

DEADWOOD HISTORIC PRESERVATION COMMISSION

Wednesday, March 25, 2020 ~ 5:00 p.m.

City Hall, 108 Sherman Street, Deadwood, South Dakota

1. Call meeting to Order
2. Approval of HPC Meeting Minutes – March 11, 2020 Regular Meeting
3. Operating Voucher Approval
4. HP Programs and Revolving Loan Program
 - a. Grant Voucher Approval
 - b. Grant Requests
 - i. Steve Wells – 786 Main – Foundation Program – **Exhibit A**
 - ii. Scott Jacobs – 79 Sherman – Historic Ghost Mural Easement Program – **Exhibit B**
 - c. Grant Extension Requests – **Exhibit C**
 - i. Tyson Almonza – 62 Taylor Ave. -- Siding/Wood Windows and Doors Program
 - ii. Alvin & Sherrilyn Yost – 96 Charles – Wood Windows & Doors Program
 - d. Revolving Loan Program Voucher Approval
 - e. Revolving Loan Program – **Exhibit D**
 - i. Lanny & Linda Shepherd – 16 Park St. – Retaining Wall Loan Request
 - ii. Marsha Morse – 20 Washington – Loan Refinance Request
5. Old or General Business
 - a. Main Street Initiative Update
 - b. Professional Services Agreement – Albertson Engineering – **Exhibit E**
 - c. Deadwood Event Complex Wayfinding Agreement – BDT Architects & Design – **Exhibit F**
 - d. Oral History Program – **Exhibit G**
 - e. Charles Tillman – 560 Main – Opinion on Sign – **Exhibit H**
6. New Matters before the Deadwood Historic District Commission
7. New Matters before the Deadwood Historic Preservation Commission
 - a. PA 200031 – Jeff Snedeker – 2 Fremont – Demolish House – **Exhibit I**
 - b. PA 200033 – Alan Goodman – 48 Lincoln – Replace Siding – **Exhibit J**
 - c. PA 200034 – Steve Wells – 784 Main – Repair Foundation – **Exhibit K**
 - d. PA 200036 – Neighborhood Housing – 158 Williams – Replace Windows – **Exhibit L**
8. Items from Citizens not on agenda (*Items considered but no action will be taken at this time.*)
9. Staff Report (*Items considered but no action will be taken at this time.*)
10. Committee Reports (*Items will be considered but no action will be taken at this time.*)
11. Other Business

Adjournment -- **All Applications **MUST** arrive at the City of Deadwood Historic Preservation Office by 5:00 p.m. MST on the 1st or 3rd Wednesday of every month in order to be considered at the next Historic Preservation Commission Meeting.*

This will be a Public Meeting unless otherwise declared

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

DEADWOOD HISTORIC PRESERVATION COMMISSION

Wednesday, March 11, 2020 ~ 5:00 p.m.

City Hall, 108 Sherman Street, Deadwood, South Dakota

1. Call meeting to Order
2. Approval of HPC Meeting Minutes – February 26, 2020 Regular Meeting
3. Operating Voucher Approval
4. HP Programs and Revolving Loan Program
 - a. Grant Voucher Approval
 - b. Revolving Loan Program Voucher Approval
5. Old or General Business
 - a. Main Street Initiative Update
 - b. Conservation Easement 1, 3, 5 Burnham, Change to Façade of 3 Burnham – Blake Haverberg – **Exhibit A**
 - c. Presentation and Update on Research Data Base – Michael Runge
 - d. Presentation and Update on Urban Trail Project – Kevin Kuchenbecker
6. New Matters before the Deadwood Historic District Commission
7. New Matters before the Deadwood Historic Preservation Commission
 - a. PA H200029, Kevin Schilling, 30 Burnham, Construct Deck – **Exhibit B**
8. Items from Citizens not on agenda (*Items considered but no action will be taken at this time.*)
9. Staff Report (*Items considered but no action will be taken at this time.*)
10. Committee Reports (*Items will be considered but no action will be taken at this time.*)
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Adjournment -- **All Applications **MUST** arrive at the City of Deadwood Historic Preservation Office by 5:00 p.m. MST on the 1st or 3^d Wednesday of every month in order to be considered at the next Historic Preservation Commission Meeting.*

City of Deadwood
HISTORIC PRESERVATION COMMISSION
Wednesday, March 11, 2020

Present Historic Preservation Commission: Dale Berg, Lyman Toews, Beverly Posey, Robin Carmody, Tom Blair and Tony Williams

Absent: Willie Steinlicht, Charlie Struble

Present City Commission:

Present Staff: Kevin Kuchenbecker, Historic Preservation Officer, Mike Walker, NeighborWorks, and Cindy Schneringer, Administrative Assistant

All motions passed unanimously unless otherwise stated.

A quorum present, Chairman Berg called the Deadwood Historic Preservation Commission meeting to order Wednesday, March 11, 2020 at 5:00 p.m. in the Commission Room located in City Hall at 108 Sherman Street in Deadwood, SD.

Approval of HPC Minutes:

February 26, 2020 Regular Meeting

It was moved by Mr. Blair and seconded by Ms. Posey to approve the HPC minutes of Wednesday, February 26, 2020. Aye – All. Motion Carried.

Operating Voucher Approval:

It was moved by Mr. Toews and seconded by Mr. Williams to approve the HP Operating Account in the amount of \$101,877.64. Aye – All. Motion carried.

Revolving Loan Fund and Historic Preservation Programs:

HP Program Grant Funds Approval

It was moved by Mr. Toews and seconded by Mr. Blair to approve HP Grant Fund disbursements in the amount of \$10,031.62 based on information as presented. Aye - All. Motion carried.

Revolving Loan Voucher Approval

It was moved by Mr. Blair and seconded by Ms. Posey to approve the Revolving Loan disbursements in the amount of \$11,408.70 based on information as presented. Aye - All. Motion carried.

Old or General Business:

Main Street Initiative Update

Louie Lalonde reported the Run for the Roses is May 2, 2020. There will be horse races at Outlaw Square. All can participate as they are stick horses. They are going to provide family oriented activities during the day during the Kentucky Derby. They are hoping more people dress up for the event in hats, dresses, etc. Mr. Blair said the Commission should thank Ms. Lalonde for her love affair with Deadwood. Mr. Toews provided an update on the projects the Design Committee is working on.

Conservation Easement 1, 3, 5 Burnham, Change to Façade of 3 Burnham – Blake Haverberg – Exhibit A

Mr. Kuchenbecker reported the applicant would like the HP Commission to consider providing a façade easement for 1, 3, 5 Burnham. It is a commercial district and a commercial property. 3 Burnham collapsed during Storm Atlas and was torn down. The applicant would like to rebuild using the façade program. The commission has determined the request does not qualify for the easement program. ***It was moved by Ms. Posey and seconded by Mr. Blair to deny use of the façade easement request to rebuild 3 Burnham. Aye – All. Motion carried.***

Presentation and Updated on Research Data Base

Mr. Runge provided a PowerPoint presentation and informational update on the online research data base. The commission members were impressed and excited with the project.

Presentation and Update on Urban Trail Project

Mr. Kuchenbecker provided a presentation and update on the Urban Trail Project. The commission was committed to seeing the project through the implementation of the overall project.

New Matters before the Deadwood Historic District Commission

PA H200029, Kevin Schilling, 30 Burnham, Construct Deck – Exhibit B

Mr. Kuchenbecker stated the applicant has submitted an application for Project Approval for 30 Burnham a non-contributing resource in the Highland Park Planning Unit circa 1895. Due to inappropriate alterations and additions, it no longer contributes. The applicant is requesting to construct a deck on the front of the house over the garage, basically a carport. It will be a 20'x25' 10' high deck with stairs on the left and a 5'x5' landing at the top and will connect with the deck on the side of the house. It is staff's opinion the proposed work and changes does not damage or destroy a historic resource but does encroach upon the character of the building albeit a non-contributing

resource. Furthermore, it is staff's opinion the proposed carport/deck encroaches upon the historic districts. An enclosed deck would appear more appropriate. ***It was moved by Ms. Posey and seconded by Mr. Blair that based upon all the evidence presented, the commission finds this project does encroach upon the historic district with is a historic property included in the national register of historic places or the state register of historic places. Aye – All. Motion carried.***

It was moved by Ms. Posey and seconded by Mr. Toews that based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, et seq, the commission finds that the project is adverse to Deadwood and move to deny the project as presented. Aye – All. Motion carried.

Items from Citizens not on Agenda

Mr. Kuchenbecker and Ms. Lalonde provided an update on the St. Patrick's events for the upcoming weekend as a result of the CDC's requirements for COVID-19.

Staff Report (*items will be considered but no action will be taken at this time.*)

Mr. Kuchenbecker reported staff has been very busy. We are updating the Mt. Moriah brochure, the walking tour brochure and website. Hoping the City Commission approves the new website. Visited Tin Lizzies archaeological site today. The archaeologist is on site monitoring the excavation. They are working on utility work and grading. Once the site is graded, they will start drilling the piers. The excavator is back up on the hill at First Gold and the owners will have to address any issues they create.

Committee Reports

Other Business

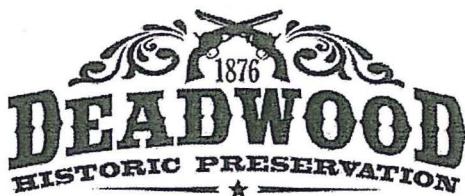
The Historic Preservation Commission Meeting adjourned at 6:00 p.m.

ATTEST:

Chairman, Historic Preservation Commission

Cindy Schneringer, Historic Preservation Office/Recording Secretary

EXHIBIT A



Foundation Program Application

Please read the attached Policy Guidelines and provide the requested information.

1. Address of Property:

786 Main Street

3. Owner of property – (if different from applicant):

Steve Wells

2. Applicant's name & mailing address:

Steve Wells

Telephone: () -

E-mail James.Tory.Otteson

Telephone: (702) 367 - 1884

E-mail saw777@vastbb.net

For Office Use Only:	
<input checked="" type="checkbox"/>	Owner Occupied
<input type="checkbox"/>	Non-owner Occupied
Verified through the Lawrence County Office of Equalization	
Date: <u>3/17/20</u>	Initials: <u>SA</u>

4. Complete a City of Deadwood Application for Project Approval OR Certificate of Appropriateness and attach it to this document.

5. Certification

I certify all information contained in this application and all information furnished in support of this application is given for the purpose of obtaining financial assistance in the form of a grant or a loan as true and complete to the best of my knowledge and belief. I acknowledge I have read the policy guidelines for the loan or grant included with and for this application and agree to all of the terms and conditions contained in the policy guidelines. I agree any contractors which I hire for this project will hold contractors licenses with the City of Deadwood and will require they also agree to and abide by the terms and conditions of the policy guidelines.

I acknowledge the Deadwood Historic Preservation Commission is merely granting or loaning funds in connection with the work or project and neither the Historic Preservation Commission nor the City of Deadwood is or will be responsible for satisfactory performance of the work or payment for the same beyond the grant or loan approval by the Historic Preservation Commission. I acknowledge I am solely responsible for selecting any contractors hired in connection with the project and in requiring satisfactory performance by such contractor. I agree to indemnify and hold harmless the Deadwood Historic Preservation Commission and the City of Deadwood against losses, costs, damages, expenses and liabilities of any nature directly or indirectly resulting from or arising out of or relating to the Deadwood Historic Preservation Commission's acceptance, consideration, approval, or disapproval of this application and the issuance or non-issuance of a grant or loan.

Applicant's signature: Steve Wells

Date submitted: 3/12/20

Owner's signature: Steve Wells

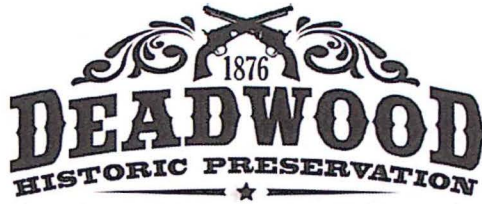
Date submitted: 3/12/20

Please return the completed application along with the Project Approval OR Certificate of Appropriateness to:

City of Deadwood
Planning, Zoning & Historic Preservation
108 Sherman Street
Deadwood, SD 57732
605-578-2082

Revised 9/28/17

EXHIBIT B



Historic Ghost Mural Easement Program Application

Please read the attached Policy Guidelines, Administrative Procedures and provide the requested information.

1. Address of Ghost Mural Location: 79 SHERMAN ST DEADWOOD
2. Applicant's name & mailing address: SCOTT JACOBS
670 MAIN ST.
DEADWOOD S.D. 57732
Telephone: (858) 342-5068
E-mail SCOTTJACOBSSTUDIO@GMAIL.COM
3. Owner of property - (if different from applicant): _____
Telephone: (____) ____-____
E-mail _____

4. Describe the proposed mural(s) and specific location(s) on building (additional information may be attached).
PHOTO ATTACHED - PAINT A GHOST MURAL
REMINISCENT OF THE ORIGINAL STYLE JUST
UPDATING CURRENT OWNERS NAMES

5. Required Supporting Documentation

- a. Complete an Application for Certificate of Appropriateness and submit with application including:
- Current and historic photos of the building and ghost mural(s)
 - Legal Description of the ghost mural(s) historic structure
- b. Acknowledgement of Ghost Mural Easement Program.

6. Certification

I certify all information contained in this application and all information furnished in support of this application is given for the purpose of obtaining a ghost mural easement as true and complete to the best of my knowledge and belief. I acknowledge I have read the policy guidelines for the program included with and for this application and agree to all of the terms and conditions contained in the policy guidelines. I agree to indemnify and hold harmless the Deadwood Historic Preservation Commission and the City of Deadwood against losses, costs, damages, expenses and liabilities of any nature directly or indirectly resulting from or arising out of or relating to the Deadwood Historic Preservation Commission's acceptance, consideration, approval, or disapproval of this application and the issuance or non-issuance of a ghost mural easement.

