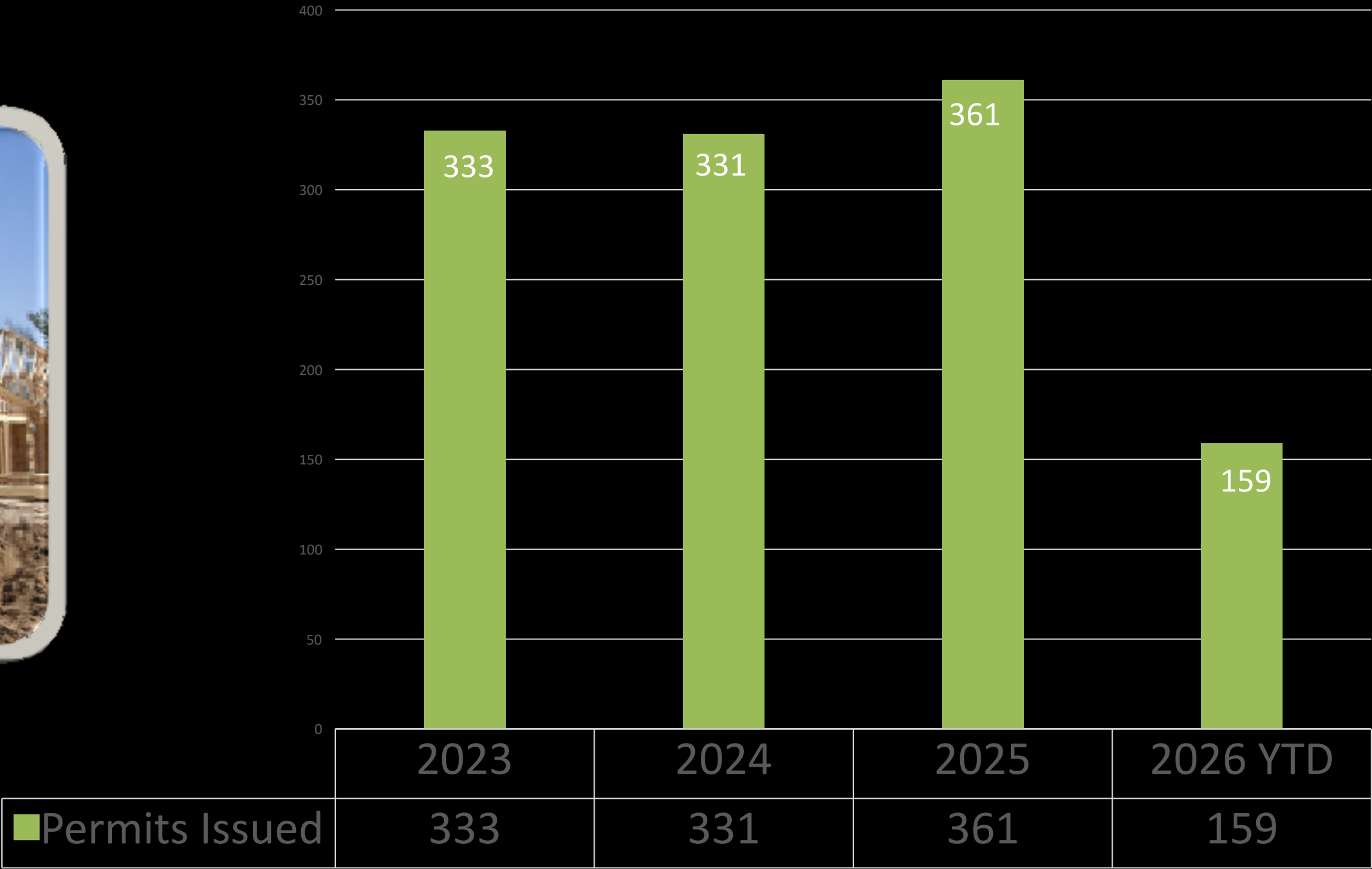
|                                             |                           |                                                             |
|---------------------------------------------|---------------------------|-------------------------------------------------------------|
|                                             |                           |                                                             |
| Total                                       | \$697,902                 |                                                             |
|                                             |                           |                                                             |
| Line Item Operational Adjustments from 2026 | + \$9,782                 |                                                             |
|                                             |                           |                                                             |
| Increase in Professional Services           | From \$10,000 to \$20,000 | Contingency planning for 3 <sup>rd</sup> party plan reviews |
|                                             |                           |                                                             |



