

**DEADWOOD HISTORIC PRESERVATION COMMISSION**

**Wednesday, April 11, 2018 ~ 4:00 - 5:00 p.m.**

City Hall, 108 Sherman Street, Deadwood, South Dakota

1. Call meeting to Order
2. Main Street Initiative's Design Workshop and Update for Public Spaces with TSP
3. Adjournment

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**DEADWOOD HISTORIC PRESERVATION COMMISSION**

**Wednesday, April 11, 2018 ~ 5:00 p.m.**

City Hall, 108 Sherman Street, Deadwood, South Dakota

- 
1. Call meeting to Order
  2. Approval of HPC Meeting Minutes
    - a. March 28, 2018 Special Meeting
    - b. March 28, 2018 Regular Meeting
  3. Voucher Approval
  4. HP Programs and Revolving Loan Program
    - a. Grant Voucher Approval
    - b. HP Grant Extension Request – **Exhibit A**
      - i. Jill & Todd Weber -- 562 Williams Street -- Foundation/Siding/Windows Programs Extension
      - ii. Joe & Julie Opheim – 26 Freemont Street -- Foundation/Siding/Windows Programs Extension
    - c. Revolving Loan Program Voucher Approval
    - d. Revolving Loan Program Loan Request – **Exhibit B**
      - i. Fairmont Hotel Corp–Ron Russo–628 Main–Request for a Partial Lien Release–Continued Last Meeting
      - ii. Robin Gorder – 3 Rodenhaus – Request to Forgive
  5. Old or General Business
    - a. Main Street Initiative update
    - b. 2018 Scholarship Award – **Exhibit C**
    - c. ArcGIS GeoEvent Server – Trolley Tracker Project -- **Exhibit D**
    - d. Purchase Cigarette Ash Urns – **Exhibit E**
    - e. Tootsie Sign Easement Agreement – Signature Approval – **Exhibit F**
  6. New Matters before the Deadwood Historic District Commission
  7. New Matters before the Deadwood Historic Preservation Commission
  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
  12. Adjournment

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

**DEADWOOD HISTORIC PRESERVATION COMMISSION**

City Hall, 108 Sherman Street, Deadwood, South Dakota

**Wednesday, March 28, 2018 ~ 4:00 p.m.**

The Historic Preservation Commission and Main Street Initiative Committee will be discussing design of the Deadwood Public Spaces with TSP.

No Action to be Taken.

**City of Deadwood**  
**HISTORIC PRESERVATION COMMISSION**  
**Wednesday, March 28, 2018 ~ 4:00 p.m.**

**Present Historic Preservation Commission:** Michael Johnson, Lyman Toews, Ann Ochse and Tom Blair.

**Absent:**

**Present City Commission:** Dave Ruth and Gary Todd

**Present Staff:** Kevin Kuchenbecker, Historic Preservation Officer and Meghan Wittmis, Administrative Assistant were present.

Several members of the community and the Main Street Initiative were present and there was open discussion with TSP regarding the conceptual designs for a potential public gathering space at the southwest corner of Deadwood and Main Streets. Conceptual plans were reviewed and the next step is put together an opinion of probable costs.

No action was taken.

ATTEST:

\_\_\_\_\_  
Chairman, Historic Preservation Commission  
*Meghan Wittmis, Historic Preservation Office/Recording Secretary*



**DEADWOOD HISTORIC PRESERVATION COMMISSION**

**Wednesday, March 28, 2018 ~ 4:00 - 5:00 p.m.**

City Hall, 108 Sherman Street, Deadwood, South Dakota

1. Call meeting to Order
  2. Main Street Initiative's Design Workshop for Public Spaces with TSP
  3. Adjournment
- 

**DEADWOOD HISTORIC PRESERVATION COMMISSION**

**Wednesday, March 28, 2018 ~ 5:00 p.m.**

City Hall, 108 Sherman Street, Deadwood, South Dakota

- 
1. Call meeting to Order
  2. Approval of HPC Meeting Minutes
    - a. March 14, 2018 Regular Meeting
  3. Voucher Approval
  4. HP Programs and Revolving Loan Program
    - a. Grant Voucher Approval
    - b. HP Program Applications – Exhibit A
      - i. James Pontius – 118 Charles Street – Elderly Resident Program
      - ii. John Walsh – 476 Williams Street -- Foundation Program
      - iii. John Walsh – 476 Williams Street – Elderly Resident Program
      - iv. Destiny & Brady Maynard – 4 Harrison – Siding Program
      - v. Martin Gaspers – 374 Williams Street – Elderly Resident Program
    - c. HP Grant Extension Request – Exhibit B
      - i. Joe Roebuck-Pearson/Bill Walsh – 36 Lincoln Avenue – Siding Grant Extension
    - d. Revolving Loan Program Voucher Approval
    - e. Revolving Loan Program Loan Request – Exhibit C
      - i. Fairmont Hotel Corp – Ron Russo – 628 Main – Request for a Partial Lien Release
  5. Old or General Business
    - a. Main Street Initiative update
    - b. Permission to hire Paige Barthel as a summer intern for Historic Preservation Office – Exhibit D
    - c. Western Heritage Center (Crow Creek School Roof) - Outside of Deadwood Grant Extension -- Exhibit E
  6. New Matters before the Deadwood Historic District Commission
  7. New Matters before the Deadwood Historic Preservation Commission
    - a. PA H1807 James Pontius – 118 Charles Street – Roof Repairs – Exhibit F
    - b. PA H1808 John Walsh – 476 Williams – Repair Drainage/Steps – Exhibit G
    - c. PA H1809 Destiny & Brady Maynard – 4 Harrison – Replace Soffit/Fascia – Exhibit H
    - d. PA 1810 Martin Gaspers – 374 Williams – Repair Windows -- Exhibit I
  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
  12. Adjournment

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

04/05/18

8:55 AM



**City of Deadwood**  
**HISTORIC PRESERVATION COMMISSION**  
**Wednesday, March 28, 2018**

**Present Historic Preservation Commission:** Michael Johnson, Lyman Toews, Ann Ochse, Thomas Blair, Beverly Posey and Lynn Namminga.

**Absent:** Dale Berg

**Present City Commission:** Mayor Chuck Turbiville and Dave Ruth Jr.

**Present Staff:** Kevin Kuchenbecker, Historic Preservation Officer and Bonny Anfinson, Program Coordinator were present.