Applicant's signature: 

Date submitted: 7/16/2020

Owner's signature: 

Date submitted: ___/___/___

Please return the completed application along with the Certificate of Appropriateness to:

City of Deadwood
Planning, Zoning & Historic Preservation
108 Sherman Street
Deadwood, SD 57732
605-578-2082

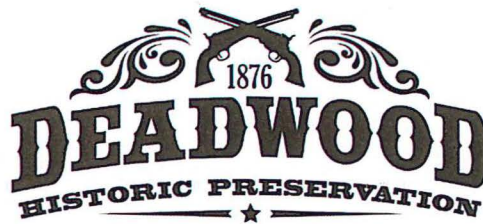


J. HATTENBACH THE GROCER
CIGARS - TEA - FRUIT -
TOBACCO - COFFE - SPICES

OWL
5-CIGAR



EXHIBIT D



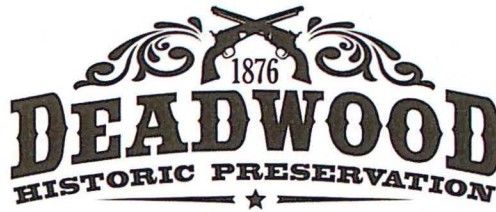
MEMORANDUM

Date: March 20, 2020
To: Deadwood Historic Preservation Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Bonny Anfinson, Program Coordinator
Re: Historic Preservation Program Grant Extensions

The following Historic Preservation Program applicants are requesting extensions of their Grants. Staff's recommendation follows for each of the extension requests.

- Tyson Almonza 62 Taylor AvenueSiding/Wood Windows & Doors Program
The grant expires on 03/10/20. The applicant has only completed the foundation and some of the siding work. Nothing has been done since January 2019. The applicant is a contractor and is doing the work himself. He states he will work on the house this year. Staff recommends extending the grant for an additional six months which will expire 09/10/2020.
- Alvin & Sherrilyn Yost 96 Charles StreetWood Windows & Doors Program
The grant expires on 03/01/20. The applicant currently has a contractor working on the project. Staff recommends extending the grant for an additional three months which will expire 06/01/2020.

EXHIBIT E



MEMORANDUM

Date: March 20, 2020
To: Deadwood Historic Preservation Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Albertson Engineering – Professional Services

Over the past several years the City of Deadwood, through the Historic Preservation Office, has used the professional services of Albertson Engineering of Rapid City for structural engineering of the public-private program of repairing and/or reconstructing the historic retaining walls within the City of Deadwood.

These services provide tremendous assistance and direction to the program. Last year this office requested the City Commission consider entering into a contract with Albertson Engineering for the necessary engineering services to protect the City of Deadwood, the Deadwood Historic Preservation Office and Albertson Engineering.

This office is once again recommending approval of a contract for 2020 with Albertson Engineering for professional services for the retaining wall program in an amount not to exceed \$70,000.00. This would also include other professional services necessary to reconstruct the walls such as geotechnical engineering or civil engineering. The engineering and associated design costs are part of the annual line-item budget for the retaining wall program.

Recommend Motion: *Move to recommend to the City Commission to allow the Mayor to sign contract for 2020 with Albertson Engineering for professional services for the retaining wall program and other structural engineering projects in an amount not to exceed \$70,000 as budgeted.*



Albertson Engineering Inc.

3202 W. Main Street, Suite C
Rapid City, SD 57702

**An Agreement Between Owner
and Structural Engineer of Record
for Professional Services**

March 11, 2020

Structural Engineer (SER):

Albertson Engineering, Inc.
3202 West Main, Suite C
Rapid City, SD 57702

Kevin Kuchenbecker
City of Deadwood
108 Sherman Street
Deadwood, SD 57735

Project Name: Retaining Wall Replacement/Repair Open End Contract
Project Location: Deadwood, South Dakota
SER Project #: 2020-006

PROJECT DESCRIPTION

Design of retaining wall replacements and/or repairs at several locations to be determined by Historic Preservation Officer and Building Official for the City of Deadwood.

SCOPE OF SERVICES

The Structural Engineering Services to be provided are described in the Summary of Services (Exhibit A) and Terms and Conditions (Exhibit B). Included Additional Services (Exhibit B, Paragraph 3.1.1 and 3.1.2) are specifically noted in Exhibit A. This agreement does not include services for Project Peer Review, Special Inspections, or Fast Track Design and Construction.

ENGINEERING CHARGES

Compensation for our services shall be:

Services are to be billed at the SER's current standard hourly rate not to exceed Seventy Thousand Dollars (\$70,000.00).

The SER's current standard hourly rate schedule is:

Senior Principal	\$185/hr
Principal	\$165/hr
Senior Engineer	\$165/hr
Project Engineer	\$135/hr
Professional Engineer	\$125/hr
EIT	\$105/hr
BIM Technician II	\$105/hr

BIM Technician I	\$85/hr
Engineering Intern	\$70/hr
Clerical	\$50/hr

The engineering charges stated above shall be subject to renegotiation if the project becomes a Fast Track Project.

REIMBURSABLE EXPENSES

Reimbursable expenses (e.g., mileage, postage, copying) as described in the Terms and Conditions shall be billed as a multiple of 1.0 times the cost incurred plus any applicable taxes. Subconsultant expenses shall be billed as a multiple of 1.15 times the cost incurred plus any applicable taxes.

ADDITIONAL PROVISIONS

This Agreement, and Exhibits A & B hereto, constitute the entire agreement between the parties. The SER will begin services upon receipt of a signed contract.

This agreement will expire if not signed within 1 month of the agreement date.

AUTHORIZED ACCEPTANCE

by Structural Engineer
of Record (SER)

by Owner



Signature

Signature

Mike Albertson, President

Print Name and Title

Print Name and Title

3/11/2000

Date

Date



Albertson Engineering Inc.

3202 W. Main Street, Suite C
Rapid City, SD 57702

An Agreement Between Owner and Structural Engineer of Record for Professional Services©

Prepared by the Council of American Structural Engineers (CASE Document 2-1996)



Albertson Engineering Inc.

EXHIBIT A — Summary of Services

This is an exhibit attached to and made a part of the letter of agreement dated March 11, 2020 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

The services of the Structural Engineer of Record for this proposal may include those summarized below. See Exhibit B - Terms and Conditions - for further details.

Basic Services	Included	Not Included	Remarks
PROJECT DEVELOPMENT PHASE	X		
1. Define Scope of Structural Services	X		
2. Assist in Development of Schedule	X		
3. Assist in Determining Channels of Communication	X		
4. Assist in Determining Number of Meetings and Number of Site Visits			
CONTRACT DOCUMENTS PHASE	X		
1. Prepare Structural Design of Primary Structural System	X		
2. Designate Elements to be designed by Specialty Engineers, and Specify Structural Criteria for Specialty Engineers Design of Pre-Engineered Structural Elements.	X		
3. Review Effect of Secondary or Non-Structural Elements Attached to Primary Structural System	X		
4. Attend Meetings	X		
5. Assist in Coordination with Building Code Officials	X		

Basic Services (continued)	Included	Not Included	Remarks
6. Complete Structural Calculations	X		
7. Complete Structural Drawings	X		
8. Prepare or Edit Specifications for the Primary Structural System (on drawings)	X		
9. Assist in Establishing Testing and Inspection Requirements	X		
10. Perform Checking and Coordination of the Structural Documents	X		
CONSTRUCTION ADMINISTRATION PHASE	X		
1. Bidding and Award	X		
a. Assist Evaluating Bidder's Qualifications	X		
b. Provide Structural Addenda and Clarifications	X		
c. Assist in Bid Evaluation	X		
2. Pre-Construction Services	X		
a. Attend Meetings	X		
b. Assist in Establishing Communications Procedures	X		
c. Assist in Establishing Procedures for Testing and Inspections	X		
d. Assist in Confirming Submittal Procedures	X		
e. Assist in Selection of Testing Agency	X		
f. Advise Client and Contractor Which Structural Elements Require Construction Observation by SER	X		
		Not	

Basic Services (continued)	Included	Included	Remarks
g. Respond to Building Department and Peer Reviewer Comments	X		
3. Submittal Review a. Review Specified Submittals for Items Designed by SER b. Review Submittals for Pre-Engineered Structural Elements	X		
4. Site Visits a. Make Site Visits at Intervals Appropriate to the Stage of Construction b. Prepare Site Visit Reports	X		
5. Materials Testing and Inspection a. Review Testing and Inspection Reports b. Initiate Appropriate Action to Those Reports, if required	X		

ADDITIONAL SERVICES

I. Prepare and/or process typical construction administration items such as pay requests, requests for information, change orders, substantial completion.

An Agreement Between Owner and Structural Engineer of Record for Professional Services©

Prepared by the Council of American Structural Engineers (CASE Document 2-1996)

EXHIBIT B - Terms and Conditions

This is an exhibit attached to and made a part of the agreement dated March 11, 2020 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

Section I - General

1.1 This Agreement

- 1.1.1 These Terms and Conditions, along with the Agreement, and Exhibit A - Summary of Services, form the Agreement as if they were part of one and the same document. Unless otherwise specified, this Agreement shall be governed by the laws of the principal place of business of the Structural Engineer of Record (SER).
- 1.1.2 The Agreement and Exhibit A may limit or negate the applicability of these Terms and Conditions. Such limitation shall take precedence over provisions of this Exhibit.

1.2 General Obligations of the SER and the Owner

- 1.2.1 Albertson Engineering Inc., hereinafter referred to as the Structural Engineer of Record (SER), shall perform those professional structural engineering services as specified in Exhibit A and detailed in these Terms and Conditions. In rendering these services, the SER shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered.
- 1.2.2 The Owner shall verify that the contemplated project will be financed adequately, including provisions for contingencies, to accomplish the stated and desired goals and commitments.
- 1.2.3 The Owner shall provide all criteria and full information with regard to his or her requirements for the Project and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the contract documents phase.
- 1.2.4 The SER shall recommend that the Owner obtain those geotechnical investigations, property surveys, reports and other data necessary for performance of the SER's services. Those services may be provided under this contract if requested by owner.

- 1.2.5 The SER shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project.
- 1.2.6 The Owner shall provide to the SER reports of geotechnical investigations, property surveys, and other reports and data requested, if available, as well as any previous reports or other data relative to the Project.

1.3 Definitions

- 1.3.1 Primary Structural System is the completed combination of elements, which serve to support the self weight, the applicable live load (which is based upon the occupancy and use of the spaces), the environmental loads such as wind and thermal, plus the seismic loading.
- 1.3.2 Pre-Engineered Structural Elements are structural elements, which are specified by the SER but may be designed by a Specialty Engineer. These elements are normally fabricated off-site, may require specialized equipment not usually available at the job site or could require a proprietary process. The SER shall specify the design criteria including the incorporation of the Pre-Engineered Structural Elements into the structure.

Examples of Pre-Engineered Structural Elements may include but are not limited to:

- a. Open web steel joists and joist girders.
- b. Wood trusses.
- c. Combination wood and metal, and plywood joists.
- d. Precast concrete elements.
- e. Prefabricated wood or metal buildings.
- f. Tilt-up concrete panel reinforcement and hardware required for lifting to position.

- 1.3.3 Specialty Engineer is an engineer who is legally responsible for sealing plans and designs for Pre-Engineered Structural Elements, which become part of the building. The Specialty Engineer is usually retained by a supplier or subcontractor who is responsible for the design, fabrication and (sometimes) installation of engineered elements.
- 1.3.4 Secondary Structural Elements are elements that are structurally significant for the function they serve but do not contribute to the strength or stability of the primary structure designed.
- 1.3.5 Reimbursable Expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals and lodging for travel, long distance telephone calls and facsimile transmissions, overnight deliveries, courier services, professional services sales taxes, and the cost of reproductions beyond those normally required for coordination and information purposes.
- 1.3.6 Fast Track Projects are projects in which any portion of the contract drawings are released for

pricing/ bid/fabrication, or are submitted for building permit prior to such issuance of full design team documents.

Section 2 - Basic Services

2.1 General

2.1.1 The Basic Services of the SER shall include the analysis of, design of, preparation of drawings and specifications for; review of structural submittals related to; and construction observation of the Primary Structural System, as designated in Exhibit A.

2.1.2 Provide Structural criteria for Pre-Engineered Structural Elements, if required by Exhibit A. This includes the type of element, position within the structure, connection to the Primary Structural System, the loading and deflection criteria, and the required shop drawing and calculation submittal requirements

2.1.3 Review the effect of Secondary elements on the Primary Structural System and design the Primary Structural System to accept and support such items. The contract documents shall provide information regarding the supporting capability and physical attachment limitations of the Primary Structural System.

2.1.4 Submittal Review:

Review specified Submittals pertaining to items designed by the SER. Determine whether Submittals have received prior approvals as required by the Contract Documents. Review of Submittals shall be for general conformance with the information given and design concept expressed in the Structural Contract Documents.

Review submittals pertaining to Pre-Engineered Structural Elements specified by the SER and designed by Specialty Engineers. Determine whether Submittals have received prior approvals as required by the Contract Documents. Determine whether Submittals bear the signature and professional seal of the Specialty Engineer responsible for the design as required by the Contract Documents. Review of Pre-Engineered Structural Elements shall be for type, position, and connection to other elements within the Primary Structural System, and for criteria and loads used for their design. Review shall include determination that structural elements necessary for a stable structure will be provided.