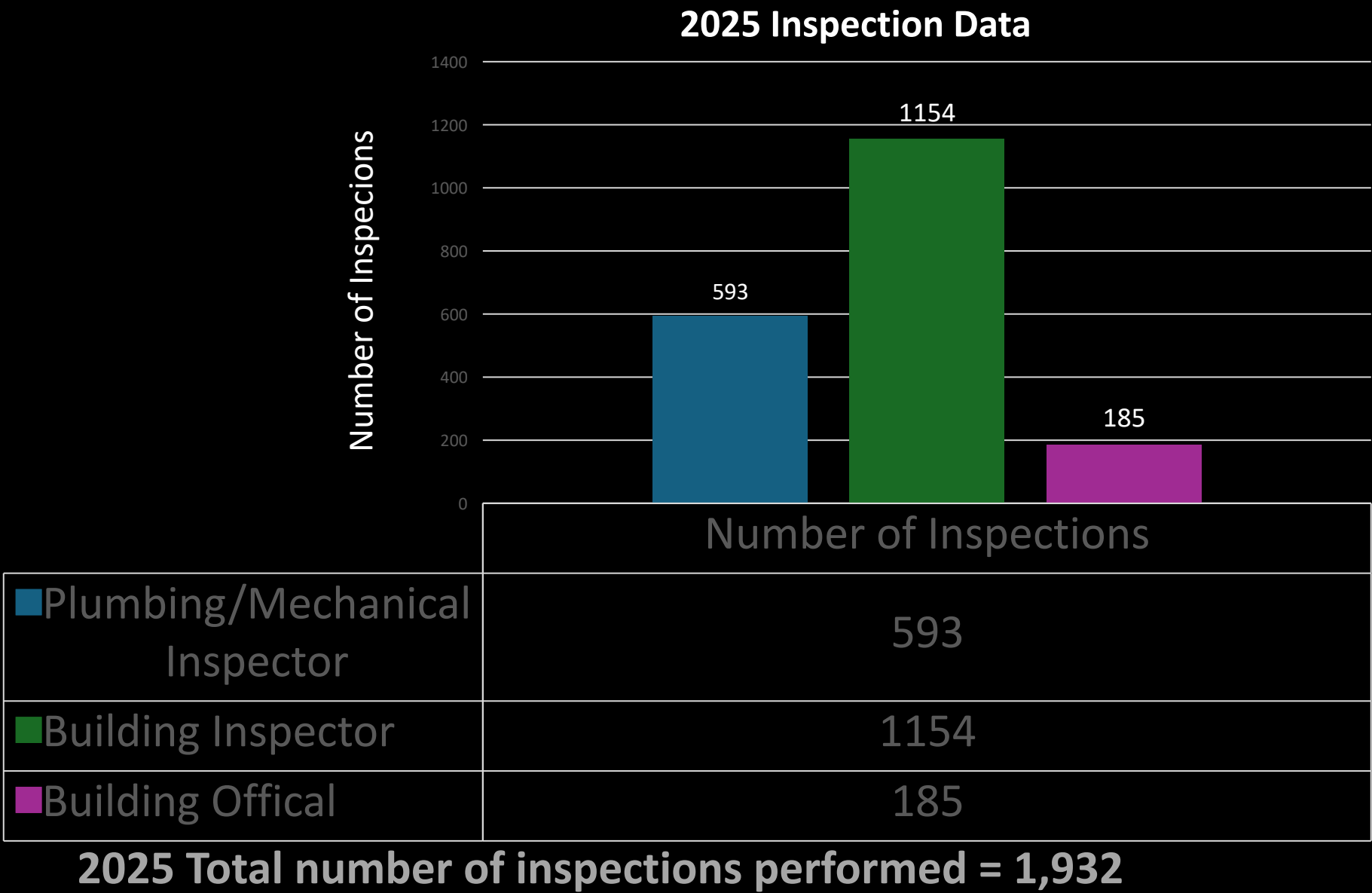
# Building Permit Activity



Permits Issued



# Inspection Activity



| Inspector                    | 2026 YTD through July |
|------------------------------|-----------------------|
| Pluming/Mechanical Inspector | 507                   |
| Building Inspector           | 979                   |
| Building Official            | 84                    |
| TOTAL                        | 1570                  |