**All motions passed unanimously unless otherwise stated.**

A quorum present, Chairman Michael Johnson called the Deadwood Historic Preservation Commission meeting to order Wednesday, March 28, 2018 at 5:00 p.m. in the Commission Room located in City Hall at 108 Sherman Street in Deadwood, SD.

**Approval of HPC Minutes:**

March 28, 2018 Regular Meeting

***It was moved by Ms. Ochse and seconded by Ms. Posey to approve the HPC minutes of Wednesday, March 28, 2018. Aye – All. Motion carried.***

**Voucher Approval:**

***It was moved by Mr. Toews and seconded by Mr. Blair to approve the HP Operating Account in the amount of \$63,389.83. Aye – All. Motion carried.***

**Revolving Loan Fund and Historic Preservation Programs:**

HP Program Grant Funds

***It was moved by Mr. Toews and seconded by Ms. Posey to approve HP Grant Fund disbursements in the amount of \$25,255.74, based on information as presented. Aye - All. Motion carried.***

**HP Program Applications – Exhibit A**

- i. James Pontius – 118 Charles Street – Elderly Resident Program
- ii. John Walsh – 476 Williams Street -- Foundation Program
- iii. John Walsh – 476 Williams Street – Elderly Resident Program
- iv. Destiny & Brady Maynard – 4 Harrison – Siding Program
- v. Martin Gaspers – 374 Williams Street – Elderly Resident Program

***It was moved by Mr. Blair and seconded by Ms. Posey to accept James Pontius, 118 Charles Street, into the Elderly Resident Program, John Walsh, 476 Williams Street into the Foundation and Elderly Resident Program, Destiny and Brady Maynard, 4 Harrison, into the Siding Program and Martin Gaspers, 374 Williams Street, into the Elderly Resident Program. Aye – All. Motion carried.***

**HP Grant Extension Request – Exhibit B**

- i. Joe Roebuck-Pearson/Bill Walsh – 36 Lincoln Avenue – Siding Grant Extension Request

***It was moved by Mr. Blair and seconded by Ms. Ochse to approve the grant extension request. Aye – All. Motion carried.***

**Revolving Loan Program/Disbursements – Exhibit C**

- i. Fairmont Hotel Corp – Ron Russo – 628 Main – Request for a Partial Lien Release

Mr. Walker with Neighborworks stated Mr. Russo is requesting a partial lien release for the parking lot behind the Fairmont Hotel. The buildings are under the owner's business and the parking lot is under the owner's personal name. The owner is requesting the parking lot be released from the mortgage. This item was reviewed by the Loan Committee and supportive comments were not received. Mr. Russo stated he is trying to put together his will and is wishing to remove the parking lot from the mortgage. First Interstate has agreed to release the lot from the loan. He is waiting on a market analysis. There has been about a half a million dollars in improvements to the structures recently. There should be plenty of equity to carry the loan without the parking lot. Mr. Toews asked if First Interstate has a loan on these structures. Mr. Russo stated yes they are the first for about \$585,000. Mr. Blair asked if the bank had released the parking lot. Mr. Russo stated the bank was going to. Mr. Blair stated before we accept the lien request the HP Commission would like to see the release from the bank in writing before a decision will be made.



***It was moved by Mr. Blair and seconded by Ms. Ochse to continue the request from Ron Russo for the partial lien release to assure First Interstate Bank is also releasing the parking lot and present such approval to the HP Commission. Aye – All. Motion carried.***

***It was moved by Ms. Ochse and seconded by Ms. Posey to approve the NeighborWorks revolving loan disbursements of \$1,545.55. Aye – All. Motion carried.***

#### **Old or General Business:**

Main Street Initiative Update – Kevin Kuchenbecker – No Exhibit

Mr. Kuchenbecker stated there was a design workshop on March 28, 2018. Mr. Blair stated Main Street Initiative reports to the HP Commission. We are the group who makes the ultimate decisions. Mr. Kuchenbecker stated he disagreed and the Main Street is a committee of the Chamber with City support from the beginning. The Historic Preservation Commission agreed to partner with them and be actively engaged which we are doing. As far as any public gathering spaces, once the conceptual design is completed it would go before HP Commission for a Certificate of Appropriateness.

Permission to hire Paige Barthel as a summer intern for Historic Preservation Office – Exhibit D

Mr. Kuchenbecker stated Ms. Barthel is a current student at SDSU studying for a history Major. Ms. Barthel has applied for an internship. The intern would be a temporary position for the summer with the focus on researching the history of one of Deadwood's vices – prostitution and the houses of ill fame. ***It was moved by Ms. Posey and seconded by Mr. Blair to approve hiring Paige Barthel as an intern beginning May 7, 2018 at a rate of \$9.20 per hour pending necessary pre-drug screening requirements per City of Deadwood policies. Aye – All. Motion carried.***

Western Heritage Center – Exhibit E

Mr. Kuchenbecker stated the Western Heritage Center is requesting an extension of their Outside of Deadwood Grant for the Crow Creek School Roof Project. ***It was moved by Mr. Blair and seconded by Ms. Ochse to grant an extension to the Western Heritage Center for work on the Crow Creek School Roof until June 1, 2018. Aye – All. Motion carried.***

#### **New Matters before the Deadwood Historic District Commission**

##### **New Matters before the Deadwood Historic Preservation Commission**

PA H1807 – James Pontius – 118 Charles Street — Roof Repairs – Exhibit F

Mr. Kuchenbecker stated this is a contributing structure built in c1890. The Applicant is requesting permission to re-deck and shingle the house with asphalt shingles. The applicant is also putting in a new furnace. 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 of Historic Districts or the Deadwood National Historic Landmark District. ***It was moved by Ms. Posey and seconded by Ms. Ochse based upon all the evidence presented, I find 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 grant a project approval. Aye – All. Motion carried.***

PA 1808 John Walsh – 476 Williams – Repair Drainage/Steps – Exhibit G

Mr. Kuchenbecker stated the applicant is requesting project approval for work at 476 Williams, a contributing structure located in the City Creek Planning Unit, constructed circa 1895. The applicant wants to repair the steps that were damaged due to a drainage issue and repair the drainage issue. ***It was moved by Ms. Posey and seconded by Ms. Ochse based upon all the evidence presented, I find 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 grant a project approval. Aye – All. Motion carried.***

PA 1809 Brady & Destiny Maynard – 4 Harrison – Replace Soffit and Fascia – Exhibit H