2.1.5 Construction Observation:

Make site visits at intervals appropriate to the stage of construction and as defined by the Contract to observe and become generally familiar with the quality and the progress of the construction work relative to the Primary Structural System.

Prepare construction observation reports.

Section 3 - Additional Services

3.1 General

3.1.1 Services beyond those outlined under Basic Services may be requested. These services may be provided by the SER under terms mutually agreed upon by the Client and the SER.

3.1.2 Special Services are services that may or may not be foreseen at the beginning of design stages, and are not normally included as Basic Services. Examples include, but are not limited to:

- 1) Tenant-related design services.
- 2) Services related to special dynamic analyses such as spectrum or time-history response to seismic forces, or floor-response analysis for footfall or vibratory equipment.
- 3) Services related to special wind analyses, such as wind-tunnel tests, etc.
- 4) Services related to "seismic risk" analysis.
- 5) Studies of various schemes to accommodate special energy requirements.
- 6) Services connected with the preparation of documents for alternate bids or for segregated contracts for phased or fast track construction.
- 7) Continuous and/or detailed inspections of construction.
- 8) Design or field observations of shoring and bracing for excavations and buildings, or underpinning of adjacent structures.
- 9) Design or review related to contractor's construction related equipment, e.g., cranes, hoists, etc.
- 10) Design of swimming pools.
- 11) Design for future expansion.
- 12) Filing application for and obtaining a building permit.
- 13) Preparation of "as-built" or record set of drawings.
- 14) Preparation of shop or fabrication drawings, for example, tilt-up wall panel drawings, reinforcing and structural steel detailing, etc.
- 15) Review and determination of structural fire resistance requirements.
- 16) Providing construction observations in excess of those required determining if construction is in general conformance with the structural portions of the construction documents.

- 3.1.3 Extra Services - These are services that arise as a result of unforeseen circumstances during the design or construction process.

Examples include, but are not limited to:

- 1) Services resulting from changes in scope or magnitude of the project as described and agreed to under the Basic Services Agreement.
- 2) Services resulting from changes necessary because of a construction cost over-run, which is outside the control of the SER.
- 3) Services resulting from revisions, which are inconsistent with approvals or instructions previously given by the Client.
- 4) Services resulting from revisions due to the enactment or revision of codes, laws, or regulations subsequent to the start of preparation of construction documents.
- 5) Services resulting from Change Orders.
- 6) Services resulting from corrections or revisions required because of errors or omissions in construction by the building contractor or in design by consultants other than the SER.
- 7) Services resulting from construction procedures over which the SER has no control.
- 8) Services due to extended design or construction time schedules.
- 9) Services, including assisting in preparation for litigation or arbitration as witnesses or consultants, in connection with any public hearing, arbitration, or legal proceedings with respect to the project.
- 10) Services resulting from damage, as the result of fires, man made disasters, or acts of God.
- 11) Review and design of alternate or substitute systems.
- 12) Review of additional shop drawing submittals when occasioned by improper or incomplete submittals.
- 13) Attendance at construction progress meetings.
- 14) Overtime work required by the Contractor.
- 15) Services rendered for special foundations when the discovery of poor soil conditions is made after execution of this Agreement. Examples include, but are not limited to: deep foundations, mat footings, structural grade slabs, and grade beams.

Section 4 - Fees and Payments

4.1 Fees and Other Compensation

- 4.1.1 Fees for Basic Services, Additional Services and Compensation for Reimbursable Expenses are set forth in the Letter Agreement.

4.2 Payments on Account

- 4.2.1 Invoices for the SER's services shall be submitted, at the SER's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered PAST DUE if not paid within 30 days after the invoice date.
- 4.2.2 Retainers, if applicable to this Project, shall be credited to the final invoice(s).
- 4.2.3 Any inquiry or questions concerning the substance or content of an invoice shall be made to the SER in writing within 10 days of receipt of the invoice. A failure to notify the SER within this period shall constitute acknowledgement that the service has been provided.

4.3 Late Payments

- 4.3.1 A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowable by law on the then outstanding balance of PAST DUE accounts. In the event any portion of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney's fees.
- 4.3.2 In the event that any portion of an account remains unpaid 30 days after billing, the SER may, without waiving any claim or right against the Owner, and without liability whatsoever to the Owner, suspend or terminate the performance of all services.

Section 5 - Insurance, Indemnifications & Risk Allocation

5.1 Insurance

- 5.1.1 The SER shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance and automobile liability insurance to protect the SER from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the SER's services under this Agreement, and from claims under the Workers' Compensation Acts. The SER shall, if requested in writing, issue certificate confirming such insurance to the Owner.
- 5.1.2 Albertson Engineering Inc. shall maintain professional liability insurance coverages with limits no less than \$1,000,000 per claim, \$1,000,000 aggregate. The policy's retroactive date must be not later than the date that Professional Services commenced under the terms of this contract and Albertson Engineering Inc. must continue cover coverage for a period of not less than two years

after all Professional Services under the terms of this contract are completed.

correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.

5.2 Indemnifications

- 5.2.1 The Owner shall indemnify and hold harmless the SER and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense are caused in whole or in part by the negligent act or omission and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except the SER) or anyone for whose acts any of them may be liable.
- 5.2.2 The SER shall indemnify and hold harmless the Owner and its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omission by the SER in performance of its services under this Agreement..

Section 6 - Miscellaneous Provisions

6.1 Reuse of Documents

- 6.1.1 All documents including calculations, computer files, drawings, and specifications prepared by the SER pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this project. They are and shall remain the property of the SER. Any reuse without written approval or adaptation by the SER is prohibited.

6.2 Opinion of Probable Construction Costs

- 6.2.1 The SER's opinion of probable construction costs, if rendered as a service under this Agreement, is based on assumed labor costs and approximates quantities of material and equipment, and therefore is of a conditional character. The SER cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

6.3 Hidden Conditions

- 6.3.1 A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the SER shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or

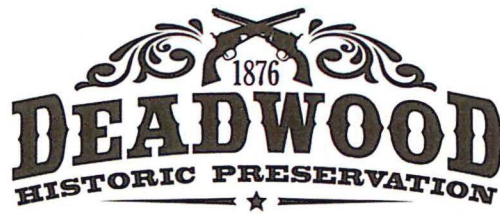
6.4 Termination, Successors and Assigns

- 6.4.1 This agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
- 6.4.2 The Owner and the SER each binds himself or herself, partners, successors, executors, administrators, assigns and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.
- 6.4.3 Neither the Owner nor the SER shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the SER from employing such independent consultants, associates and subcontractors, as he or she may deem appropriate to assist in the performance of services hereunder.

6.5 Disputes Resolution

- 6.5.1 All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).

EXHIBIT F



MEMORANDUM

Date: March 20, 2020
To: Deadwood Historic Preservation Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Deadwood Event Complex Wayfinding Agreement

With the 100th anniversary of the Days of 76 Rodeo and Celebration advancing in the next couple years along with increase of events now being held at the Deadwood Event Complex, the current signage at the facility is not adequate to handle the bigger number of participants at these large events such as the PBR Rodeo, Days of 76 Rodeo and Pro SnoCross events.

Over the years different stages of signage have been installed depending on which project was being done at the time. There needs to be adequate entry identification, seating identification, directional signage, ADA restroom and many other regulatory signs. City staff is requesting permission to hire BDT Architects & Designers who was the principal designer of the citywide wayfinding and Deadwood Trail System to research and analyze the current signage of the Deadwood Event Complex at a cost not to exceed \$3,800.00 to be paid out of the Public Education line item.

Recommend Motion: *Move to recommend to the City Commission to hire BDT Architects and Designer to conduct research and analysis of the Deadwood Event Complex in an amount not to exceed \$3,800.00 to be paid out of the Public Education line item.*

PROPOSAL/AGREEMENT

BETWEEN CLIENT AND CONSULTANT
FOR LIMITED PROFESSIONAL SERVICES

January 17, 2020
VERSION 01

CLIENT

Bob Nelson – Director of Public Works
108 Sherman Street
Deadwood, South Dakota 57732
Office: (605) 578-2082
bobjr@cityofdeadwood.com

CONSULTANT

BDTAID, Inc. (BDT)
417 Kansas City Street
Rapid City, SD 57701
Cell: 605.430.5170
Ray Berberich - Associate Principal
rberberich@bdtaid.com

PROJECT

City of Deadwood Event Complex – Wayfinding, Identification Signage and Sponsorship Sign Standards

Dear Bob,

BDT Architects & Designers (Designer) would like to thank you for this opportunity to provide the City of Deadwood (Client) with this proposal for professional design and consulting services for the planning of the Sponsorship Sign Standards. The following proposal has been divided into four sections. The first section is a Project Summary that outlines our understanding of the project to date. Section two defines the Scope of Work. The third section describes the Scope of Basic Services. The fourth and final section defines Compensation followed by Terms and Conditions for the project.

PROJECT SUMMARY

Below is a brief description of our understanding of the project to date, based on our 01/13/2020 meeting and knowledge gained from previous city projects.

The City of Deadwood is requesting a plan designed to standardize all signage, permanent and temporary, in and around the Event Complex. The scope of work is to include the standardization of Sponsorship & Advertising Signage, Site Signage (i.e.: wayfinding, identification, regulatory, temporary signage) and site modifications to establish improved traffic flow for pedestrians and vehicles that would affect wayfinding.

SITE SIGNAGE AND MODIFICATIONS

The current signage located throughout the Event Complex seems to have been applied as a piece-meal approach during various stages of renovation and expansion of services over the years in the grandstands and surrounding areas. This approach has created visual clutter that needs to be clean-up and new standards to be enforced. Some of the signage and areas to be affected are:

- Deadwood branded site signage
- Entry Identification
- Seat Section Identification
- Concession signage (menu, specials, etc.)
- Directional Signage
- ADA Restroom Signage
- Regulatory Signage (No Parking, ADA Parking, Don't tie livestock to fence, etc.)
- Interpretive display panels
- Site improvements to reduce or eliminate cross-traffic situations and improve signage opportunities
- Concession queuing issues

SPONSORSHIP AND ADVERTISING SIGNAGE

The current approach to sponsorship signage is "off the cuff" or impromptu. This approach causes issues with planning, coordination, installation and removal. The visual results of this approach are often times appear haphazard and disorganized. Some of the are areas and signs that should be considered for standardization are:

- Event branded signage
- Light towers
- Video boards (Permanent and Temporary)
- Banners on the arena rails
- Signage on all building and structures
- Any trash receptacles
- Pop-up vendor tents and advertising
- Banners on back stops
- Advertising posters
- Ad panels around the "crow's nest" and chutes
- Transient vendor tents and ad displays

SCOPE OF WORK

The following is a three (3) phase proposal that will include research / analysis, design, and design documentation. The scope of work has been developed based on the project overview information above and our past experience on similar projects.

PHASE I - RESEARCH AND ANALYSIS (\$3,800.00)

During the Research and Analysis Phase we shall:

- Hold a Project Kick-off meeting with key personnel
- Conduct a visual audit of the existing conditions
- Interview appropriate staff to outline the needs, goals, operational and maintenance issues for the facility
- Review existing circulation patterns that exist for both vehicular and pedestrian traffic
- Begin to develop the project terminology & nomenclature
- Begin to establish signage locations and site plans
- Begin to develop recommendations for site and architectural modifications that would affect signage and traffic patterns
- Photograph and document each of the sign locations as needed

All information from Phase I shall be assembled in an electronic PDF format for review and comment by key personnel. Adjustments shall be made based on comments and observations from the Client and any noted errors shall be corrected. Upon approval Phase I shall be complete.

PHASE II - DESIGN DEVELOPMENT (\$6,460.00)

During the Design Development Phase we shall:

- Begin to identify the visual vocabulary and define the sign types needed for both the wayfinding signage and the sponsorship sign standards
- Develop up to two (2) design directions for key sign types that have been identified to help establish the preferred design direction that is to address the functional requirements for the project
- Define site plan(s) to communicate any proposed site or architectural modifications that would affect signage and traffic patterns
- Begin identify project materials
- Begin identify project colors
- Develop design concepts using varying media, photo images, and/or hand drawings
- Continue to develop and finalize project terminology / nomenclature
- Continue to develop and finalize sign location plans
- Continue to develop and finalize message schedule

All information from Phase II shall be assembled and presented in an electronic PDF format for review and comment by key personnel. Upon approval of one design direction Phase II shall be complete. In the event that the initial design directions are not accepted, Designer shall provide up to one (1) additional revision to one (1) design direction as a part of this proposal. If additional revisions and/or design directions are required this work shall be considered as additional services. Upon approval, Phase II shall be complete.

PHASE III – DESIGN INTENT (\$5,700.00)

During the Intent Design Phase we shall:

- Prepare documentation that contains complete and final drawings for each of the defined sign types for the wayfinding and identification signage
- Prepare booklet documentation that contains complete and final drawings for each of the defined sign types for the sponsorship sign standards to be used for all future events
- Develop drawings that shall be to-scale, color and illustrating two (2) or more views of each sign type with specific dimensions, color and materials
- Finalize the sign location plans
- Finalize and document the site and architectural modifications that would affect signage and traffic patterns
- Finalize the message schedule

The Phase III documents are to express visual design intent and are not intended for actual fabrication purposes. All drawings and information shall be completed in such a manner as to allow a qualified and competent signage fabricator to accurately bid and produce engineered shop drawings for fabrication. All information shall be assembled and presented in a PDF format for review and comment with key personnel. Final adjustments to the design package for the approved design shall be made based on the review of the Client. Any noted errors shall be corrected prior to distribution and bidding. If additional revisions and/or design directions are required this work shall be considered as additional services. Upon review and approval Phase III shall be complete.