# of Initial plan reviews by BO  
Jan 1 through June 30 = 128

# More on Building Services

## Current Staffing

1 Building Inspector

1 Plumbing/Mechanical Inspector

1 Building Official

## Key Takeaways

The Building Official assisted with inspections while also managing plan reviews, staff supervision, permitting, customer service, and department administration

The Building Official has very limited time for QA/QC and staff training/development

The Building Official is the ONLY plan reviewer

No redundancy in the system

# BUILDING SERVICES PRELIMINARY BUDGET

|                                             |                          |                                |
|---------------------------------------------|--------------------------|--------------------------------|
|                                             |                          |                                |
| Total                                       | \$545,602                |                                |
|                                             |                          |                                |
| Line Item Operational Adjustments from 2026 | (\$15,155)               |                                |
|                                             |                          |                                |
| New Building Inspector Position             | \$83,870                 | 1 FTE start date April 1, 2027 |
|                                             |                          |                                |
| Reduction in Professional Services          | From \$20,000 to \$5,000 | No services anticipated        |
|                                             |                          |                                |

## Why an Additional Building Inspector Is Necessary?

- ✓ Maintain next-day inspection response times
- ✓ Improve service delivery and meet customer expectations
- ✓ Provide staffing redundancy during vacations, training, or illness
- ✓ Succession planning and staff development
- ✓ Shorten plan review times
- ✓ Reduce delays to contractors, businesses and homeowners





The End  
Thank You



## Agenda Item Report

**Parks**

Item # 18.B.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Departmental Discussion

**Request:**

Presentation of 2027 Budget requests for Parks and Recreation Department

**Background Information:**

Presentation of 2027 Budget requests.

**Fiscal Impact:**

**Recommended City Council Action:** No Action

**Staff Contact Information:**

Rex McDonald, 605-717-1142, [r.mcdonald@spearfish.gov](mailto:r.mcdonald@spearfish.gov)

**Attachments:**

1. Park and Rec Budget Presentation 2027



# Parks and Recreation

## 2027 Proposed Budget



# Parks and Recreation Department Budget Methodology

- The Parks and Recreation Master Plan is used when creating our annual operating budget and capital improvement budget
- Using the Master Plan, the Budget subcommittee from the Parks, Recreation and Forestry Advisory Board assists staff in prioritizing capital improvement projects for the department
- Operating budgets were created using historical budgets adjusted for inflation and identifying specialized equipment and procedures for maintaining current infrastructure



# Divisions within Parks and Recreation

- The Parks and Recreation Department includes several divisions, each with separate budgets
  - Parks and Spectator Recreation
    - Includes North and South Park Districts, Spec Rec Districts, Open Spaces/Forestry District, Downtown District
  - Spearfish Rec and Aquatics Center
    - Includes 202 Fund
  - Spearfish City Campground
  - Rose Hill Cemetery



# Parks and Spec Rec operating budget

- **2027 Proposed Budget: \$1,968,301**
- **2026 Approved Budget: \$2,024,739**
- Decrease of \$56,438
  - Significant changes
    - No significant operational changes planned for 2027
  - Notable projects and purchases
    - ABI infield maintenance machine: \$50,000
    - Infield material for the Legion baseball field: \$15,000
    - Mini-Ex for trail maintenance: \$40,000 (donation to the Special Park Gift Fund)
    - Lookout Mountain Conservation Easement transfer: \$30,000
    - Art in Public Places: \$25,000