Mr. Kuchenbecker stated the applicant has submitted an application for project approval for work at 4 Harrison, a non-contributing structure located in the Ingleside Planning Unit. The applicant is requesting permission to replace the soffit and fascia on the roof. The replacement material will be in-kind with wood soffit and fascia. ***It was moved by Ms. Ochse and seconded by Ms. Posey based upon all the evidence presented, I find 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 grant a project approval. Aye – All. Motion carried.***

PA H1810 Martin Gaspers – 374 Williams – Repair Windows – Exhibit I



Mr. Kuchenbecker stated the applicant has submitted an application for project approval for work at 374 Williams, a contributing structure located in the Forest Hill Planning Unit. The applicant is requesting permission to repair the windows. The project also includes the removal of a French door at the rear portion of the resource which is under the back porch. ***It was moved by Mr. Toews and seconded by Ms. Posey based upon all the evidence presented, I find 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 grant a project approval. Aye – All. Motion carried.***

#### **Items from Citizens not on Agenda**

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

Mr. Kuchenbecker stated Mike Runge has submitted a report on the activities under the archives. He is working on a variety of collections, CPAW, Interpretive Panels, Wild Bill Travel Exhibit and a kid's map. Bonny and Meghan have been busy entering grants into the Foundant program. They are currently working on the Outside of Deadwood Grants. The bid opening was yesterday for the Pavilion/parking lot project. There were seven bidders with quotes ranging from approximately \$420,000 to \$580,000. The City Commission will be voting on this matter at their Monday meeting. The Historic Preservation Officer has been developing with Deadwood Alive the possibilities of having a stagecoach operating on Historic Main Street this summer Monday through Saturday. It would travel up Main Street from the History & Information Center to the Welcome Center and back. Funding to help underwrite this project may come from the newly formed BID 8. Adams House opens April 3. Deadwood History is also hosting a Brewzium event featuring Con Stapleton and Calamity Jane. There will be samples from Crow Peak Brewing.

#### **Committee Reports:**

Ms. Ochse encourages everyone to attend the Visioning meetings.

Mr. Blair stated the building across from Pat Moleman's, if Mr. Sabo can't finish it we need to take it over. Mr. Kuchenbecker stated a letter was sent to Mr. Sabo and he stated he would be back this spring to work on the building. Mr. Namminga stated the one across from Taco Johns isn't any better. It has been empty for years. Mr. Toews stated this is what people see when they come to town. This street is the gateway into the city. There are a beautiful bunch of houses and there are a few eye soars in there. This distracts for the historic buildings we have. Mr. Blair stated if we are funding these projects we need to withhold 10%. Mr. Kuchenbecker stated we do.

Mr. Ruth Jr. stated Deadwood Alive lost one of their actors Mark Anderson who played Judge Kuykendall. His service was yesterday and it was well attended.

Chair Johnson read a thank you letter from Western Studies at Augie for funding.

The Historic Preservation Commission Meeting adjourned at 5:34 p.m.

ATTEST:

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Chairman, Historic Preservation Commission  
*Bonny Anfinson, Historic Preservation Office/Recording Secretary*



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"*

# EXHIBIT A

Kevin Kuchenbecker  
Historic Preservation Officer  
Telephone (605) 578-2082

## MEMORANDUM

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**Date:** April 6, 2018  
**To:** Deadwood Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
Bonny Anfinson, Program Coordinator  
**Re:** Historic Preservation Program Grant Extensions

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The following Historic Preservation Program applicants are requesting an extension of their Grant. Staff's recommendation follows for the extension request.

- **Jill & Todd Weber .....562 Williams Street ..... Foundation/Siding/Windows Programs**  
*The grant expires on 04/13/18. The applicant has a contractor working on the rear foundation of the house which has been a huge task as slough has been collecting along the foundation and back wall of the structure. This will fix a major drainage issue which needs repaired before moving on to the siding and windows and doors. Staff recommends extending the grant for six months which will expire 10/13/18.*
- **Joe & Julie Opheim .....26 Freemont Street ..... Foundation/Siding/Windows Programs**  
*The grant expires on 04/11/18. The applicant is currently working on the structure. Funds are being expended for materials and the applicants are doing the labor themselves. Staff recommends extending the grant for six months which will expire 10/11/18.*

## Bonny Anfinson

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**From:** The Lucky Horse Wholesale <theluckyhorsellc@gmail.com>  
**Sent:** Wednesday, April 4, 2018 1:18 PM  
**To:** Bonny Anfinson  
**Subject:** Re: Grant Extensions

Hi Bonnie,

Yes, please put us in for the extension- we are still working on the house and will be through summer.

Please let us know what else we need to do. Thank you!

Best Regards,

Jill and Todd Weber  
The Lucky Horse  
[www.The-Lucky-Horse.com](http://www.The-Lucky-Horse.com)  
[Order@The-Lucky-Horse.com](mailto:Order@The-Lucky-Horse.com)  
(702) 580-8526  
Fax (702) 666-0360  
Las Vegas, NV

All horseshoes sales benefit:

Shiloh Horse Rescue  
The Shiloh Charitable Trust  
[www.shilohhorserescue.com](http://www.shilohhorserescue.com)  
A 501(c)(3) non profit

Best Regards,

Jill and Todd Weber  
The Lucky Horse  
[www.The-Lucky-Horse.com](http://www.The-Lucky-Horse.com)  
[Order@The-Lucky-Horse.com](mailto:Order@The-Lucky-Horse.com)  
(702) 580-8526  
Fax (702) 666-0360  
Las Vegas, NV

All horseshoes sales benefit:

Shiloh Horse Rescue  
The Shiloh Charitable Trust  
[www.shilohhorserescue.com](http://www.shilohhorserescue.com)  
A 501(c)(3) non profit

On Apr 4, 2018, at 11:32 AM, Bonny Anfinson <[Bonny@cityofdeadwood.com](mailto:Bonny@cityofdeadwood.com)> wrote:

Hello Jill and Todd,

I am updating the grant programs and see your Foundation, Siding and Wood Windows and Doors grants expire this month. I know you have an ongoing project. I am recommending a six month extension for all of your grants. This would get you through October. Hopefully you can make some headway on your house. I just need a yes or no from you. Have a wonderful day!!

Bonny Anfinson  
Program Coordinator  
City of Deadwood  
Planning, Zoning and Historic Preservation  
108 Sherman Street  
Deadwood, SD 57732  
(605) 578-2082  
Please like HP on <[image001.gif](#)>!!!