SCOPE OF BASIC SERVICES

Using an 11" x 17" drawing format, the development of the design package(s) shall consist of black/white sketches, color sketches, computer generated color drawings, and /or referential imagery that shall illustrate the proposed design direction and ideas. Documents and other pertinent information shall be presented as an electronic PDF document for review by Client. The costs associated with any printing shall be invoiced as a reimbursable expense.

COMPENSATION / TERMS AND CONDITIONS

Scope of Work as defined above.....\$15,960.00

TOTAL DESIGN FEES.....\$15,960.00

BILLING STRUCTURE

Design services listed in this proposal shall begin promptly upon the return of one signed copy signifying your acceptance and serve as our agreement. Designer shall invoice monthly for a percentage of completion of listed stages plus reimbursable expenses. All invoices shall be payable upon receipt.

Additional Services are services not described in the Scope of Work above and shall only be provided if requested or confirmed in writing by the Client. At owner's request we can provide additional drawings, material and equipment detail, design and construction administration. When Additional Services are performed, they will be invoiced monthly based on an hourly rate or an agreed upon fixed fee with any additional reimbursable expenses.

**Hourly rates listed above are subject to change every fiscal year. New rates go into effect on January 15 and BDT will notify you of the rate change around that time via an official notice sent with your invoice/statement.*

DURATION OF SERVICE AND CANCELLATION

The duration of Designer's involvement shall be limited to three (3) months or an agreed upon timeline that shall be determined by the project schedule and the Client's requirements. Client may terminate this Agreement upon written notice. Upon receipt of such written notice of termination, Designer shall terminate its Services and Client shall pay Designer for any unpaid services and costs, including fees and costs for completed work for which Designer has not yet invoiced the Client.

TRADEMARKS AND COPYRIGHTS

Provided Client is not in default of its payment obligations of this Agreement, Client shall receive a perpetual, exclusive, and royalty-free ownership of any trademark and copyright resulting from Designer's performance of services for the Client.

REIMBURSABLE EXPENSES

The professional service fees listed above do not include Reimbursable Expenses, which are incurred during the course of the project on behalf of the Client. Reimbursable expenses shall consist of expenditures made in the interest of the project to include but not limited to, use of mileage, postage and overnight delivery charges. All reimbursable expenses incurred shall be billed at the completion of each project phase and payable upon receipt. Reimbursable expenses are estimated to be \$450.00 with cost not to exceed \$750.00.

- o 8.5x11 Prints (Each) - \$1.25 / SHEET
- o 11x17 Prints (Each) - \$ 2.50 / SHEET
- o Mileage - \$ 0.58 / MILE

WORKING ARRANGEMENTS

Designer shall perform the Services at the Designer's place of business. When it becomes necessary or appropriate for the Designer to perform services at Client's place of business, Client shall provide workspace, security arrangements and materials necessary in conjunction with the performance of the Services outlined above. Client shall have direct supervision over the assignment activities of the Designer, unless otherwise specified. Client shall designate specific persons to coordinate administrative and technical matters prior to the assignment.

ADA COMPLIANCE

Client acknowledges that the Designer will use reasonable effort and judgment to interpret applicable Americans with Disabilities Act (“ADA”) requirements / guidelines and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to this project. The Designer, to the best of his ability, shall interpret and comply with ADA guidelines and/or requirements of federal, state and local laws, rules, codes, ordinances or regulations as they apply to this project.

DESIGNS

Concepts, layouts, and color applications that are created for the outlined scope of work but not approved by the Client shall remain the exclusive property of the Designer, who will be free to use such designs in any way desired. No use of same shall be made except upon agreed to compensation.

CONFIDENTIAL INFORMATION

Consultant will treat all information and work product relating to assignments as secret and confidential when so identified by Client.

Thank you for this opportunity.

Respectfully submitted,

Ray Berberich

EXECUTION OF AGREEMENT

This Agreement entered into as of the date indicated above, and incorporates the attached Terms and Conditions.

CLIENT

(SIGNATURE)

DESIGNER



(SIGNATURE)

OFFICE USE:

- | | |
|-----------------|---|
| SERVICES | Design Without Construction Observation |
| DISCIPLINES | Communications |
| PROJECT TYPE | Wayfinding Signage and Sponsorship Sign Standards |
| DELIVERY METHOD | Choose an Item |
| MARKET | Community |
| CUSTOMER TYPE | Public Sector |

TERMS AND CONDITIONS

BDTAID, Inc., hereinafter called "BDT", shall perform services defined in this Agreement for the Client, The City of Deadwood, under the following Terms and Conditions:

Time

BDT shall perform services under this Agreement as promptly as is consistent with sound professional practices. BDT shall, upon request of Client, submit a schedule for completion of services which may be adjusted as the project proceeds, and shall include allowances for review by Client and approval by governing authorities.

Client's Consultants

Services provided for site survey, subsurface investigation, or pre-engineered building design, if a part of the project, shall be by licensed professional consultants and bear their seals. BDT shall have no responsibility for the components of the project designed by the Client's consultants. Review by BDT of the consultants' work is solely for consistency with BDT's design concept. BDT shall be entitled to rely on the technical sufficiency and timely delivery of documents and services of Client's consultants, as well as the consultant's computations, and shall not be required to review consultant's work for compliance with applicable codes, laws or other regulations. The Client shall indemnify and hold harmless BDT from and against claims, damages, losses and expenses, including attorneys' fees, arising out of services of other consultants of the Client.

Environmental Issues

It is understood and agreed that the Agreement does not contemplate the handling of or design including asbestos or any hazardous waste material. The Client agrees to notify BDT of hazardous materials known or suspected to exist at the project site. The Client agrees to indemnify and hold harmless BDT for all claims arising from encountering of unanticipated asbestos or other hazardous waste material as defined by the E.P.A.

Construction Means, Methods and Safety

It is understood that BDT has no control or authority over the means, methods, and sequences of construction; and therefore has no ongoing responsibility whatsoever for construction safety beyond its own personnel.

Payment

Invoices for services and reimbursable expenses will be submitted monthly or at the completion of each phase of work and are due upon receipt.

Invoices will be considered past due when unpaid after 30 days and subject to a service charge of 1.5 percent per month on the outstanding balance. In the event any portion of account remains unpaid 90 days after billing, Client shall pay cost of collection. BDT

reserves the right to terminate performance of its services, without waiving any rights and without liability, for failure of Client to make payments in accordance with the provisions of this Agreement.

Termination

This Agreement may be terminated upon ten days written notice by either party should the other fail to perform in accordance with the terms of the Agreement or if the project is delayed, suspended or abandoned. In this event, the Client shall pay BDT, within 30 days of the date of termination, for all services performed and reimbursable expenses to date of termination.

Dispute Resolution

All claims, disputes, or other matters in question between the Client and BDT arising out of this Agreement shall be submitted to mediation unless the parties mutually agree otherwise.

In the event the Client or BDT makes a claim or brings an action against the other for any act arising out of the performance of the services in this Agreement, and the Claimant fails to prove such claim or action, then the Claimant shall pay all legal and other costs, including attorneys' fees, incurred by the Defendant of such claim or action.

Standard of Care

Services performed by BDT under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in this locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any other instruments of service.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and BDT, the risks have been allocated such that the Client agrees that BDT's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total fee for services on this project or \$20,000.00, whichever is greater. Such causes include, but are not limited to, BDT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Ownership of Documents

Client acknowledges BDT's documents, including electronic media, as instruments of BDT's service, not products. BDT shall retain records of services for a period of ten years, during which period they will be available to the Client at all reasonable times.

These documents are and shall remain the property of BDT, and are for use solely with respect to this Project. Documents may not be used for any other endeavor without the written consent of BDT. Any unauthorized modification or reuse of documents is at Client's sole risk, and Client agrees to indemnify and hold BDT harmless from all claims arising out of the unauthorized modification or use of BDT's instruments of service.

Electronic Data Limitations

Electronic data produced as part of this Agreement are compatible only with the software and hardware used in their production at BDT. BDT makes no representation as to the compatibility of electronic data with software or hardware of others.

BDT reserves the right to remove all indication of its ownership, including professional seals, from each electronic medium not held in its possession.

Agreement

This Agreement represents the entire understanding between the parties concerning the project to which it refers and supersedes all prior negotiations concerning it.

This Agreement shall be governed by the applicable laws of the State of Ohio.

If any provision of this Agreement is found to be invalid, the remainder of this Agreement shall not be affected.

This Agreement may be amended only in writing, agreed to by both parties.

This Agreement shall be binding on the parties, their successors, assigns and representatives. Neither party shall assign, sublet or transfer their interest in this Agreement without the prior written consent of the other.

Acceptance

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. In the event Client's acknowledgment, invoice or other forms state terms additional to or different from those set forth herein, this shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms and conditions set forth herein shall be binding upon Design Professional unless made in writing and signed by Design Professional's authorized representative. Agreement of Terms and Conditions, initialed by:

CLIENT



BDTAID, Inc.

EXHIBIT G



OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084

"The Historic City of the Black Hills"
Deadwood, South Dakota 57732

Mike Runge
Archivist
Telephone (605) 578-2082

MEMORANDUM

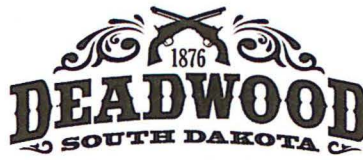
Date: March 20, 2020
To: Deadwood Historic Preservation Commission
From: Mike Runge, City Archivist
Re: **FYI 2020 City of Deadwood Oral History Project**

The City Archives is requesting permission to hire Jaci Conrad Pearson to collect and transcribe (10) oral histories as part of the 2020 budgeted oral history project. The Deadwood Oral History Project is in its sixteenth year and has recorded and collected 164 individual recollections. Topics include longtime residents, the advent of legalized gaming, former City and Historic Preservation commissioners, former Homestake Slime Plant employees and the development of the Michelson Trail.

RECOMMENDATION:

Allow the City Archives to enter a contract with Jaci Conrad Pearson, independent contractor, to collect and transcribe (10) oral histories as part of the 2020 oral history project. The cost for this project will not to exceed the amount of \$6,750.00. This is a 2020 City Archives budgeted project.

EXHIBIT H



SIGN PERMIT STAFF REPORT

Sign Review Commission
March 18, 2018

Applicant: Charles Tillman

Address: 155 Sherman Street, Deadwood, SD 57732

Site Address of Proposed Signage: 558 Main Street (Deadwood Gulch Saloon parking lot)

Computation of Sign Area

Street Frontage: 102 Feet

Total Available Signage: 204 Square Feet

Existing Signage: One Freestanding (25 Square Feet)

Remaining Available Signage Area: 179 Square Feet

Proposed Sign Project: Modify existing freestanding sign to new business name and add dragon silhouettes. New proposed size of the sign is 42.5 Square Feet.

Proposed Building Materials: Wood and Metal. (see attached rendering).

Proposed Lighting of the Signs: None.

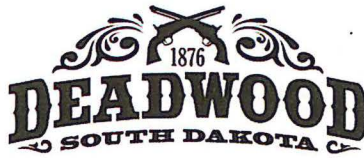
Location of Proposed Sign: Sign would remain in its current location.

Discussion

The sign permit application in review is proposed at a location inside the locally-designated historic district which is regulated by chapter 15.32.300 of the sign ordinance. The current signage at the subject property is compliant with the sign ordinance. The sign proposed in the current application is regulated by 15.32.090 of the Sign Ordinance, reference below.

- A. *Before any sign can be erected or altered in any way, a valid permit must be issued. Any further alteration of the sign shall require an amendment of the existing permit or the issuance of a new permit. Such changes, as well as original permits, shall be issued pursuant to review by the sign review commission. It is unlawful to display, construct, erect, locate or alter any sign without first obtaining a sign permit for such sign.*

The building at 560 Main Street has been leased and the operator of the new business wishes to change the existing signage to reflect the new business name. This sign will also incorporate flames coming from the dragons' mouth. Before that feature is added a permit from the Building Inspector will be required. The existing sign was granted variances for exceeding 10 square feet in size and for the bottom of the sign being lower than 12 feet above grade when first granted a permit in November of 2019. The proposed changes to this sign would require a new variance for square footage as it will increase in size. The bottom of the proposed sign will be higher by approximately 1 foot, but still lower than 12 feet above grade. Since the sign was installed there



have been no incidents because of its lower height. Please see the attached e-mail for the variance request.

Variances

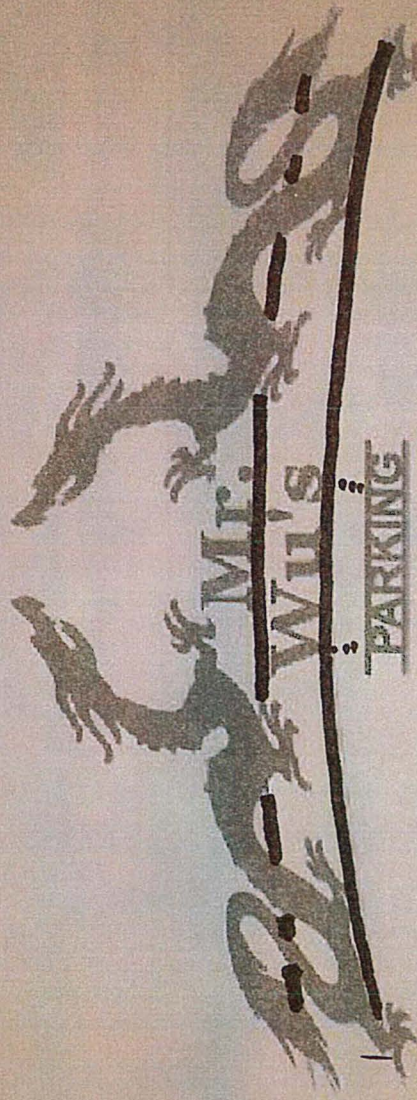
The sign permit application in review as proposed requires variances from the sign ordinance. Signage variances may be obtained if the sign review commission is able to find *"special circumstances or conditions such as the existence of buildings, topography, vegetation, sign structures, distance or other matters on adjacent lots or within the adjacent public right-of-way that would substantially restrict the effectiveness of the sign in question and such special circumstances or conditions are peculiar to the business or enterprise to which the applicant desires to draw attention and do not apply generally to all businesses or enterprises in the area."* However, it is the responsibility of the applicant to provide adequate evidence of such special circumstances or conditions.