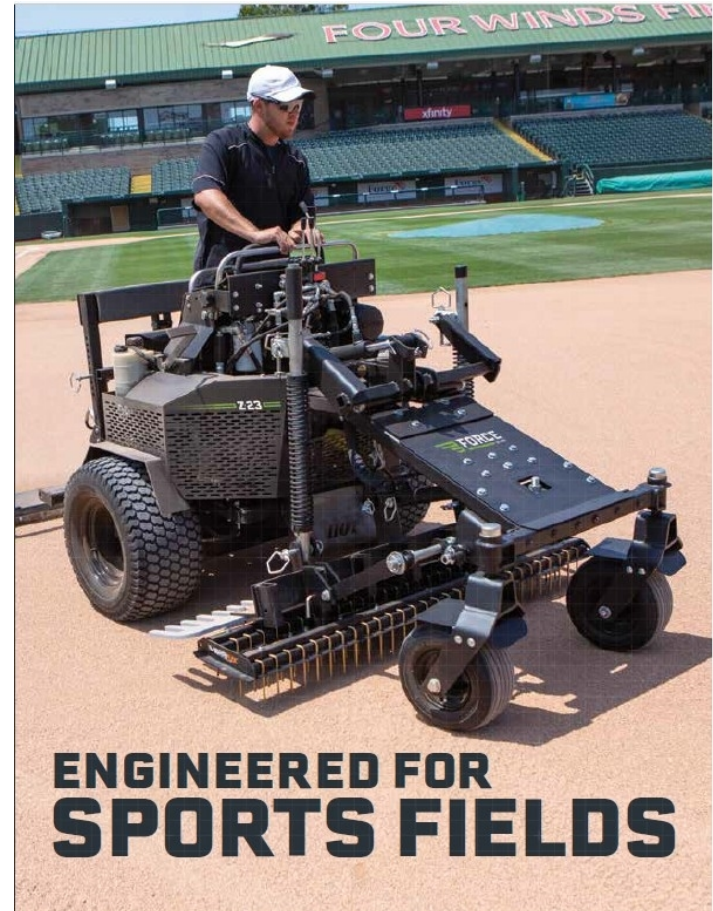
## Historical Budgets

- 2023: \$5,064,224
- 2024: \$6,765,762
- 2025: \$2,529,315



# ABI infield maintenance machine

- This machine will be used to maintain the grading necessary for proper field drainage at 10 baseball and softball fields
- Proper grading ensures that water drains from the fields effectively which increases playability of the surfaces throughout the playing season and over the lifetime of the fields
- Uses laser-grading technology
- ABI unit demoed in the fall of 2025
- Rapid City purchased a unit in 2026 and provided us with positive feedback
- Additional attachments could be purchased for aeration and overseeding



# Rec and Aquatics Center operating budget

- **2027 Proposed Budget: \$2,467,674**
- **2026 Approved Budget: \$2,281,583**
- Increase of \$186,091
  - Significant changes
    - No significant operational changes planned for 2027
  - Notable projects and purchases
    - Waterslide Recoating Project = \$200,000
    - Examining options to reduce expenses associated with credit card fees

## Historical Budgets

- 2023: \$1,753,356
- 2024: \$1,944,508
- 2025: \$2,415,369

# Rec and Aquatics Center Revenues

- 2026: \$1,207,700
- 2027: \$1,259,200
- Increase: \$51,500





# Campground operating budget

- **2027 Proposed Budget: \$663,590**
- **2026 Approved Budget: \$1,382,508**
- Decrease of \$718,918
  - Significant changes
    - Waterline project scheduled to begin in 2026
    - Revenue will be affected by the closure of the campground for the waterline project and the spike in gas prices in 2025
  - Notable projects and purchases
    - Restroom and shower facilities upgrades = \$15,000

## Historical Budgets

- 2023: \$504,746
- 2024: \$581,042
- 2025: \$539,585



# Campground Revenues

- 2026: \$754,600
- 2027: \$709,600
- Decrease: \$45,000



# Rose Hill Cemetery operating budget

- **2027 Proposed Budget: \$157,266**
- **2026 Approved Budget: \$170,906**
- Decrease of \$13,640
  - Significant changes
    - Ground Penetrating Radar Project completed in 2026
  - Notable project and purchases
    - Expansion Master Planning to begin in the next 2-5 years

## Historical Budgets

- 2023: \$125,794
- 2024: \$124,963
- 2025: \$157,888



# Questions?

Rex McDonald, Parks and Rec Director  
[r.mcdonald@spearfish.gov](mailto:r.mcdonald@spearfish.gov)  
(605)645-3344





## Agenda Item Report

Fire

Item # 18.C.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Departmental Discussion

**Request:**

Presentation of 2027 Budget requests for Fire Division.

**Background Information:**

Presentation of 2027 budget requests for fire division.