795 MAIN STREET  
DEADWOOD, SD 57732  
605-578-1401



330 E. Anamosa  
Rapid City, SD 57701  
605-923-6007

## MEMORANDUM

# EXHIBIT B

**Date:** April 11<sup>th</sup>, 2018  
**To:** Deadwood Historic Preservation Commission  
**From:** Mike Walker, NeighborWorks, DHR  
**Re:** Historic Preservation Loan Request(s) (1 page)

The following Historic Preservation Loan Requests were reviewed by NeighborWorks and the Historic Preservation Loan Committee. The Loan Committee's recommendation follows each of the loan requests. For further information please review the individual loan requests.

- Fairmont Hotel Corp/Ron Russo – 628 Main– Request for a partial lien Release

*The borrower is requesting a partial Lien Release*

*This loan request was reviewed by Loan Committee: favorable comments were **NOT** received.*

- Robin Gorder – 3 Rodenhaus– Request to Forgive

*The HP Loan Committee is recommending that the Retaining Wall loan be forgiven*

*This loan request was reviewed by Loan Committee: favorable comments were received.*

To be submitted to Historic Preservation Commission 4/11/2018

## Request for Partial Lien Release (Continued from 3/28/2018 HPC Meeting)

DATE: 4/04/2018

APPLICANT: Fairmont Hotel Corp. (Ronald Russo)

PROPERTY ADDRESS: 628 Main

LOAN AMOUNT: \$265,691.95 (Combined Balances)

INTEREST RATE: 0 to 5%

PAYMENT AMOUNT: NA

PURPOSE: NA

SECURITY: 2<sup>nd</sup> mortgage

Historic Preservation  
Commission

### ACTION

- ☐ Approved
- ☐ Denied
- ☐ Continued

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

Signed: \_\_\_\_\_

### UNDERWRITER'S REVIEW:

Ronald Russo is requesting a partial lien release. Currently the collateral includes The Fairmont Hotel & Oyster Bay located at 628 Main St (Owned by the Fairmont Hotel Corp) as well as the parking lots C, D, E, F, G and H (owned by Ronald Russo). He is asking for a partial lien release to remove the parking lots from the loans. The last appraisal in 2008 showed the combined property having an estimated value of \$1,750,000 with the majority of value in the buildings with an estimated value of \$1,350,000.

### UNDERWRITER'S RECOMMENDATION:

As requested by the HP Loan Committee, the value of the property and the applicant's financial statements and tax returns were reviewed as part of this request and the value of the property does support the request as presented. This request did not receive favorable request from the loan committee so Ron Russo submitted his request in person to the full commission on 3/28/2018. The HP Commission asked for Ron to show proof that the first mortgage lender was approving the request and to continue the topic at the next meeting. Ron has submitted proof that FIB the First Mortgage Lender has approved the partial lien release. So my recommendation would be to allow the partial lien release as requested and require the borrower to pay for recording fees for recording of the release.

**This request was reviewed by Loan Committee: favorable comments were NOT received.**

To be submitted to Historic Preservation Commission 4.11.2018

## Request to Forgive Retaining Wall Loan HPRWGORD0

DATE: 4.11.2018

APPLICANT: Robin Gorder & James Gregory

PROPERTY ADDRESS: 3 Rodenhaus

LOAN AMOUNT: \$14,682.49 (including late fees)

INTEREST RATE: 0%

PAYMENT AMOUNT: \$110.81 for 180 mos.

PURPOSE: Retaining Wall

SECURITY: 2<sup>nd</sup> mortgage

Historic Preservation  
Commission

### ACTION

- ☐ Approved
- ☐ Denied
- ☐ Continued

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

Signed: \_\_\_\_\_

### UNDERWRITER'S REVIEW:

This loan was in dispute as the retaining wall was built on the neighbor's side of the property line and not on the borrower's side of the property line as the result of a survey issue. After careful consideration of all of the facts including consultation with the City Attorney, the HP Loan Committee is recommending that this loan be forgiven. This would include forgiving the principal balance of \$13,502.49 plus waiving late fees and penalties etc. for a total pay off of \$14,682.49 as of 4/11/2018.

### UNDERWRITER'S RECOMMENDATION:

I support the loan committees recommendation due to the unique circumstance of the situation and since all other reasonable options have been exhausted at this time.

**This loan request was reviewed by Loan Committee: favorable comments were received.**



Prepared by:  
First Interstate Bank  
152 Sherman Street  
Deadwood, SD 57732  
Ph: (605)-578-1792



Doc #: 2018-01552  
Date: 04/03/2018 09:56:00  
Sheree L. Green  
Register of Deeds  
Lawrence Co. - Fee \$30.00

## PARTIAL RELEASE OF MORTGAGE

THIS INDENTURE, made this 6th day of March, 2018 between First Interstate Bank, party of the first part, and The Fairmont Hotel Corporation AKA Fairmont Hotel Corporation and Ronald J Russo, party of the second part WITNESSETH, Whereas, on the 10th day of December, 2003 made, executed and delivered to First Interstate Bank a mortgage, dated on that day, upon certain premises there described; which mortgage was on the 22nd day of December, 2003 at 13 o'clock 29 minutes P.M., duly recorded in the office of Register of Deeds, in and for the County of Lawrence and State of South Dakota in Doc. No. 2003-8682 on page 1 of 13.


AND WHEREAS, the party of the first part, at the request of the party of the second part, has agreed to give up and surrender so much of said mortgaged premises as are hereinafter described, and to hold and retain the residue of said mortgaged premises as security for the money remaining due on said mortgage.

NOW, THIS INDENTURE WITNESSETH, that the said party of the first part, in pursuance of said agreement, and in consideration of the sum of \$1.00 the receipt whereof is hereby acknowledged, does hereby release and discharge from the lien and operation of said mortgage the following of said mortgaged premises, viz.

**PARCEL 2 - LOTS C,D,E,F,G AND H, ALL IN BLOCK H OF THE CITY OF DEADWOOD, ACCORDING TO PLAT FILED IN PLAT BOOK 4, PAGE 43, LAWRENCE COUNTY REGISTER OF DEEDS RECORDS, LAWRENCE COUNTY, SOUTH DAKOTA.**

TO HAVE AND TO HOLD, the hereby released premises unto the said party of the second part, free, clear, and forever discharged from all lien and claim under said mortgage, without prejudice to the rights of the party of the first part in and to the remainder of said mortgaged premises.