Sign Review Commission Action

Motion to approve permit for proposed changes to the freestanding sign at 558 Main Street

OR

Motion to deny proposed sign permit application as submitted.



Trent Mohr

From: K K <kirkkokinos@gmail.com>
Sent: Wednesday, March 4, 2020 4:19 PM
To: Trent Mohr
Subject: Request for variance

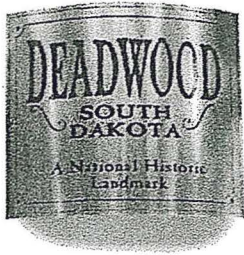
Deadwood Sign Commission,

Acesful (DBA Mr. Wu's) would like to request a variance for 42.5 sf of signage. The "Mr. Wu's" Sign incorporates two Chinese dragons bring back a historic part of the property. We are working a gas timer system for 3' to 4' flames for the mouths of the Dragons and will apply for building permit.

Using a maximum of 6 tangent lines the total area equals 42.5 sf.

Thank for you consideration.

If questions please contact Kirk Kokinos 641-0123 or kirkkokinos@gmail.com



Received: 3-4-2020

SIGN PERMIT APPLICATION

Property Owner: Acesfollowing DBA MR. WU'S
Mailing Address: 155 SHERMAN ST Deadwood SD 57732
Street City State Zip
Telephone: (605) 578-2000

Proposed Sign Location

Business Name & Address: MR. WU'S 560 MAIN STREET
Proposed Sign Location on Building: _____
Sign Contractor: KOKINOS CONSTRUCTION Telephone: (605) 641-0123
Business Name

Sign Ordinance Requirements

Please refer to Title 15 of the City of Deadwood Code of Ordinances. The following must be submitted prior to any action being taken on your request.

- 15.32.170 Application fee of **\$200.00 PER SIGN** payable to the City of Deadwood.
- 15.32.190 A Drawings of the sign at a scale of not less than one inch equals one foot scale when the longest dimension of the sign is ten (10) feet or less.
- 15.32.190 B Drawings of the sign at a scale of one-half inch equals one foot when the longest dimension is greater than ten (10) feet.
- 15.32.190 C The drawings shall show all dimensions, materials, and connections. In addition, the drawings shall illustrate the following: details of the construction of the sign; its placement on the building; elevational representations; location on the building; clearances to the building, electrical lines, required exit doors, vents and heights above grade; illuminating type; and signage copy including letter style wording, and any logos or representations (include artist rendering and/or photograph).
- 15.32.190 D The finished colors of the materials shall either be keyed to the elevations of the sign including samples of paint colors, or provided in a separate means of identification that indicates which elements of the sign are to be painted which color, and indicating and including samples of paint colors.
- 15.32.190 E Particular attention should be paid to the anchor and support systems for all signage, with details provided, and a description of the type of material to which it is being attached with particular attention to pull-out strength. (Care should be given to not damage historic building materials by attachment of signs.)
- 15.32.190 F Historic photographs for Landmark signs (where applicable).

Trent Mohr

From: K K <kirkkokinos@gmail.com>
Sent: Thursday, March 5, 2020 8:00 AM
To: Trent Mohr
Subject: Revised

Good morning Trent I realize that I had some grammar issues on the last letter. Here is the revised letter.

Deadwood Sign Commission,

Acesful (DBA Mr. Wu's) would like to request a variance for 42.5 sf of signage. The "Mr. Wu's" Sign incorporates two Chinese dragons bringing back a historic part of the property.

We are working on a gas timer system for 3' to 4' flames for the mouths of the Dragons, and will apply for building permit.

Using a maximum of 6 tangent lines the total area equals 42.5 sf.

Thank for you consideration.

If questions please contact Kirk Kokinos 641-0123 or kirkkokinos@gmail.com

Can I pay by credit card?

Show quoted text

EXHIBIT I

Case No. 200031
Address: 2 Fremont Street

Staff Report

The applicant has submitted an application for Project Approval for work at 2 Fremont Street a contributing structure located in the Cleveland Planning Unit in the City of Deadwood.

Applicant: Jeff Snedeker
Owner: Same
Constructed: c. 1895

CRITERIA FOR THE ISSUANCE OF A PROJECT APPROVAL

The Historic Preservation Commission shall use the following criteria in granting or denying the Project Approval:

General Factors:

1. Historic significance of the resource: This building is a contributing resource in the Deadwood National Historic Landmark District. It is significant for its historic association with the founding and initial period of growth of the town of Deadwood. Spurred by the tremendous mining boom of 1876, Deadwood grew quickly and became the first major urban center of western South Dakota. This house displays the architectural characteristics common to working-class housing in pre-World War I Deadwood. These small, vernacular cottages, typically of foursquare or T-gable plan, occasionally featured limited Queen Anne detailing. A number of these houses survive today, scattered throughout Deadwood's neighborhoods.

2. Architectural design of the resource and proposed alterations: The applicant requests permission to demolish the house at 2 Fremont Street as submitted.

Attachments: No

Plans: No

Photos: Yes (Submitted with application)

Jeff Snedeker purchased the property and requested staff to review the resource and make a determination if the resource could be demolished. At that time, this office indicated to Mr. Snedeker his desire to demolish the resource would be very difficult and probably would not be approved by the Deadwood Historic Preservation Commission.

In October 2012, Mr. Snedeker received Project Approval from the Deadwood Historic Preservation Commission to replace the roof, repair and/or replace the siding, replace windows, and remove and rebuild the later addition to the resource as part of an overall rehabilitation of the resource. The applicant was also approved for the siding (up to \$10,000) and windows program (up to \$3,000) at this time. Furthermore, he was provided information on the vacant home program (up to \$10,000) and life/safety issues (up to \$10,000).

The applicant removed a cross-gable portion of the structure as well as a lean-to addition at the rear of the resource. This allowed the applicant to address and remove part of the hillside behind the building to gain access around the property. Mr. Snedeker also removed the roof, windows and siding on the structure showing the construction of the resource which is typical of construction of the time period. Little to no work has been done to replace the roof, windows and siding as well as constructing the new addition to the resource as originally approved. This

has allowed the resource to be subject to weathering for nearly 18 months. (Now almost six years)

The remaining portion of the building is relatively small in size and the repairs are comparable to other rehabilitations this office witnessed; however, with most projects the construction methods were phased and methodical in the rehabilitation rather than a total gut inside and out leaving the resource in the current condition.

The 1993 Deadwood Historic Surveys of the resource indicates the structure as being in good condition and in 2008 the photographic evidence shows the exterior conditions of the resource. It was occupied prior to the purchase by Mr. Snedeker (See below).





In 2014, it was staff's opinion that the applicant should follow through with the original rehabilitation plans as initially submitted and approved by the Deadwood Historic Preservation Commission. This historic structure is a contributing resource within the National Historic Landmark District and the State and National Historic Register Districts. The loss of this structure does damage and destroy a historic resource by the sheer fact of demolition. The commission denied the demolition request in 2014.

Based upon the review of this project as submitted and based on the GUIDELINES FOR UNdertakings in the City of Deadwood National Historic Landmark District, it is staff's opinion that this project DOES cause damage and destroys a historic property included in the national register of historic places or the state register of historic places and therefore is adverse to Deadwood.

For the past six years, to staff's knowledge, no effort has been made to rehabilitate the resource but to allow it to continue to deteriorate. Staff's concern is the precedent this sets to others who have a historic resource. If we get permission to rehabilitate a property and take it to a point of no return, we can eventually be allowed to demolish the property.

While, it may not be economically feasible to rehabilitate the resource now, staff requested plans to see what type of future project is being considered. To date, no additional information has been provided. It is not required by ordinance to have a plan for issuance of a project approval in this case, it is staff's opinion it could be a condition set forth on this demolition request due to the history of the process.

Motions available for commission action:

A: If you, as a commissioner, have determined the Project DOES NOT Encroach Upon, Damage or Destroy a historic property then:

Based upon all the evidence presented, I find that this project **DOES NOT** encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places, and therefore move to grant a project approval.

If you, as a commissioner, have determined the Project will Encroach Upon, Damage or Destroy a historic property then:

B: First Motion:

Based upon all the evidence presented, I move to make a finding that this project **DOES** encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places. [If this, move on to 2nd Motion and choose an option.]

C: Second Motion:

Option 1: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **NOT ADVERSE** to Deadwood and move to **APPROVE** the project as presented.

OR

Option 2: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **ADVERSE** to Deadwood and move to **DENY** the project as presented.

OR

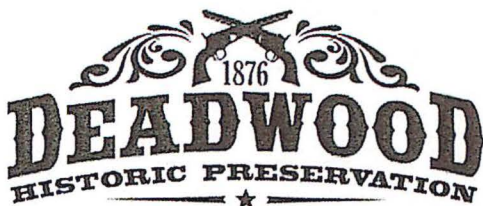
Option 3: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **ADVERSE** to Deadwood, but the applicant has explored **ALL REASONABLE AND PRUDENT ALTERNATIVES**, and so I move to **APPROVE** the project as presented.







OFFICE OF
 PLANNING, ZONING AND
 HISTORIC PRESERVATION
 108 Sherman Street
 Telephone (605) 578-2082
 Fax (605) 578-2084



FOR OFFICE USE ONLY	
Case No.	H200031
<input checked="" type="checkbox"/> Project Approval	
<input type="checkbox"/> Certificate of Appropriateness	
Date Received	3/18/20
Date of Hearing	3/25/20

City of Deadwood Application for Project Approval OR Certificate of Appropriateness

The Deadwood Historic Preservation Commission reviews all applications. Approval is issued for proposed work in keeping with City of Deadwood Ordinances & Guidelines, South Dakota State Administrative Rules and the Secretary of the Interior's Standards for Rehabilitation.

This application must be typed or printed in ink and submitted to:

City of Deadwood
 Deadwood Historic Preservation Office
 108 Sherman Street
 Deadwood, SD 57732

FOR INFORMATION REGARDING THIS FORM, CALL 605-578-2082

PROPERTY INFORMATION
Property Address: <u>2 Fremont, Deadwood</u>
Historic Name of Property (if known):

APPLICANT INFORMATION
Applicant is: <input checked="" type="checkbox"/> owner <input type="checkbox"/> contractor <input type="checkbox"/> architect <input type="checkbox"/> consultant <input type="checkbox"/> other _____

Owner's Name: <u>Jeff Snedeker</u>
Address: <u>59 Stewart</u>
City: <u>Deadwood</u> State: <u>SD</u> Zip: <u>57732</u>
Telephone: <u>605-641-1847</u> Fax: _____
E-mail: _____

Architect's Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
E-mail: _____

Contractor's Name: <u>Self</u>
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
E-mail: _____

Agent's Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
E-mail: _____

TYPE OF IMPROVEMENT
<input type="checkbox"/> Alteration (change to exterior) <input type="checkbox"/> New Building <input type="checkbox"/> Addition <input type="checkbox"/> Accessory Structure <input type="checkbox"/> New Construction <input type="checkbox"/> Re-Roofing <input type="checkbox"/> Wood Repair <input type="checkbox"/> Exterior Painting <input type="checkbox"/> General Maintenance <input type="checkbox"/> Siding <input type="checkbox"/> Windows <input type="checkbox"/> Porch/Deck <input checked="" type="checkbox"/> Other <u>Demolition</u> <input type="checkbox"/> Awning <input type="checkbox"/> Sign <input type="checkbox"/> Fencing

ACTIVITY: (CHECK AS APPLICABLE)			
Project Start Date: <u>3-17-20</u>		Project Completion Date (anticipated): <u>June 1, 2020</u>	
<input type="checkbox"/> ALTERATION	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input type="checkbox"/> ADDITION	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> Residential <input type="checkbox"/> Other _____		
<input type="checkbox"/> ROOF	<input type="checkbox"/> New	<input type="checkbox"/> Re-roofing	<input type="checkbox"/> Material
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear <input type="checkbox"/> Alteration to roof
<input type="checkbox"/> GARAGE	<input type="checkbox"/> New	<input type="checkbox"/> Rehabilitation	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input type="checkbox"/> FENCE/GATE	<input type="checkbox"/> New	<input type="checkbox"/> Replacement	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
Material _____ Style/type _____ Dimensions _____			
<input type="checkbox"/> WINDOWS	<input type="checkbox"/> STORM WINDOWS		<input type="checkbox"/> DOORS
	<input type="checkbox"/> Restoration		<input type="checkbox"/> Replacement
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
Material _____ Style/type _____			<input type="checkbox"/> STORM DOORS <input type="checkbox"/> New
<input type="checkbox"/> PORCH/DECK	<input type="checkbox"/> Restoration	<input type="checkbox"/> Replacement	<input type="checkbox"/> New
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
Note: Please provide detailed plans/drawings			
<input type="checkbox"/> SIGN/AWNING	<input type="checkbox"/> New	<input type="checkbox"/> Restoration	<input type="checkbox"/> Replacement
	Material _____ Style/type _____ Dimensions _____		
<input checked="" type="checkbox"/> OTHER – Describe in detail below or use attachments			

DESCRIPTION OF ACTIVITY

Describe in detail, the above activity (use attachments if necessary including type of materials to be used) and submit as applicable. Descriptive materials such as photos and drawings are necessary to illustrate the work and to help the commissioners and staff evaluate the proposed changes. Information should be supplied for each element of the proposed work along with general drawings and/or photographs as appropriate.