**Fiscal Impact:**

**Recommended City Council Action:** No Action

**Staff Contact Information:**

Scott Deaver, 605-722-6814, [s.deaver@spearfish.gov](mailto:s.deaver@spearfish.gov)

**Attachments:**

1. 2027 Fire Budget Council





#### Mission

To preserve life, protect property, and safeguard our communities through relentless commitment to emergency preparedness, community risk reduction, fire prevention, response and recovery.

#### Department Description

##### Spearfish Fire Department Vision

The Spearfish Fire Department is an all-risk public safety and emergency service provider that exceeds the expectations of the diverse communities we serve.



# SPEARFISH FIRE DEPARTMENT

Community Risk Reduction – For the Region. For the People. For the Future.

| FIRE DEPARTMENT       |                                |         |         |           |         |           |     |                   |
|-----------------------|--------------------------------|---------|---------|-----------|---------|-----------|-----|-------------------|
| 101-42290-4110        | SALARIES/WAGES                 | 152,620 | 188,241 | 361,311   | 361,296 | 487,933   | 1.0 | 1 FT Firefighters |
| 101-42290-4111        | VOLUNTEER REIMBURSEMENT        | 52,488  | 61,065  | 71,835    | 71,250  | 71,250    |     |                   |
| 101-42290-4121        | FICA                           | 12,357  | 15,495  | 26,646    | 26,818  | 34,670    |     |                   |
| 101-42290-4122        | MEDICARE                       | 2,890   | 3,624   | 6,232     | 6,272   | 8,109     |     |                   |
| 101-42290-4130        | RETIREMENT                     | 11,411  | 15,026  | 25,594    | 28,904  | 38,411    |     |                   |
| 101-42290-4140        | WORKER'S COMPENSATION          | 7,724   | 8,146   | 10,004    | 30,259  | 40,060    |     |                   |
| 101-42290-4150        | EMPLOYEE HEALTH INSURANCE      | 11,672  | 18,286  | 41,393    | 56,653  | 97,377    |     |                   |
| 101-42290-4210        | PROPERTY & LIABILITY INSURANCE | 27,502  | 36,665  | 44,772    | 41,930  | 41,930    |     |                   |
| 101-42290-4220        | PROFESSIONAL SERVICE           | 10,044  | 31,928  | 33,648    | 24,100  | 22,000    |     |                   |
| 101-42290-4224        | SOFTWARE MAINT FEES            | 949     | 1,721   | 10,278    | 9,500   | 10,500    |     |                   |
| 101-42290-4230        | PUBLISHING                     | 514     | 308     | -         | 1,500   | -         |     |                   |
| 101-42290-4240        | RENTALS                        | 2,287   | 2,146   | 2,146     | 2,400   | 1,900     |     |                   |
| 101-42290-4251        | REPAIR VEHICLES                | 4,456   | 3,195   | 2,906     | 35,000  | 35,000    |     |                   |
| 101-42290-4252        | REPAIR-STRUCTURES              | 257     | 38,437  | 217       | -       | -         |     |                   |
| 101-42290-4253        | REPAIR OF EQUIPMENT            | 32,752  | 11,519  | 11,862    | 15,000  | 15,000    |     |                   |
| 101-42290-4257        | ELECTRICAL REPAIRS             | -       | -       | 211       | -       | -         |     |                   |
| 101-42290-4261        | OFFICE SUPPLIES                | 796     | 1,209   | 5,678     | 2,000   | 2,000     |     |                   |
| 101-42290-4262        | GAS, OIL, FUEL, PROPAN         | 13,115  | 12,733  | 12,298    | 16,000  | 16,000    |     |                   |
| 101-42290-4263        | SAFETY-CLOTHING-FOOD           | 34,995  | 38,802  | 9,533     | 46,000  | 38,500    |     |                   |
| 101-42290-4264        | JANITORIAL SUPPLIES            | 728     | -       | 304       | -       | -         |     |                   |
| 101-42290-4265        | MINOR TOOLS/EQUIPMENT          | 7,949   | 7,960   | 28,726    | 34,000  | 33,000    |     |                   |
| 101-42290-4267        | TIRES                          | 20,901  | 24,347  | 7,368     | 30,000  | 22,000    |     |                   |
| 101-42290-4268        | CHEMICALS                      | -       | 366     | 3,200     | 5,000   | 5,000     |     |                   |
| 101-42290-4269        | MISCELLANEOUS                  | 2,833   | 5,438   | 2,849     | 5,000   | 4,000     |     |                   |
| 101-42290-4270        | TRAVEL                         | 6,726   | 8,924   | 7,283     | 12,000  | 12,000    |     |                   |
| 101-42290-4281        | TELEPHONE                      | 12,481  | 13,584  | 13,344    | 9,900   | 9,900     |     |                   |
| 101-42290-4282        | NATURAL GAS                    | 7,991   | 5,186   | 6,462     | 6,000   | 7,000     |     |                   |
| 101-42290-4283        | ELECTRICITY                    | 12,172  | 11,192  | 10,732    | 11,700  | 14,200    |     |                   |
| 101-42290-4289        | CITY WSG UTILITIES             | 5,861   | 6,523   | 6,997     | 5,600   | 5,600     |     |                   |
| 101-42290-4290        | OTHER CURRENT EXPENSE          | 635     | 852     | 1,200     | 4,000   | 3,600     |     |                   |
| 101-42290-4320        | BUILDINGS & STRUCTURES         | 81,175  | -       | 325,000   | 43,000  | -         |     |                   |
| 101-42290-4340        | MACHINERY AND EQUIPMEN         | 47,005  | 25,760  | 20,251    | -       | -         |     |                   |
| 101-42290-4341        | COMPUTER SOFTWARE              | -       | 330     | -         | -       | -         |     |                   |
| 101-42290-4342        | BOOKS                          | -       | 300     | 1,710     | -       | 1,500     |     |                   |
| 101-42290-4370        | PROJECT ENGINEERING            | -       | -       | 1,423     | -       | -         |     |                   |
| 101-42290-4550        | PENSIONS AND PENSION R         | 5,847   | 6,930   | 8,013     | 10,000  | 10,000    |     |                   |
| TOTAL FIRE DEPARTMENT |                                | 591,170 | 606,239 | 1,121,428 | 951,082 | 1,088,440 |     |                   |