IN TESTIMONY WHEREOF, the said party of the first part has hereunto set hand and seal the day and year first above written.

  
Casey Derflinger, President  
First Interstate Bank  
Deadwood, SD 57732

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

On this 6th day of March, 2018, before me, the undersigned officer, personally appeared Casey Derflinger, President, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged that he executed the same for the purposes therein contained.

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



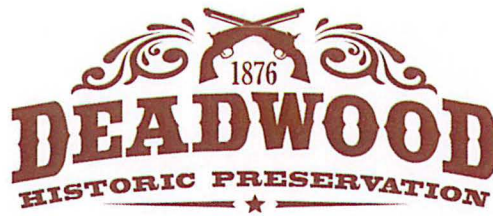
Melissa Kruzel  
Notary Public

My Commission Expires  
August 22, 2020

My Commission Expires:



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



# EXHIBIT C

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

## MEMORANDUM

---

**Date:** April 11, 2018  
**To:** Deadwood Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 2018 Scholarship Award

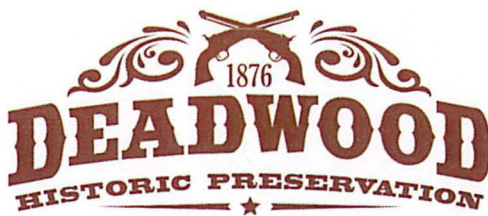
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The Projects Committee met on April 4, 2018 and reviewed eleven 2018 Scholarship Award Applications. After serious review and consideration the committee selected two recipients for the \$1,000 Scholarships, Wyatt Michael Duane Hess and Carolyn Groeger and one recipient for a \$500 Scholarship, Stewart Job.

The Projects Committee recommends approval of the three students for the 2018 Scholarship Award.

**Recommended Motion:** *Approve the applications from Wyatt Michael Duane Hess and Carolyn Groeger in the amount of \$1,000 each and Stewart Job in the amount of \$500 for the 2018 Scholarship Fund.*





## MEMORANDUM

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**Date:** April 11, 2018  
**To:** Deadwood Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** ArcGIS GeoEvent Server – Trolley Tracker Project

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The Planning and Preservation Offices along with the Parking & Transportation Committee desire to create an on-line map in real-time for the Trolley service to better serve our visitors and to allow for better decision making and management of this asset. This is possible with ArcGIS GeoEvent Server Extension to our existing programs which would allow the City to track dynamic assets that are constantly changing location such as vehicles, trolleys, and city equipment. In addition, it will provide real-time situational awareness for coordinated field activities.

This extension will allow us to connect to a streaming data feed and show the latest information or location of these assets (i.e. Trolleys) as it occurs. GeoEvent Server includes connectors for common data streams including in-vehicle GPS devices as well as social media providers allowing not only better management but for the general public a real-time location of the trolleys.

When locations change, patterns of interest are detected, or specified criteria are met, the program can automatically and simultaneously send alerts to key personnel, update the map, append a database, and interact with other enterprise systems. Alerts can be sent across multiple channels such as e-mails, texts, and instant messages to those who need them, wherever they need them.

The first project with the GeoEvent Server will be dubbed the Trolley Tracker with both a public and private access point. The public side will allow residents and visitors to track the trolley(s) on their route via mobile and desktop devices. The private portal will allow staff to monitor activities such as if a trolley is off route or if a stop is too long or too short thus increasing the efficiency of the system.

To launch this system it will require services from both Esri as well as Ferber Engineering Company, Inc. The ArcGIS GeoEvent Server Solution package from Esri will provide a combination of software and professional services of a one-time setup cost of \$14,000.00 and an annual fee of \$5,000.00. It is also our

desire to have Ferber Engineering Company Inc. on a retainer to assist with GIS technical services at a cost not to exceed \$20,000.00. Ferber's services will also allow us to migrate to ArcGIS Pro and develop several story boards.

**Recommended Motion:** *Move to approve the purchase and launch of the ArcGIS GeoEvent Server in the amount of \$19,000.00 through Esri and the professional services with Ferber Engineering Company, Inc. for development, training and technical services on a retainer at a cost not to exceed \$20,000.00.*

*Historic Preservation's share would be \$14,000.00 under GIS and Public Education line items.*

*Parking & Transportation's share would be \$25,000.00.*



April 4<sup>th</sup>, 2018

Tom Kruzel  
Transportation and Facilities Director  
City of Deadwood  
102 Sherman St.  
Deadwood, SD 57732

RE: ArcGIS for Trolley Tracker

Tom,

Thank you for your interest in Esri and working with us to finalize the proposed plan for the Trolley Tracker solution with ArcGIS. While this project is very exciting to work with you all on, this project also exemplifies the relationship of having an Esri Business Partner that will provide the City of Deadwood with the solution needed to successfully implement the Trolley Tracker.

As the City of Deadwood moves forward with the ArcGIS Platform, it is important to build a solid foundation of technology, knowledge, and support for the system. We have considered the City of Deadwood's current GIS environment, training, and the necessary steps to offer a solution that will best support the Trolley Tracker's real-time modern GIS environment.

The ArcGIS GeoEvent Server Solution package includes a combination of software and professional services to meet these needs as you have requested. This includes the implementation of our software through a 3-day on-site support from Esri to establish the real-time connection in addition to the configuration of a public facing map and apps as we discussed in the meeting.

To best support the City of Deadwood's future project plans and backing, it is recommended by Esri to leverage our Business Partner program by inviting Ferber Engineering to assist Esri in the process and to meet the expectations of the City by the training and services they provide. Not to mention, to support personnel through "shoulder to shoulder" support through key workflows to ensure the City of Deadwood is being supported when needed. Our business partners not only support the Esri vision, but also willing to develop long term relationships as being a trusted advisor to your organization.



Additional details regarding the Trolley Tracker solution package for the City of Deadwood, technical action items, recommendations and quotes are attached.

## ArcGIS for Trolley Tracker

### **Software**

The solution includes Esri core software to support an organization environment that meets the current needs for the Trolley Tracker. The software solution will allow for the complete deployment of a real-time tracking that supports real-time feeds, operation dashboards, and constituent engagement.

One important item that will need to get taken care of during this implementation is combining the ArcGIS Server Basic and the Server Workgroup Standard, at no cost, to put in place the ArcGIS Enterprise Standard. This will be important during the implementation process and recommended.