Failure to supply adequate documentation could result in delays in processing and denial of the request. Describe in detail below (add pages as necessary).

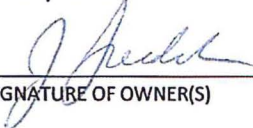
The frame left is not worth saving it's a health & safety issue with the neighborhood kids. I would like to remove the structure. My plans for the property is to possibly build new construction home(s)

SIGNATURES

I HEREBY CERTIFY I understand this application will not be accepted and processed until all the requested information has been supplied. I realize drawings and measurements must be exact and if errors result in a violation of the Commission's approval, then appropriate changes will have to be made. I also understand this application may require a site visit / additional research by staff and a PUBLIC HEARING by the DEADWOOD HISTORIC PRESERVATION COMMISSION.

I understand this application is for a Certificate of Appropriateness or Project Approval only and that a building permit is required for any uses associated with this location prior to any constructions, alterations, etc. All statements are true to the best of my knowledge and belief.

I understand approval is issued for proposed work in keeping with City of Deadwood Ordinances, South Dakota State Administrative Rules and the Secretary of the Interior's Standards for Rehabilitation and copies are available for my review.

 _____
SIGNATURE OF OWNER(S) DATE 3-17-20

SIGNATURE OF AGENT(S) DATE

SIGNATURE OF OWNER(S) DATE

SIGNATURE OF AGENT(S) DATE

SIGNATURE OF OWNER(S) DATE

SIGNATURE OF AGENT(S) DATE

APPLICATION DEADLINE

This form and all supporting documentation **MUST** arrive by 5:00 p.m. on the 1st or 3rd Wednesday of every month to be considered at the next Historic Preservation Commission Meeting. The meeting schedule and filing deadlines are on file with the Historic Preservation Office. Any information not provided to staff in advance of the meeting will not be considered by the Commission during their deliberation. Please call if you have any questions and staff will assist you.

Please use the attached criteria checklist as a guide to completing the application. Incomplete applications cannot be reviewed and will be returned to you for more information. All submitted materials will be retained by the Historic Preservation Office. Do not submit your only copy of any piece of documentation.

The City of Deadwood Historic Preservation Office has numerous resources available for your assistance upon request.

EXHIBIT J

Date: March 20, 2020

Case No. 200033
Address: 48 Lincoln Ave.

Staff Report

The applicant has submitted an application for Project Approval for work at 48 Lincoln Ave., a Non-contributing structure located in the Presidential Planning Unit in the City of Deadwood.

Applicant: Alan Goodman
Owner: GOODMAN, ALAN D & VICKIE D
Constructed: c 1895

CRITERIA FOR THE ISSUANCE OF A PROJECT APPROVAL

The Historic Preservation Commission shall use the following criteria in granting or denying the Project Approval:

General Factors:

1. Historic significance of the resource:

This house has sustained several modern alterations including: steel replacement siding; some replacement windows; an addition at rear; and most damaging, removal of the second story of the original house. Because of these modifications, the house has lost integrity and can not contribute to the Deadwood National Historic Landmark District at this time.

2. Architectural design of the resource and proposed alterations:

The applicant is requesting permission to replace the siding with LP Smartside Diamond Kote smooth siding with a 5" reveal.

Attachments: No

Plans: No

Photos: Yes

Staff Opinion:

The proposed work and changes do not encroach upon, damage or destroy a historic resource or have an adverse effect on the character of the building or the historic character of the State and National Register Historic Districts or the Deadwood National Historic Landmark District.

[imagerepeater]

Motions available for commission action:**A: If you, as a commissioner, have determined the Project DOES NOT Encroach Upon, Damage or Destroy a historic property then:**

Based upon all the evidence presented, I find that this project **DOES NOT** encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places, and therefore move to grant a project approval.

If you, as a commissioner, have determined the Project will Encroach Upon, Damage or Destroy a historic property then:**B: First Motion:**

Based upon all the evidence presented, I move to make a finding that this project **DOES** encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places. [If this, move on to 2nd Motion and choose an option.]

C: Second Motion:

Option 1: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **NOT ADVERSE** to Deadwood and move to **APPROVE** the project as presented.

OR

Option 2: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **ADVERSE** to Deadwood and move to **DENY** the project as presented.

OR

Option 3: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **ADVERSE** to Deadwood, but the applicant has explored **ALL REASONABLE AND PRUDENT ALTERNATIVES**, and so I move to **APPROVE** the project as presented.





Alan Bonnie

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



FOR OFFICE USE ONLY	
Case No.	<i>200033</i>
<input checked="" type="checkbox"/> Project Approval	
<input type="checkbox"/> Certificate of Appropriateness	
Date Received	<i>3/11/20</i>
Date of Hearing	<i>3/25/20</i>

City of Deadwood Application for Project Approval OR Certificate of Appropriateness

The Deadwood Historic Preservation Commission reviews all applications. Approval is issued for proposed work in keeping with City of Deadwood Ordinances & Guidelines, South Dakota State Administrative Rules and the Secretary of the Interior's Standards for Rehabilitation.

This application must be typed or printed in ink and submitted to:

City of Deadwood
Deadwood Historic Preservation Office
108 Sherman Street
Deadwood, SD 57732

FOR INFORMATION REGARDING THIS FORM, CALL 605-578-2082

PROPERTY INFORMATION	
Property Address:	<i>48 Lincoln Ave Deadwood, SD</i>
Historic Name of Property (if known):	

APPLICANT INFORMATION	
Applicant is:	<input checked="" type="checkbox"/> owner <input type="checkbox"/> contractor <input type="checkbox"/> architect <input type="checkbox"/> consultant <input type="checkbox"/> other

Owner's Name:	<i>Alan Goodman</i>
Address:	
City:	State: Zip:
Telephone:	<i>(402) 525-2741</i> Fax:
E-mail:	<i>Goodtown@aol.com</i>

Architect's Name:	
Address:	
City:	State: Zip:
Telephone:	Fax:
E-mail:	

Contractor's Name:	<i>Allied Const</i>
Address:	<i>645 Jackson</i>
City:	<i>Spanish</i> State: <i>SD</i> Zip: <i>57783</i>
Telephone:	<i>(605) 923-8701</i> Fax:
E-mail:	

Agent's Name:	
Address:	
City:	State: Zip:
Telephone:	Fax:
E-mail:	

TYPE OF IMPROVEMENT			
<input type="checkbox"/> Alteration (change to exterior)	<input type="checkbox"/> New Building	<input type="checkbox"/> Addition	<input type="checkbox"/> Accessory Structure
<input type="checkbox"/> New Construction	<input checked="" type="checkbox"/> Re-Roofing	<input type="checkbox"/> Wood Repair	<input type="checkbox"/> Exterior Painting
<input type="checkbox"/> General Maintenance	<input checked="" type="checkbox"/> Siding	<input type="checkbox"/> Windows	<input type="checkbox"/> Porch/Deck
<input type="checkbox"/> Other _____	<input type="checkbox"/> Awning	<input type="checkbox"/> Sign	<input type="checkbox"/> Fencing

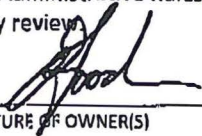
FOR OFFICE USE ONLY
Case No. _____

SIGNATURES

I **HEREBY CERTIFY** I understand this application will not be accepted and processed until all the requested information has been supplied. I realize drawings and measurements must be exact and if errors result in a violation of the Commission's approval, then appropriate changes will have to be made. I also understand this application may require a site visit / additional research by staff and a **PUBLIC HEARING** by the **DEADWOOD HISTORIC PRESERVATION COMMISSION**.

I understand this application is for a Certificate of Appropriateness or Project Approval only and that a building permit is required for any uses associated with this location prior to any constructions, alterations, etc. All statements are true to the best of my knowledge and belief.

I understand approval is issued for proposed work in keeping with City of Deadwood Ordinances, South Dakota State Administrative Rules and the Secretary of the Interior's Standards for Rehabilitation and copies are available for my review.

 3/13/20
SIGNATURE OF OWNER(S) DATE

SIGNATURE OF AGENT(S) DATE

SIGNATURE OF OWNER(S) DATE

SIGNATURE OF AGENT(S) DATE

SIGNATURE OF OWNER(S) DATE

SIGNATURE OF AGENT(S) DATE

APPLICATION DEADLINE

This form and all supporting documentation **MUST** arrive by 5:00 p.m. on the 1st or 3rd Wednesday of every month to be considered at the next Historic Preservation Commission Meeting. The meeting schedule and filing deadlines are on file with the Historic Preservation Office. Any information not provided to staff in advance of the meeting will not be considered by the Commission during their deliberation. Please call if you have any questions and staff will assist you.

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The City of Deadwood Historic Preservation Office has numerous resources available for your assistance upon request.

FOR OFFICE USE ONLY
Case No. _____

ACTIVITY: (CHECK AS APPLICABLE)			
Project Start Date: ^{Est} 4/1/20	Project Completion Date (anticipated): 4/15/20		
<input type="checkbox"/> ALTERATION	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input type="checkbox"/> ADDITION	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> Residential <input type="checkbox"/> Other _____		
<input type="checkbox"/> ROOF	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Re-roofing	<input type="checkbox"/> Material
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear <input type="checkbox"/> Alteration to roof
<input type="checkbox"/> GARAGE	<input type="checkbox"/> New	<input type="checkbox"/> Rehabilitation	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input type="checkbox"/> FENCE/GATE	<input type="checkbox"/> New	<input type="checkbox"/> Replacement	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
Material _____ Style/type _____ Dimensions _____			
<input type="checkbox"/> WINDOWS	<input type="checkbox"/> STORM WINDOWS	<input type="checkbox"/> DOORS	<input type="checkbox"/> STORM DOORS
	<input type="checkbox"/> Restoration		<input type="checkbox"/> Replacement <input type="checkbox"/> New
<input type="checkbox"/> Front		<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
Material _____ Style/type _____			
<input type="checkbox"/> PORCH/DECK	<input type="checkbox"/> Restoration		<input type="checkbox"/> Replacement <input type="checkbox"/> New
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
Note: Please provide detailed plans/drawings			
<input type="checkbox"/> SIGN/AWNING	<input type="checkbox"/> New		<input type="checkbox"/> Restoration <input type="checkbox"/> Replacement
	Material _____		Style/type _____ Dimensions _____
<input checked="" type="checkbox"/> OTHER - Describe in detail below or use attachments			

DESCRIPTION OF ACTIVITY

Describe in detail, the above activity (use attachments if necessary including type of materials to be used) and submit as applicable. Descriptive materials such as photos and drawings are necessary to illustrate the work and to help the commissioners and staff evaluate the proposed changes. Information should be supplied for each element of the proposed work along with general drawings and/or photographs as appropriate.

Failure to supply adequate documentation could result in delays in processing and denial of the request. Describe in detail below (add pages as necessary).

Siding House/Garage LP SmartSide Diamond Kote
color Smokey Ash / white 5" smooth

EXHIBIT K

Date: March 20, 2020

Case No. 200034
Address: 784 Main St.

Staff Report

The applicant has submitted an application for Project Approval for work at 784 Main St., a Contributing structure located in the Upper Main Historic Overlay Planning Unit in the City of Deadwood.

Applicant: Steve Wells
Owner: OTTESON, JAMES A & JORI L
Constructed: c 1900

CRITERIA FOR THE ISSUANCE OF A PROJECT APPROVAL

The Historic Preservation Commission shall use the following criteria in granting or denying the Project Approval:

General Factors:

1. Historic significance of the resource:

This building is a contributing resource in the Deadwood National Historic Landmark District. It is significant for its historic association with the founding and initial period of growth of the town of Deadwood.

2. Architectural design of the resource and proposed alterations:

The applicant is requesting permission to repair the foundation. The applicant has also applied for the Foundation Program.

Attachments: No

Plans: No

Photos: Yes

Staff Opinion:

The proposed work and changes do not encroach upon, damage or destroy a historic resource or have an adverse effect on the character of the building or the historic character of the State and National Register Historic Districts or the Deadwood National Historic Landmark District.

[imagerepeater]

Motions available for commission action:**A: If you, as a commissioner, have determined the Project DOES NOT Encroach Upon, Damage or Destroy a historic property then:**

Based upon all the evidence presented, I find that this project **DOES NOT** encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places, and therefore move to grant a project approval.

If you, as a commissioner, have determined the Project will Encroach Upon, Damage or Destroy a historic property then:**B: First Motion:**

Based upon all the evidence presented, I move to make a finding that this project **DOES** encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places. [If this, move on to 2nd Motion and choose an option.]

C: Second Motion:

Option 1: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **NOT ADVERSE** to Deadwood and move to **APPROVE** the project as presented.

OR

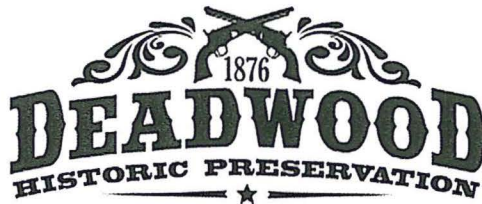
Option 2: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **ADVERSE** to Deadwood and move to **DENY** the project as presented.

