

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA

Special Meeting
8:00 a.m. Wednesday, August 19, 2020

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

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **ITEMS FROM CITIZENS ON AGENDA**
4. **CONSENT AGENDA**

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

5. **BID ITEMS**
6. **PUBLIC HEARINGS**

A. Set public hearing on September 8 for special malt beverage license for (Deadwood Jam Committee) on Friday, Sept. 18th and Saturday Sept. 19th.

7. **OLD BUSINESS**
8. **NEW BUSINESS**

A. Permission for Mayor to sign Temporary Tower Crane Easement Agreement with Scull Construction for Four Points Hotel. (Discussed in P & T on 1/30 and 2/13) on January 16th.

9. **INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS**
No action can be taken
10. **EXECUTIVE SESSION**
11. **ADJOURNMENT**

Please practice the CDC's social distancing recommendations.
Please be considerate of others and if you no longer have business activities during the meeting, do not feel obligated to remain.
Masks are currently required to be worn while in City Hall.

Raising expectations.

Scull

CONSTRUCTION SERVICE INC.

August 13, 2020

RE: 4 Points Hotel – Main St. Deadwood
Portable tower crane

Dear Property Owner,

I represent Scull Construction Services, Inc. and Liv Hospitality in regards to the Four Points Hotel project on Main Street of Deadwood, SD.

Liv Hospitality has commenced construction of the new Four Points Hotel, and Scull Construction Services, Inc. will be using a tower crane for material hoisting to aid in the construction of the new building. This will occur starting on August 19th, 2020 for a period of approximately six months. The crane mast will be well above your building, trees, and any other improvements located on your property. Further, the crane will not have anything suspended from it over your property, and shall be used to transport materials from Main Street to the new building. In the evenings, the crane will be left in "weathervane or free slew", which this allows the crane to move freely with the wind and not fight against it. During this time, the mast is empty and will have the possibility to pass over your property at times.

Liv Hospitality and Scull Construction Services, Inc. are requesting permission or an easement from you for this purpose. In the event that such use should cause any damage to you or your property, The Contractor will be responsible for such damage.

Your cooperation will be very much appreciated by Liv Hospitality. On behalf of Liv Hospitality, I would appreciate your permission by signing the aria easement on the next page. Please do not hesitate to contact me if you have any questions regarding this request

Sincerely,

Scott M. Edwards
Senior Project Manager

Prepared by:

Jason M. Smiley

Gunderson, Palmer, Nelson & Ashmore, LLP

P.O. Box 8045

Rapid City, SD 57709-8045

(605) 342-1078

TEMPORARY TOWER CRANE EASEMENT AGREEMENT

This Tower Crane Easement Agreement ("Agreement") is made and entered into this _____ day of _____, 2020, by and between The City Of Deadwood ("Grantor") and Scull Construction Services, Inc. ("Grantee").

Grantor, in consideration of the sum of One Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, upon the lands of Grantor for the purpose of allowing a tower crane being used to construct certain improvements at a neighboring property to swing over Grantor's property from time to time. This easement is further limited as described below.

The real estate subject to the temporary construction easement is specifically described and/or depicted as follows:

Generally Described as the area along Lower Main Street; located between the Tin Lizzy and the Mineral Palace. The crane will be setup in the City property and shall be utilized to convey material from delivery trucks to the building.

Damage caused by the use of the equipment to the premises as described above shall be repaired at no cost to the City.

(hereafter "Premises").

1. Easement. Grantor hereby grants to Grantee a non-exclusive right and easement to operate (and utilize the boom of) and swing a tower crane over the Premises.

2. Compliance with Laws. Grantee shall assemble, operate, and utilize the tower crane in accordance with all laws, rules, and regulations and shall secure all necessary permits and Easements to operate the tower crane. Grantee shall at its sole cost and expense, (a) comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal

governments, courts, departments, and commissions; and (b) the requirements of all policies of public liability, fire, and other insurance at any time in force with respect to Grantee's project.

3. Easement Term. This Agreement shall terminate upon Grantee's removal and disassembly of the tower crane.

4. Upon request, Grantee shall furnish insurance certificates to Grantor with respect to the tower crane and its operation.

IN WITNESS WHEREOF the parties do hereby set forth their signature hereto in due execution of this agreement this _____ day of _____, 2020.

GRANTOR:
DWD, Inc.

Title of Officer

STATE OF SOUTH DAKOTA)

COUNTY OF LAWRENCE) ss.
)

On this _____ day of _____, 2020, before me, _____, the undersigned officer, personally appeared _____, the _____ of DWD, Inc., a South Dakota corporation, known to me (or satisfactorily proven) to be the person who subscribed to the within instrument and acknowledged that he/she executed the same on behalf of the corporation for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

Notary Public
My Commission Expires: _____