The software licenses included in the proposal are as follows:

- (1) ArcGIS GeoEvent Server
- (1) ArcGIS Enterprise Standard 4 core

### **Training**

It has been recommended but due to the demand of the project this will be revisited on a later date; therefore, no quote given.

### **Professional Services**

A key piece of this solution includes the ArcGIS GeoEvent Server Jumpstart Package (3 days on-site). The GeoEvent Server Jumpstart Package is a short-term, high-impact service that provides knowledge transfer, best practices and consulting support to assist with implementing ArcGIS GeoEvent Server faster and allows the City of Deadwood to become self-sufficient with the Esri technology. Both Ferber Engineering and Esri will be on-site during these 3 days to install one instance of ArcGIS GeoEvent Server and the ArcGIS Spatiotemporal Big Data Store and support configuration for an out-of-the-box (OOTB) GeoEvent connector by one Esri consultant.

The estimated total cost from Esri for the Trolley Tracking Solution is: \$19,00.00.

### **Hardware**

It is also recommended that the City of Deadwood should look at the product page (see attached pdf) for the AVL hardware. It is the Cal/Amp LMU-3035. The cost, which is not included to the proposal, is roughly \$200 per vehicle and connect directly to the OBD2 port on the vehicles. This would provide various reporting

from the engine/vehicle as well as driver behavior with a 4-5 second refresh ratio. The other need would also be to arrange the cellular service for this solution.

Thank you again for the opportunity to work with you on our solution that supports your office and the current goals and objectives that are in place. Should you or others at the office have any questions, please feel free to contact me. We look forward to helping you get started very soon.

Sincerely,

**Joe Araiza | Account Manager**

Esri | 221 North LaSalle Street, Suite 863 | Chicago, IL 60601 | USA

T: 312-609-0966 ext. 5383 | M: 224-355-8351 | [jaraiza@esri.com](mailto:jaraiza@esri.com) | [esri.com](http://esri.com)

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Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: 909-793-2853 Fax: 909-307-3049  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of  
this quotation to your purchase order.*  
**Quote is valid from: 03/07/2018 To: 06/05/2018**

## Quotation # 20524957

Date: March 7, 2018

Customer # 272559 Contract #

City of Deadwood  
Planning & Preservation Office  
102 Sherman St  
Deadwood, SD 57732

ATTENTION: robert "bob" Nelson  
PHONE: 605-578-2082  
FAX:

Material	Qty	Description	Unit Price	Total
160474	1	ArcGIS GeoEvent Server (Windows) Up to Four Cores License	0.00	0.00
158230	1	The ArcGIS GeoEvent Server Jumpstart services package provides up to 3 days of on-site installation support for one instance of ArcGIS GeoEvent Server and the ArcGIS Spatiotemporal Big Data Store and configuration support for a GeoEvent Connector by one Esri consultant. Once the connector is configured the GeoEvent data flow will be tested and a web app template or operations dashboard view will be configured to display the GeoEvent data. During this engagement, it is anticipated that the Esri technical consultant will also conduct knowledge transfer on the following standard topics: Using GeoEvent Manager, Using the ArcGIS Spatiotemporal Big Data Store, Creating and configuring GeoEvent service components, Working with Filters, Geofences and Processors, Working with Field Calculator, Field Mapper, and Incident Detector, Working with Stream Services. A pre-visit questionnaire will be provided prior to the on-site engagement to collect information on the customers current ArcGIS implementation. Topics outside the scope of the ArcGIS GeoEvent Server Jumpstart include but are not limited to: Installation and configuration of ArcGIS Enterprise, Development of a Custom GeoEvent Connector, Application Development. The price includes airfare, hotel, car rental, per diem, and other direct costs. On-site support will be provided at a mutually agreed upon customer location during one trip within the United States on consecutive business days during a single work week. By purchasing this service, the customer agrees to Services Packages Terms and Conditions (G-363-D Addendum) which shall take precedence over any other terms and the customer's purchase order. If not attached, these Terms and Conditions can be viewed on the web at <a href="http://www.Esri.com/legal/service-agreements.html">http://www.Esri.com/legal/service-agreements.html</a> . This services package requires the customer to prepare for Esri's visit. The preparation requirements are outlined at <a href="http://www.Esri.com/legal/service-agreements.html">http://www.Esri.com/legal/service-agreements.html</a> and all services will be provided in accordance with the requirements and assumptions provided therein. Scheduling will be based on resource availability.	14,000.00	14,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:** Joe Araiza

**Email:** [jaraiza@esri.com](mailto:jaraiza@esri.com)

**Phone:** 312-609-0966 x5383

The items on this quotation are subject to and governed by the terms of this quotation and of your signed agreement with Esri, if applicable, and the most current product specific scope of use document found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e300.pdf>. If no such agreement covers any item, then Esri's standard terms and conditions, and current product specific scope of use, found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri). Delivery is FOB Origin.

***If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076***





Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: 909-793-2853 Fax: 909-307-3049  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

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*Quote is valid from: 03/07/2018 To: 06/05/2018*

## Quotation # 20524957

Date: March 7, 2018

Customer # 272559 Contract #

City of Deadwood  
Planning & Preservation Office  
102 Sherman St  
Deadwood, SD 57732

ATTENTION: robert "bob" Nelson

PHONE: 605-578-2082

FAX:

Material	Qty	Description	Unit Price	Total
161337	1	ArcGIS GeoEvent Server Up to Four Cores Maintenance "Year One Maintenance"	5,000.00	5,000.00
			Item Total:	19,000.00
			Subtotal:	19,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$19,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Joe Araiza

Email: [jaraiza@esri.com](mailto:jaraiza@esri.com)

Phone: 312-609-0966 x5383

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Date: March 7, 2018

Customer # 272559 Contract #

City of Deadwood  
Planning & Preservation Office  
102 Sherman St  
Deadwood, SD 57732

ATTENTION: robert "bob" Nelson  
PHONE: 605-578-2082  
FAX:

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$\_\_\_\_\_, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

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Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

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For questions contact: Joe Araiza

Email: [jaraiza@esri.com](mailto:jaraiza@esri.com)

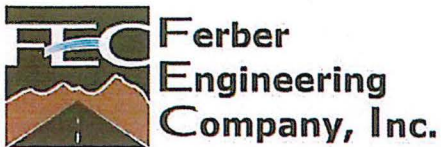
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ARAIAZAJ