OR

Option 3: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **ADVERSE** to Deadwood, but the applicant has explored **ALL REASONABLE AND PRUDENT ALTERNATIVES**, and so I move to **APPROVE** the project as presented.



OFFICE OF
 PLANNING, ZONING AND
 HISTORIC PRESERVATION
 108 Sherman Street
 Telephone (605) 578-2082
 Fax (605) 578-2084



FOR OFFICE USE ONLY	
Case No.	202034
<input checked="" type="checkbox"/> Project Approval	
<input type="checkbox"/> Certificate of Appropriateness	
Date Received	3/11/20
Date of Hearing	3/25/20

City of Deadwood Application for Project Approval OR Certificate of Appropriateness

The Deadwood Historic Preservation Commission reviews all applications. Approval is issued for proposed work in keeping with City of Deadwood Ordinances & Guidelines, South Dakota State Administrative Rules and the Secretary of the Interior's Standards for Rehabilitation.

This application must be typed or printed in ink and submitted to:

City of Deadwood
 Deadwood Historic Preservation Office
 108 Sherman Street
 Deadwood, SD 57732

FOR INFORMATION REGARDING THIS FORM, CALL 605-578-2082

PROPERTY INFORMATION
Property Address: <u>786 Main Street, Deadwood, SD 57732</u>
Historic Name of Property (if known): _____

APPLICANT INFORMATION
Applicant is: <input checked="" type="checkbox"/> owner <input type="checkbox"/> contractor <input type="checkbox"/> architect <input type="checkbox"/> consultant <input type="checkbox"/> other _____

Owner's Name: <u>Steve Wells</u>
Address: <u>786 Main Street</u>
City: <u>Deadwood</u> State: <u>SD</u> Zip: <u>57732</u>
Telephone: <u>(702) 367-1884</u> Fax: _____
E-mail: <u>saw777@vost66.net</u>

Architect's Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
E-mail: _____

Contractor's Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
E-mail: _____

Agent's Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
E-mail: _____

TYPE OF IMPROVEMENT			
<input type="checkbox"/> Alteration (change to exterior) <input type="checkbox"/> New Construction <input type="checkbox"/> General Maintenance <input checked="" type="checkbox"/> Other <u>Foundation</u>	<input type="checkbox"/> New Building <input type="checkbox"/> Re-Roofing <input type="checkbox"/> Siding <input type="checkbox"/> Awning	<input type="checkbox"/> Addition <input type="checkbox"/> Wood Repair <input type="checkbox"/> Windows <input type="checkbox"/> Sign	<input type="checkbox"/> Accessory Structure <input type="checkbox"/> Exterior Painting <input type="checkbox"/> Porch/Deck <input type="checkbox"/> Fencing

ACTIVITY: (CHECK AS APPLICABLE)			
Project Start Date: _____		Project Completion Date (anticipated): _____	
<input type="checkbox"/> ALTERATION	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input type="checkbox"/> ADDITION	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> Residential <input type="checkbox"/> Other _____		
<input type="checkbox"/> ROOF	<input type="checkbox"/> New	<input type="checkbox"/> Re-roofing	<input type="checkbox"/> Material
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear <input type="checkbox"/> Alteration to roof
<input type="checkbox"/> GARAGE	<input type="checkbox"/> New	<input type="checkbox"/> Rehabilitation	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input type="checkbox"/> FENCE/GATE	<input type="checkbox"/> New	<input type="checkbox"/> Replacement	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
Material _____ Style/type _____ Dimensions _____			
<input type="checkbox"/> WINDOWS	<input type="checkbox"/> STORM WINDOWS	<input type="checkbox"/> DOORS	<input type="checkbox"/> STORM DOORS
	<input type="checkbox"/> Restoration		<input type="checkbox"/> Replacement <input type="checkbox"/> New
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
Material _____ Style/type _____			
<input type="checkbox"/> PORCH/DECK	<input type="checkbox"/> Restoration	<input type="checkbox"/> Replacement	<input type="checkbox"/> New
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
Note: Please provide detailed plans/drawings			
<input type="checkbox"/> SIGN/AWNING	<input type="checkbox"/> New	<input type="checkbox"/> Restoration	<input type="checkbox"/> Replacement
	Material _____ Style/type _____ Dimensions _____		
<input type="checkbox"/> OTHER – Describe in detail below or use attachments			

DESCRIPTION OF ACTIVITY

Describe in detail, the above activity (use attachments if necessary including type of materials to be used) and submit as applicable. Descriptive materials such as photos and drawings are necessary to illustrate the work and to help the commissioners and staff evaluate the proposed changes. Information should be supplied for each element of the proposed work along with general drawings and/or photographs as appropriate.

Failure to supply adequate documentation could result in delays in processing and denial of the request. Describe in detail below (add pages as necessary).

Repairs to foundation

Criteria Checklist for Project Approval OR Certificate of Appropriateness

SUBMITTAL CRITERIA CHECKLIST

The documentation listed below will assist in the submission of the application. *Not all information listed below is required for each project. In order to save time and effort, please consult with the Historic Preservation Office prior to completing your application.*

ALL WORK:

- Photograph of house and existing conditions from all relevant sides. (Photos were taken by Kevin Kuchenbecker.)

RENOVATIONS AND ADDITIONS:

- Elevation and plan drawings to scale indicating proposed alterations or additions, clearly indicating the existing building and what is proposed and including the relationship to adjacent structures. Make sure to include door and window design if altered. Manufacturer's catalog data may be used, if applicable.
- Exterior material description.
- Site plan showing dimensions of lot and location of existing building(s) or structure(s) on lot, location of additions, dimensions of existing structure and additions. (Show use of addition and location of windows and doors if applicable.)
- Photograph of existing conditions from all elevations.
- Color samples and placement on the structure.
- Historic photographs should accompany any request to return a structure to an earlier historic appearance. (Please note our archives may be of great assistance)

MATERIAL CHANGES:

- Written description of area involved.
- Color photographs or slides of areas involved and surrounding structures if applicable.
- Sample or photo of materials involved.

PAINTING, SIDING:

- Color photographs of all areas involved and surrounding structures if applicable.
- Samples of colors and/or materials to be used.
- Dimensioned elevation and section to scale, showing design of fence, material, and height in relationship to adjacent structures.

NEW CONSTRUCTION:

- Elevation drawings to scale showing all sides and dimensions. Elevation drawings to scale showing relationship to structures immediately adjacent.
- Photograph of proposed site and adjacent buildings on adjoining properties.
- Site plan including building footprint and location of off-street parking showing setbacks. Include number of spaces, surface material, screening and all other information required under Parking Areas.
- Material list including door and window styles, colors and texture samples.
- Scale model indicating significant detail. (This may be required for major construction. Please consult Historic Preservation Commission staff.)
- Color photographs of proposed site and structures within vicinity of new building.

EXHIBIT L

Date: March 20, 2020

Case No. 200036
Address: 158 Williams St.

Staff Report

The applicant has submitted an application for Project Approval for work at 158 Williams St., a Non-contributing structure located in the Forest Hill Planning Unit in the City of Deadwood.

Applicant: Neighborhood Housing
Owner: HILLS PARTNERSHIP
Constructed: unknown

CRITERIA FOR THE ISSUANCE OF A PROJECT APPROVAL

The Historic Preservation Commission shall use the following criteria in granting or denying the Project Approval:

General Factors:

1. Historic significance of the resource:

This building is a non-contributing resource in the Deadwood National Historic Landmark District due to its age. The structure appears to be built in the late 1970's.

2. Architectural design of the resource and proposed alterations:

The applicant is requesting permission to replace the windows on the structure.

Attachments: No.

Plans: No.

Photos: Yes

Staff Opinion:

The proposed work and changes do not encroach upon, damage or destroy a historic resource or have an adverse effect on the character of the building or the historic character of the State and National Register historic Districts or the Deadwood National Historic Landmark District. This structure is not highly visible from the district and does not contribute.

[imagerepeater]

Motions available for commission action:**A: If you, as a commissioner, have determined the Project DOES NOT Encroach Upon, Damage or Destroy a historic property then:**

Based upon all the evidence presented, I find that this project **DOES NOT** encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places, and therefore move to grant a project approval.

If you, as a commissioner, have determined the Project will Encroach Upon, Damage or Destroy a historic property then:**B: First Motion:**

Based upon all the evidence presented, I move to make a finding that this project **DOES** encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places. [If this, move on to 2nd Motion and choose an option.]

C: Second Motion:

Option 1: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **NOT ADVERSE** to Deadwood and move to **APPROVE** the project as presented.

OR

Option 2: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **ADVERSE** to Deadwood and move to **DENY** the project as presented.

OR

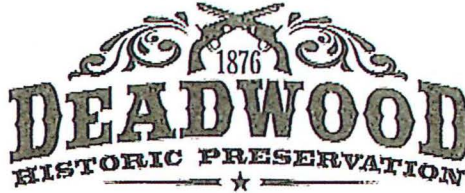
Option 3: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **ADVERSE** to Deadwood, but the applicant has explored **ALL REASONABLE AND PRUDENT ALTERNATIVES**, and so I move to **APPROVE** the project as presented.







OFFICE OF
 PLANNING, ZONING AND
 HISTORIC PRESERVATION
 108 Sherman Street
 Telephone (605) 578-2082
 Fax (605) 578-2084



FOR OFFICE USE ONLY	
Case No.	20036
<input checked="" type="checkbox"/> Project Approval	
<input type="checkbox"/> Certificate of Appropriateness	
Date Received	3/19/20
Date of Hearing	3/25/20

City of Deadwood Application for Project Approval OR Certificate of Appropriateness

The Deadwood Historic Preservation Commission reviews all applications. Approval is issued for proposed work in keeping with City of Deadwood Ordinances & Guidelines, South Dakota State Administrative Rules and the Secretary of the Interior's Standards for Rehabilitation.

This application must be typed or printed in ink and submitted to:

City of Deadwood
 Deadwood Historic Preservation Office
 108 Sherman Street
 Deadwood, SD 57732

FOR INFORMATION REGARDING THIS FORM, CALL 605-578-2082

PROPERTY INFORMATION	
Property Address:	158 Williams (1 Spring Creek Rd.) Deadwood SD
Historic Name of Property (if known):	Hills Apartments

APPLICANT INFORMATION	
Applicant is:	<input checked="" type="checkbox"/> owner <input type="checkbox"/> contractor <input type="checkbox"/> architect <input type="checkbox"/> consultant <input type="checkbox"/> other _____

Owner's Name:	Neighborhood Housing Services of the Black Hills
Address:	795 Main St
City:	Deadwood State: SD Zip: 57732
Telephone:	605.578.1401 Fax: 605.578.1405
E-mail:	Denese@nwdbh.org

Architect's Name:	_____
Address:	_____
City:	_____ State: _____ Zip: _____
Telephone:	_____ Fax: _____
E-mail:	_____

Contractor's Name:	All American Siding Roofing Windows
Address:	3745 Anderson Road
City:	Rapid City State: SD Zip: 57703
Telephone:	605.787.7879 Fax: 605.787.5550
E-mail:	_____

Agent's Name:	Shane Henries
Address:	_____
City:	_____ State: _____ Zip: _____
Telephone:	_____ Fax: _____
E-mail:	_____

TYPE OF IMPROVEMENT			
<input type="checkbox"/> Alteration (change to exterior)	<input type="checkbox"/> New Building	<input type="checkbox"/> Addition	<input type="checkbox"/> Accessory Structure
<input type="checkbox"/> New Construction	<input type="checkbox"/> Re-Roofing	<input type="checkbox"/> Wood Repair	<input type="checkbox"/> Exterior Painting
<input type="checkbox"/> General Maintenance	<input type="checkbox"/> Siding	<input checked="" type="checkbox"/> Windows	<input type="checkbox"/> Fencing
<input type="checkbox"/> Other _____	<input type="checkbox"/> Awning	<input type="checkbox"/> Sign	

ACTIVITY: (CHECK AS APPLICABLE)			
Project Start Date: <u>3</u> _____		Project Completion Date (anticipated): <u>12.31.2020</u>	
<input type="checkbox"/> ALTERATION	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input type="checkbox"/> ADDITION	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> Residential <input type="checkbox"/> Other _____		
<input type="checkbox"/> ROOF	<input type="checkbox"/> New	<input type="checkbox"/> Re-roofing	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input type="checkbox"/> GARAGE	<input type="checkbox"/> New	<input type="checkbox"/> Rehabilitation	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input type="checkbox"/> FENCE/GATE	<input type="checkbox"/> New	<input type="checkbox"/> Replacement	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
Material _____ Style/type _____ Dimensions _____			
<input checked="" type="checkbox"/> WINDOWS	<input type="checkbox"/> STORM WINDOWS	<input type="checkbox"/> DOORS	<input type="checkbox"/> STORM DOORS
	<input type="checkbox"/> Restoration	<input checked="" type="checkbox"/> Replacement	<input type="checkbox"/> New
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
Material _____ Style/type _____ <u>See Contract Sales</u>			
<input type="checkbox"/> SIGN/AWNING	<input type="checkbox"/> New	<input type="checkbox"/> Restoration	<input type="checkbox"/> Replacement
Material _____ Style/type _____ Dimensions _____			
<input type="checkbox"/> OTHER – Describe in detail below or use attachments			

DESCRIPTION OF ACTIVITY

Describe, as specifically as possible, the above activity (use attachments if necessary including type of materials to be used) and submit as applicable. Descriptive materials such as photos and drawings are necessary to illustrate the work and to help the commissioners and staff evaluate the proposed changes. A request for approval of a window replacement, for example, should be accompanied by measurements of the existing window, a picture of the existing window, and a picture or catalogue sheet with manufacturer information for the new window. Similar information should be supplied for each element of the proposed work along with general drawings and/or photographs as appropriate.