104-WILDLAND FIRE FUND

|                                  |                                |         |         |         | 2027      | ADDED   | ONE |                                                                         |
|----------------------------------|--------------------------------|---------|---------|---------|-----------|---------|-----|-------------------------------------------------------------------------|
|                                  |                                |         |         |         | REQUESTED |         |     |                                                                         |
| REVENUES                         |                                | 2023    | 2024    | 2025    | 2026      | BUDGET  | FTE | TIME                                                                    |
|                                  |                                | ACTUAL  | ACTUAL  | ACTUAL  | BUDGET    | BUDGET  |     |                                                                         |
| <u>INTERGOVERNMENTAL REVENUE</u> |                                |         |         |         |           |         |     |                                                                         |
| 104-33550                        | STATE WILDLAND FIRE            | 232,790 | 232,790 | 197,945 | 281,586   | 355,844 |     | Revenue for contracted fires to match amount needed for \$0 net results |
| TOTAL INTERGOVERNMENTAL REVENUE  |                                | 232,790 | 232,790 | 197,945 | 281,586   | 355,844 |     |                                                                         |
| <u>MISCELLANEOUS REV</u>         |                                |         |         |         |           |         |     |                                                                         |
| 104-36100                        | INTEREST                       | 13,192  | 11,429  | 8,424   | 10,000    | 10,000  |     |                                                                         |
| 104-36102                        | NET INCOME (DECREASE) IN FMV O | 953     | 677     | -       | -         | -       |     |                                                                         |
| TOTAL MISCELLANEOUS REV          |                                | 14,145  | 12,107  | 8,424   | 10,000    | 10,000  |     |                                                                         |
| TOTAL REVENUES                   |                                | 246,935 | 244,897 | 206,369 | 291,586   | 365,844 |     |                                                                         |
|                                  |                                |         |         |         | 2027      | ADDED   | ONE |                                                                         |
|                                  |                                |         |         |         | REQUESTED |         |     |                                                                         |
| EXPENDITURES                     |                                | 2023    | 2024    | 2025    | 2026      | BUDGET  | FTE | TIME                                                                    |
|                                  |                                | ACTUAL  | ACTUAL  | ACTUAL  | BUDGET    | BUDGET  |     |                                                                         |
| <u>PERSONAL SERVICES</u>         |                                |         |         |         |           |         |     |                                                                         |
| 104-42290-4110                   | SALARIES/WAGES                 | 174,524 | 149,199 | 84,903  | 188,632   | 234,006 |     | Admin Coord - added in 2026 50% from Wildland                           |
| 104-42290-4111                   | VOLUNTEER REIMBURSEMENT        | -       | 7,536   | 649     | -         | -       |     |                                                                         |
| 104-42290-4121                   | FICA                           | 10,375  | 9,396   | 5,194   | 11,695    | 14,510  |     |                                                                         |
| 104-42290-4122                   | MEDICARE                       | 2,426   | 2,197   | 1,215   | 2,735     | 3,394   |     |                                                                         |
| 104-42290-4130                   | RETIREMENT                     | 7,026   | 6,943   | 3,374   | 11,923    | 14,841  |     |                                                                         |
| 104-42290-4140                   | WORKER'S COMPENSATION          | 8,001   | 11,240  | 7,901   | 26,392    | 33,502  |     |                                                                         |
| 104-42290-4150                   | EMPLOYEE HEALTH INSURANCE      | 13,021  | 13,355  | 5,095   | 38,209    | 47,591  |     |                                                                         |
| 104-42290-4160                   | UNEMPLOYMENT                   | -       | 1,229   | (93)    | -         | -       |     |                                                                         |
| TOTAL PERSONAL SERVICES          |                                | 215,373 | 201,095 | 108,239 | 279,586   | 347,844 |     |                                                                         |