April 3, 2018

Mr. Kevin Kuchenbecker  
City of Deadwood – Historic Preservation  
108 Sherman Street  
Deadwood, SD 57732  
via email: [kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

**Re: City of Deadwood GIS Technical Services Retainer**

Dear Kevin,

The City of Deadwood has utilized Geographic Information System (GIS) technology for nearly two decades to assist with managing many of the City's assets and operations. Over time, significant advancements in technology have only enhanced and broadened the opportunities GIS presents for improving operational efficiency and organizational awareness. It is our understanding that the City of Deadwood is seeking to further develop their GIS capabilities to continue leveraging the investment they have made in GIS technology. As such, there are several tasks that City of Deadwood personnel need some technical assistance with. This proposal will serve as a GIS Professional Technical Services retainer for tasks to be performed on a time and materials basis in accordance with our current Schedule of Charges (attached) not to exceed \$20,000.00

It is anticipated that requested tasks will include but not be limited to:

1. IT infrastructure upgrades in the Amazon cloud to support the Trolley Tracker Project;
2. Trolley tracker mobile application development;
3. GIS data organization and database design;
4. Workstation software upgrades;
5. Mobile data collection setup and/or training;
6. Storymap development and/or training;
7. Database maintenance; and
8. ArcGIS Online/ArcGIS Pro development and/or training.

The above-named tasks will be completed in the order directed by city of Deadwood staff and includes labor and transportation only. Equipment and software/licensing will be provided by the City of Deadwood.

Thank you for the opportunity to provide this proposal for professional GIS technical services. If you have any questions, comments or believe that any of the assumptions we have made should be modified please call 605-343-3311.

Sincerely,  
Ferber Engineering Company, Inc.

A handwritten signature in black ink that reads 'Linda M. Foster'.

Linda M. Foster, PLS, GISP  
Senior Project Manager – Geospatial

Enclosures: as noted





- Civil Engineering
- Geospatial Solutions
- Water Resources
- Transportation
- Land Surveying

729 East Watertown St. Rapid City, SD 57701 ~ Phone: (605) 343-3311

## **AUTHORIZATION AND AGREEMENT FOR SERVICES**

*This Agreement represents the entire and integrated agreement between the CLIENT and the CONSULTANT covering services herein and supersedes any prior negotiations, representations, or agreements therefore, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and CONSULTANT. All services will be performed in accordance with the CONSULTANTS General Terms and Conditions attached hereto.*

### **CLIENT INFORMATION:**

Client Name: Deadwood - Historic Preservation Phone: 650-578-2082 FAX: 605-578-2084  
Billing Address: 108 Sherman Street  
City: Deadwood State: SD ZIP: 57732  
Contact Person (if different than Client): Kevin Kuchenbecker Title: Historic Preservation Officer

### **PROJECT INFORMATION:**

Project Name: GIS Technical Services  
Project Location: Deadwood, SD / Amazon Web Services  
Legal Description: N/A

Description of Work: GIS technical services as outlined in the attached proposal letter dated April 3, 2018.

Estimated Completion Date: Ongoing

### **BILLING ARRANGEMENTS:**

Invoices will be sent monthly. Work will be billed on a time and materials basis in accordance with FEC's current Schedule of Charges. The 2018 Schedule of Charges is included in the attached proposal.

*IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement as of the date and year noted.*

### **SIGNATURES:**

CLIENT (Person Responsible for Payment)

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

CONSULTANT (FERBER ENGINEERING COMPANY, INC.)

Date: 4/3/18





• Civil Engineering  
• Geospatial Solutions  
• Water Resources  
• Transportation  
• Land Surveying  
729 East Watertown St., Rapid City, SD 57701 • Phone: (605) 343-1311

### GENERAL TERMS AND CONDITIONS

1. Ferber Engineering Company, Inc., herein referred to as FEC, will bill the Client monthly with net payment due in thirty (30) days. Past due balances will be subject to a service charge at a rate of 1.5% per month. In addition, FEC may, after giving seven (7) days notice, suspend service under any agreement until the Client has paid in full all amounts due for services rendered and expenses incurred, including service charges for past due invoices.
2. The stated fees and scope of services constitute our best estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. FEC will promptly inform the Client in writing of such situations so that changes in this agreement can be renegotiated.
3. Costs and schedule commitments shall be subject to renegotiation for delays caused by the Client's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts or regulations of any governmental agency. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
4. FEC will maintain insurance coverage for: Workers Compensation, General Liability, Professional Liability, and Automobile Liability. FEC will provide specific limits upon request. If the Client requires coverage's or limits in addition to those in effect as of the date of the agreement, the Client shall pay premiums for additional insurance.
5. The risk involved in this project, has been allocated such that Client agrees that FEC's total liability to Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed the greater of the total amount of our fee or our insurance coverage. Such causes include but are not limited to: design professional's negligent acts, errors or omissions, strict liability, breach of contract, or breach of implied or express warranty.
6. It is acknowledged by both parties that FEC's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event FEC or any other party encounters asbestos or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of FEC's services, FEC may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.
7. The Client agrees to provide such legal, accounting, and insurance counseling services as may be required for the project.
8. Termination of this agreement by the Client or FEC shall be effective upon seven (7) days written notice to the other party. The written notice shall include the reasons and details for termination. FEC will prepare a final invoice showing all charges incurred through the date of the termination. Payment is due as stated in Paragraph 1. If the Client violates any of the agreements entered into between FEC and the Client or if the Client fails to carry out any of the duties contained in these terms and conditions, Ferber may upon seven (7) days written notice, suspend services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of FEC.
9. All documents including Drawings and Specifications provided or furnished by FEC pursuant to this Agreement are instruments of service in respect of the Project and FEC shall retain an ownership therein. Reuse of any documents pertaining to this project by the Client on extensions of this project or on any other project shall be at the Client's risk. The Client agrees to defend, indemnify, and hold harmless FEC from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the Client or by others acting through the Client.
10. FEC will endeavor to provide all services in accordance with generally accepted professional practices. FEC will not provide or offer to provide services inconsistent with or contrary to such practices nor make any warranty or guarantee, expressed or implied, nor to have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, FEC will not accept those terms and conditions offered by the Client in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly accepted in

Effective Date – March 7, 2014





- Civil Engineering
- Geospatial Solutions
- Water Resources
- Transportation
- Land Surveying

729 East Watertown St., Rapid City, SD 57701 ~ Phone: (605) 343-3311

writing. Written acknowledgement of receipt of the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

11. FEC intends to serve as the Client's professional representative for those services as defined in this agreement and to provide advice and consultation to the Client as a professional. Any opinions of probable project cost, approvals, and other decisions made by FEC for the Client are rendered on the basis of experience and qualifications and represent FEC's professional judgment.
12. This agreement shall not be construed as giving FEC the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.