Failure to supply adequate documentation could result in delays in processing and denial of the request.

Apartment Building Windows - most all the units have a window or multiple windows that are failing operation or have failed. 9 units also have cracks in them. The windows are metal & about 10 windows have severe rust on frames. Cold air comes through most of the windows there are parts that have broken & there is no replacement parts made. Some windows are a safety hazard as they don't stay open ~~or~~ & slam down, some are so hard to open you almost break the window to open or close it.


We are only able to do ⁴ units ~~at a time~~ at a time, per available funding at this time. Attached is a copy of the ^{contract} ~~contract~~

SIGNATURES

I HEREBY CERTIFY I understand this application will not be accepted and processed until all the requested information has been supplied. I realize drawings and measurements must be exact and if errors result in a violation of the Commission's approval, then appropriate changes will have to be made. I also understand this application may require a site visit / additional research by staff and a PUBLIC HEARING by the DEADWOOD HISTORIC PRESERVATION COMMISSION.

I understand this application is for a Certificate of Appropriateness or Project Approval only and that a building permit is required for any uses associated with this location prior to any constructions, alterations, etc. All statements are true to the best of my knowledge and belief.

I understand approval is issued for proposed work in keeping with City of Deadwood Ordinances, South Dakota State Administrative Rules and the Secretary of the Interior's Standards for Rehabilitation and copies are available for my review.



SIGNATURE OF OWNER(S) DATE
Executive Director



SIGNATURE OF AGENT(S) DATE

SIGNATURE OF OWNER(S) DATE

SIGNATURE OF AGENT(S) DATE

SIGNATURE OF OWNER(S) DATE

SIGNATURE OF AGENT(S) DATE

APPLICATION DEADLINE

This form and all supporting documentation MUST arrive by 5:00 p.m. on the 1st or 3rd Wednesday of every month to be considered at the next Historic Preservation Commission Meeting. The meeting schedule and filing deadlines are on file with the Historic Preservation Office. Any information not provided to staff in advance of the meeting will not be considered by the Commission during their deliberation. Please call if you have any questions and staff will assist you.

Please use the attached criteria checklist as a guide to completing the application. Incomplete applications cannot be reviewed and will be returned to you for more information. All submitted materials will be retained by the Historic Preservation Office. Do not submit your only copy of any piece of documentation.

The City of Deadwood Historic Preservation Office has numerous resources available for your assistance upon request.

Criteria Checklist for Project Approval OR Certificate of Appropriateness

SUBMITTAL CRITERIA CHECKLIST

The documentation listed below will assist in the submission of the application. *Not all information listed below is required for each project. In order to save time and effort, please consult with the Historic Preservation Office prior to completing your application.*

ALL WORK:

- Photograph of house and existing conditions from all relevant sides.

RENOVATIONS AND ADDITIONS:

- Elevation and plan drawings to scale indicating proposed alterations or additions, clearly indicating the existing building and what is proposed and including the relationship to adjacent structures. Make sure to include door and window design if altered. Manufacturer's catalog data may be used, if applicable.
- Exterior material description.
- Site plan showing dimensions of lot and location of existing building(s) or structure(s) on lot, location of additions, dimensions of existing structure and additions. (Show use of addition and location of windows and doors if applicable.)
- Photograph of existing conditions from all elevations.
- Color samples and placement on the structure.
- Historic photographs should accompany any request to return a structure to an earlier historic appearance. (Please note our archives may be of great assistance)

MATERIAL CHANGES:

- Written description of area involved.
- Color photographs or slides of areas involved and surrounding structures if applicable.
- Sample or photo of materials involved.

PAINTING, SIDING:

- Color photographs of all areas involved and surrounding structures if applicable.
- Samples of colors and/or materials to be used.
- Dimensioned elevation and section to scale, showing design of fence, material, and height in relationship to adjacent structures.

NEW CONSTRUCTION:

- Elevation drawings to scale showing all sides and dimensions. Elevation drawings to scale showing relationship to structures immediately adjacent.
- Photograph of proposed site and adjacent buildings on adjoining properties.
- Site plan including building footprint and location of off-street parking showing setbacks. Include number of spaces, surface material, screening and all other information required under Parking Areas.
- Material list including door and window styles, colors and texture samples.
- Scale model indicating significant detail. (This may be required for major construction. Please consult Historic Preservation Commission staff.)
- Color photographs of proposed site and structures within vicinity of new building.

3745 Anderson Road
 Rapid City, SD 57703
 Ph. 605-787-7879 • Fax 605-787-5550
 allamericansidingandwindows.com
 (Name and address of SELLER - hereinafter referred to as SELLER)

Name Denese ~~Danese~~ Emanuel-Hills Apartment Home Ph # _____
 Job Address 1 Spring Creek Road Work Ph # _____
 Mailing Address 1 Spring Creek Cell # (605) 580-6377
 City, State, ZIP Dorchester SD City Limits YES or NO
 (Name and address of BUYER - hereinafter referred to as BUYER)

Company to deliver & install - (21) Twenty one
 Allside V-2000 platinum vinyl windows to building
 Various sizes & styles - white on white
 all windows to include - climatec 2 elite glass
 - Silicone Super Spacers
 - Super low E reflector
 - Custom metal wrap
 - Limited 50 year warranty
 approx: \$946.16 per unit

includes labor delivery, disposal, tax & permits
 Insurance Co.: _____ Claim No.: _____

INSURANCE CLAIMS: I authorize All American Siding Windows & Roofing, Inc. to represent my interest in coordinating with my insurance company, and mortgage company if applicable, regarding storm damage to my property. Should All American Siding Windows & Roofing, Inc. and my insurance company come to an agreement regarding scope of damage and cost of repair, I authorize All American Siding Windows & Roofing, Inc. to perform such repairs at the amount allowed by insurance company. CONTINGENCY: Provided property owner has replacement cost coverage on their homeowner's policy, property owner's out-of-pocket expense is not to exceed the deductible for insurance claim related repairs. The property owner does have the right however to upgrade their products before installation at their own expense. The amount cited below does not include any 'Supplements' that may need to be submitted to your insurance company to cover additional costs not included in the claim. Any additional funds received from 'supplements' will be added to the amount below and paid to All American Siding Windows & Roofing, Inc. Additionally All American Siding Windows & Roofing, Inc. is entitled to all Overhead & Profit reimbursements allocated by Insurance Company.

Price Including Tax, Labor & Materials	DOWN PAYMENT	Cash Price \$ <u>19,869.78</u>
	<input type="checkbox"/> CASH	3% CC Trans. Fee \$ <u>7</u>
Year home was built: _____	<input type="checkbox"/> CREDIT CARD	Down Payment \$ <u>7</u>
	<input type="checkbox"/> CK # _____	Balance Due \$ _____

All American Siding & Windows is not responsible for schedule delays due to weather, material delays, or unforeseen circumstances.
 Approx. Installation Date: 3-4 weeks All material warranties are expressed solely by the manufacturer _____
 All surplus material is property of the contractor. The Company always orders more material than is required, as delays caused by material shortage are costly. NO PAINTING, STAINING OR REFINISHING IS INCLUDED.

KEEP A COPY OF THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS.

Executed by both Buyer and Seller this 13th day of February, 20 20

ACCEPTED BY SELLER
Shane Hennick
 (NAME OF SELLER)
Shane Hennick
 (AUTHORIZED REPRESENTATIVE)

Each Buyer hereby acknowledges receipt of a fully completed copy of this RETAIL CONTRACT.
X [Signature]
 (SIGNATURE OF BUYER)
[Signature]
 (SIGNATURE OF BUYER)

PLEASE MAKE CHECKS PAYABLE TO ALL AMERICAN SIDING WINDOWS & ROOFING, INC.
BALANCE DUE UPON COMPLETION • A 3% CONVENIENCE FEE WILL APPLY FOR ALL CREDIT CARD TRANSACTIONS • FINANCE CHARGE COMPUTED AT 1.50% PER MONTH (18% PER YEAR) ON REMAINING BALANCES (\$1.00 MINIMUM). THIS MAY BE CHANGED TO COMPLY WITH APPLICABLE STATE LAW

City Archives

Monthly

Report

JMJBWM
January and February Archives Monthly Report

These are the projects and items I worked on during the months of January and February 2020.

RESEARCH REQUESTS

I received and answered three (3) research requests in January and sixteen (16) in February. These requests took the form of emails, city employee and department head requests, and researchers.

COLLECTIONS MANAGEMENT

- **Donations 2020.01; 2020.02; 2020.03: Donation 2020.01 William “Bill” Walsh book.** In January, Deadwood resident Bill Walsh donated a signed copy of his autobiography to the City of Deadwood research library. **2020.02 – Patricia Walls.** In February, Patricia Walls of Grand Rapid, MN donated a 1925 “Days of 76” advertisement card from her father’s estate. **2020.03 - Helen Auer.** Also in February, Ms. Helen Auer of Spearfish, SD donated one 5 x 7” black and white print labeled “Colonel Dick Lee Deadwood, SD taken by F.W.B. Sept. 1899”. As part of this process, I sent out and received signed donation forms from two of the three donors. I then added the signed donation forms and objects into City Archives. On a side note, there is one more possible donation that came in from Lawrence County residents John Carter in care of Graig Ordahl. This consists of four “receiving ledgers” circa 1870s to 1930s and one record book from the Gold Dollar Mining Company, 1908-1910. I am currently working with both men to secure these records for the archives.
- **Archaeology – Tin Lizzies Gaming Establishment – Chinatown Excavation:** In January, I organized and received permission to hire the US Geological Survey to map the soil horizons in the archaeological trench at Tin Lizzies gaming establishment. I also organized and received permission to hire a conservator from the Maryland Archaeological Conservation Laboratory to remove, package and ship a woven basket and wood water flume to Maryland for conservation treatments. During the excavation, an embossed opium can lid was unearthed by QSI archaeologists. I photographed the tin and sent the images to the Asian American Comparative Collection (AACC) at the University of Idaho for analysis. On February 18, 2020 received a letter from AACC on the provenance of the can lid (name and manufacturer). I then posted this information on the HP Facebook page and received over 11,000 views.
- **Data Entry:** During January and February my volunteers and I worked on the following collections. **Collection 1988.01 Deadwood Commercial and Residential Survey & Photographs:** In February, we finished scanning the surveys and photographs and refiled the black and white prints. **Collections 1995.01 and 2015.12.** In February, I filed and entered the newspapers from the IOOF time capsule and Jadene Wescott collection into PastPerfect. Upon completion, the newspapers were then inserted into acid free folders and boxed with the other loose newspapers. **Research Library Collections:** In February I cataloged the small backlog of research library materials into PastPerfect. Bill Walsh’s autobiography (2020.01) was included in this assemblage. **2019.16 Bullock Papers:** Finally, as time permitted, I continued to read and sort the collection of Seth Bullock documents purchased by the City of Deadwood in 2019. There is some amazing information on these documents, but require time to read and understand their content.

PROJECTS

- **Deadwood Information & Visitor Center Exhibit Installation:** In January and February, I laid out and installed the four wall display cases at the information & visitor center. This included mounting the Remington 44 Caliber revolver, wood cut, brass military buttons, bottle, and cartridges. Once this was complete, I then began working on the exhibits in the baggage room. One of the more interesting displays is the wood shipping crate. Prior to its installation, I ordered via EBay six 1900 era paper can labels. I then scanned these labels with the new Archives scanner, printed the labels and installed them onto 24 empty cans. As of March 1, 2020, the exhibits at the Info Center and Baggage Room are ready for the public.
- **Deadwood Archives Search Engine Project:** In January and February, I continued to work with Linda Foster of Ferber Engineering and Michael Ward of Smart Software, Inc. on the Deadwood Archives Search Engine Project. This included reviewing and commenting on the layout of the page, creating a proper watermark for the .pdf pages, and overseeing the beta testing of the site. On February 20, 2020, I gave a 45 minute talk on this project to members of the Rapid City Genealogy Society. Several of their members provided constructive comments on the search engine. It is my goal to have this project complete and ready for launching in May of 2020.
- **Outlaw Square Interpretive Panels:** On February 26, 2020 the new Outlaw Square interpretive panels arrived at City Hall. These panels will be installed this spring and focus on the archaeology of Outlaw Square and the wood bandstand. As part of this project, I am working with TDG Communications to include the new panels into the downtown walking tour brochure.
- **Main Street Master Plan Foam Board Panels:** In January, Kevin asked me to glue and cut out twenty (20) 42 x 30" panels for the Deadwood Main Street master plan. Upon completion, these panels were displayed during the group meetings.

MISCELLANEOUS ITEMS

- **Interview, South Dakota Public Broadcasting:** On January 15, 2020 I was interviewed by SDPB about my research on baseball in the Deadwood mining camps.
- **Pick up Traveling Baseball Panels:** On January 15, 2020, I picked up the traveling baseball panel exhibit in Rapid City from the director of the Hot Springs Public Library.
- **Scanner Acquisition and Installation:** In January, I purchased a new photographic/document scanner (Epson 12000 PHOTO) for the city archives. I then wrote an article about this purchase for the citywide newsletter.
- **PastPerfect Online:** In February, I purchased and begun uploading items to the City of Deadwood online search engine through PastPerfect online.

If you have any questions or would like to see what I have been working on, feel free to stop in and see me.

Mike Runge, City Archivist



Image #01 Baggage Room shipping crate exhibit.



Image #02 Cindy and Bonny posing with new interpretive signs.