|                                      |                          |          |         |         |         |         |
|--------------------------------------|--------------------------|----------|---------|---------|---------|---------|
| <u>OTHER CURRENT EXPENSES</u>        |                          |          |         |         |         |         |
| 104-42290-4220                       | PROFESSIONAL SERVICE     | -        | 30      | 40      | -       | -       |
| 104-42290-4251                       | REPAIR VEHICLES          | 1,391    | 1,571   | 50      | -       | -       |
| 104-42290-4253                       | REPAIR OF EQUIPMENT      | 63       | -       | -       | -       | -       |
| 104-42290-4259                       | REPAIR-MISCELLANEOUS     | 23       | -       | -       | -       | -       |
| 104-42290-4261                       | OFFICE SUPPLIES          | 17       | -       | 25      | -       | -       |
| 104-42290-4262                       | GAS, OIL, FUEL, PROPANE  | -        | -       | 76      | -       | -       |
| 104-42290-4263                       | SAFETY-CLOTHING-FOOD     | 8,198    | -       | 11,974  | 8,000   | 11,500  |
| 104-42290-4265                       | MINOR TOOLS/EQUIPMENT    | 2,223    | 9,696   | 275     | -       | -       |
| 104-42290-4268                       | CHEMICALS                | -        | 243     | 60      | -       | -       |
| 104-42290-4270                       | TRAVEL                   | 54,371   | 29,866  | 26,068  | 4,000   | 6,500   |
| 104-42290-4281                       | TELEPHONE/CELL PHONE SVC | 502      | 507     | 491     | -       | -       |
| TOTAL OTHER CURRENT EXPENSES         |                          | 66,788   | 41,913  | 39,059  | 12,000  | 18,000  |
| <u>CAPITAL OUTLAY/OTHER EXPENSES</u> |                          |          |         |         |         |         |
| 104-42290-4340                       | MACHINERY & EQUIPMENT    | 12,187   | -       | -       | -       | -       |
| TOTAL CAPITAL OUTLAY/OTHER           |                          | 12,187   | -       | -       | -       | -       |
| TOTAL EXPENDITURES                   |                          | 294,348  | 243,008 | 147,298 | 291,586 | 365,844 |
| REVENUE OVER/(UNDER) EXPENDITURES    |                          | (47,413) | 1,889   | 59,071  | -       | -       |