- Civil Engineering
  - Geospatial Solutions
    - Water Resources
      - Transportation
        - Land Surveying

## **EXHIBIT A**

### **2018 SCHEDULE OF CHARGES**

<b><u>EMPLOYEE CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Principal Professional Engineer	\$135.00
Principal Professional Engineer/Professional Land Surveyor	\$135.00
GIS Professional/Professional Land Surveyor	\$115.00
Professional Engineer III	\$115.00
Professional Engineer II	\$95.00
Professional Engineer I	\$90.00
Graduate Engineer III	\$80.00
Graduate Engineer II	\$70.00
Graduate Engineer I	\$65.00
Senior Technician	\$95.00
Technician III	\$80.00
Technician II	\$65.00
Technician I	\$55.00
Drafter II	\$80.00
Drafter I	\$65.00
Administrative	\$80.00
Clerical	\$55.00
Mileage	\$ 0.545

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

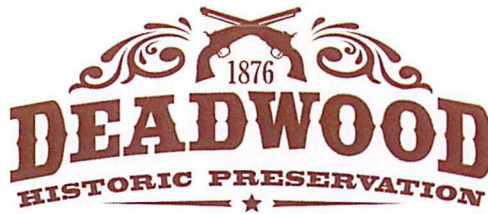


EXHIBIT E

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

## MEMORANDUM

---

**Date:** April 11, 2018  
**To:** Deadwood Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Quote for Cigarette Ash Urns

---

The Main Street Initiative Design Committee along with the Historic Preservation Commission is working in tandem on the overall beautification of Historic Main Street and the National Historic Landmark District. One issue noticed on Main Street is large amount of cigarette butts on the sidewalk and in public spaces. A solution to this is the installation of ash urns.

The Historic Preservation Office is requesting to utilize bench and trash receptacle funds from the 2018 Historic Preservation Budget to purchase four cigarette ash urns from Victor Stanley. The urns will be placed on Main Street at the Silverado, Saloon No. 10, Bodega, and the Smoke Shop. The cost is \$624 per urn and \$375 for shipping for a total of \$2,871.00. These urns match the existing trash receptacles and are the same style and supplier for the urns installed at the Deadwood Welcome Center and History & Information Center last summer.

**Recommended Motion:** *Move to approve the purchase of cigarette ash urns from Victor Stanley for a total cost not to exceed \$2,871.00.*

Prepared by:  
Quentin L. Riggins  
Gunderson, Palmer, Nelson & Ashmore, LLP  
P.O. Box 8045  
Rapid City, SD 57709-8045  
(605) 342-1078

## EASEMENT AGREEMENT

Harley Kirwin, owner of the building located at 669 Main Street, Deadwood, South Dakota, which is described as follows:

Lot Two (2) and Lot C, Block 18, Original Town, City of Deadwood, according to the P.L. Rogers map thereof

Subject to easements of record.

hereby grants and conveys to the City of Deadwood and Deadwood Historic Preservation Commission, whose address is 102 Sherman Street, Deadwood, South Dakota 57732, Grantees, an easement for the purpose of allowing Grantees to repair and re-install the historic Spot Liquor Store "Tootsie" neon lighted sign on the roof of the building or structure at the above-described location. In consideration for the grant of this easement, the Grantees agree to repair any damage to the existing roof caused by the current placement of the "Tootsie" sign. Further, Grantees shall be responsible for and pay all costs incurred in connection with installing the sign and all utility and electricity payments incurred in connection with the sign. Grantees will also compensate Grantor for any damages to the roof caused by removal of the sign in the event the sign must be removed and repaired in the future.

The term of this easement shall be for a period of ten (10) years, with such time period to be renewed automatically for an additional one (1) year, unless either of the parties gives the other written notice of non-renewal at least sixty (60) days prior to the termination of the original term of this lease or any renewal of the same.



Grantees agree to hold Harley Kirwin harmless from any and all liability for personal injury or property damage to any person or property incurred as a result of Grantees' installation and maintenance of the sign on the roof of the above-described structure. Further, Grantees agree to indemnify Harley Kirwin for any sums of money which they may have to pay for any person by reason of such personal injury or property damage.

This easement shall be binding upon the transferees, heirs, personal representatives and assigns of Harley Kirwin. Grantees may not assign this easement or any rights or obligations that they have under this easement without the prior express written consent of Harley Kirwin.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Harley Kirwin

STATE OF SOUTH DAKOTA       )  
  )SS  
COUNTY OF LAWRENCE       )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared Harley Kirwin, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that, he executed the same in the capacity and for the purposes therein contained.

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

(SEAL)

\_\_\_\_\_  
Notary Public – South Dakota  
My commission expires:

Dated this 3 day of April, 2018.

CITY OF DEADWOOD

By: Charles Turbiville  
Charles Turbiville  
Its: Mayor

STATE OF SOUTH DAKOTA     )  
  )SS  
COUNTY OF LAWRENCE     )

On this 3 day of April, 2018, before me, the undersigned officer, personally appeared Charles Turbiville, known to me or satisfactorily proven to be the Mayor of the City of Deadwood, whose name is subscribed to the foregoing instrument, and acknowledged that, being so authorized, he executed the same in the capacity and for the purposes therein contained.



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

Heidi Sargent (deputy auditor)  
Notary Public – South Dakota  
My commission expires: MY TERM EXPIRES  
MARCH 3, 2019

DEADWOOD HISTORIC PRESERVATION COMMISSION

By: Michael Johnson  
Michael Johnson  
Its: Chairman

STATE OF SOUTH DAKOTA     )  
  )SS  
COUNTY OF LAWRENCE     )

On this 6 day of April, 2018, before me, the undersigned officer, personally appeared Michael Johnson, known to me or satisfactorily proven to be the Chairman of Deadwood Historic Preservation Commission, whose name is subscribed to the foregoing instrument, and acknowledged that, being so authorized, he executed the same in the capacity and for the purposes therein contained.

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



Robin Lucero - Deputy Auditor  
Notary Public – South Dakota  
My commission expires: MY TERM EXPIRES  
MARCH 3, 2019