Spearfish Engine 3 Built Exclusively for the Community

294-FIRE CAPITAL FUND

| 294-FIRE CAPITAL FUND                           |                |                |                |                | 2027<br>REQUESTED<br>BUDGET |                                                |
|-------------------------------------------------|----------------|----------------|----------------|----------------|-----------------------------|------------------------------------------------|
| REVENUES                                        | 2023<br>ACTUAL | 2024<br>ACTUAL | 2025<br>ACTUAL | 2026<br>BUDGET |                             |                                                |
| <u>CHARGES FOR GOODS &amp; SVCS</u>             |                |                |                |                |                             |                                                |
| 294-34202        SPF RURAL FIRE PROT DIST REV   | 237,428        | 237,428        | 252,284        | 262,442        | 267,256                     |                                                |
| TOTAL CHARGES FOR GOODS & SVCS                  | 237,428        | 237,428        | 252,284        | 262,442        | 267,256                     |                                                |
| <u>MISCELLANEOUS REV</u>                        |                |                |                |                |                             |                                                |
| 294-36100        INTEREST                       | 27,256         | 47,451         | 30,537         | 50,000         | 30,000                      |                                                |
| 294-36700        FIRE CAPITAL DONATION          | -              | -              | -              | -              | 400,000                     | Volunteer Fire Association for Training Center |
| TOTAL MISCELLANEOUS REV                         | 27,256         | 47,451         | 30,537         | 50,000         | 430,000                     |                                                |
| <u>OTHER SOURCES</u>                            |                |                |                |                |                             |                                                |
| 294-39101        TRANSFERS IN                   | 150,000        | 175,000        | 200,000        | 200,000        | 225,000                     |                                                |
| 294-39130        SALE OF CAPITAL ASSETS         | -              | 40,000         | -              | -              | -                           |                                                |
| TOTAL OTHER SOURCES                             | 150,000        | 215,000        | 200,000        | 200,000        | 225,000                     |                                                |
| TOTAL REVENUES                                  | 414,684        | 499,879        | 482,821        | 512,442        | 922,256                     |                                                |
| EXPENDITURES                                    | 2023<br>BUDGET | 2024<br>ACTUAL | 2025<br>ACTUAL | 2026<br>BUDGET | 2027<br>REQUESTED<br>BUDGET |                                                |
| <u>FIRE DEPARTMENT</u>                          |                |                |                |                |                             |                                                |
| 294-42290-4253    REPAIR OF EQUIPMENT           | -              | 14,520         | -              | -              | -                           |                                                |
| 294-42290-4259    REPAIR OF MISCELLANEOUS       | 8,389          | -              | -              | -              | -                           |                                                |
| 294-42290-4265    MINOR TOOLS                   | -              | 752            | -              | -              | -                           |                                                |
| 294-42290-4320    BUILDINGS AND STRUCTURES      | -              | -              | 126,324        | 157,000        | 400,000                     | 400,000    Fire Training Center Construction   |
| 294-42290-4330    IMPROVEMENTS OTHER THAN BUILD | -              | -              | 97,942         | -              | -                           |                                                |
| 294-42290-4340    MACHINERY & EQUIPMENT         | 49,975         | 35,180         | 1,192,660      | 350,000        | 500,000                     | 500,000    Engine 1 Chasis                     |
| 294-42290-4370    PROJECT ENGINEERING           | -              | -              | 4,310          | -              | -                           |                                                |
| TOTAL FIRE DEPARTMENT                           | 58,364         | 50,452         | 1,421,235      | 507,000        | 900,000                     |                                                |
| TOTAL EXPENDITURES                              | 58,364         | 50,452         | 1,421,235      | 507,000        | 900,000                     |                                                |
| REVENUE OVER/(UNDER) EXPENDITURES               | 356,320        | 449,427        | (938,415)      | 5,442          | 22,256                      |                                                |

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# Fire Facilities - Deputy Chief Model





## Agenda Item Report

Finance

Item # 19.A.

**Meeting:** Regular Session Agenda

**Meeting Date:** August 3, 2026

**Department:** Executive Session

**Request:**

Hold an executive session pursuant to SDCL 1-25-2(6) - discussing the following information pertaining to the protection of public or private property and any person on or within the property, (g) any blueprint, building plan, or infrastructure record regarding any building or facility, which would expose or create vulnerability through disclosure of the configuration, location, or security of critical systems of the building or facility.

**Background Information:**

As stated in the motion. No action is expected.

**Fiscal Impact:**

**Recommended City Council Action:** No Action

**Staff Contact Information:**

Michelle DeNeui, 605-642-1325, [m.deneui@spearfish.gov](mailto:m.deneui@spearfish.gov)

**Attachments:**

None