

## **DEADWOOD HISTORIC PRESERVATION COMMISSION**

**Wednesday, February 14, 2018 ~ 5:00 p.m.**

City Hall, 108 Sherman Street, Deadwood, South Dakota

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1. Call meeting to Order
2. Approval of HPC Meeting Minutes
  - a. January 23, 2018 Site Visit
  - b. January 24, 2018 Regular Meeting
3. Voucher Approval
4. Community Planning Assistance for Wildfire (CPAW) -- Grant Update -- Mike Runge/Bob Nelson, Jr.
5. HP Programs and Revolving Loan Program
  - a. HP Program Applications -- **Exhibit A**
    - i. Pauline West -- 79 Stewart St -- Elderly Resident Program
    - ii. Pauline West -- 79 Stewart St -- Siding Program
  - b. HP Program Grant Extension Request -- **Exhibit B**
    - i. Dave Akrop -- 98 Charles -- Elderly Resident Program
    - ii. Shirlene Joseph -- 771 Main -- Wood Windows and Doors Program
    - iii. Shirlene Joseph -- 771 Main -- Foundation Program
    - iv. Sylvia Trentz -- 57 Lincoln -- Foundation Program
    - v. Michael Johnson -- 8 Van Buren -- Foundation Program
    - vi. Michael Johnson -- 8 Van Buren -- Siding Program
    - vii. Michael Johnson -- 8 Van Buren -- Elderly Program
    - viii. Michael Johnson -- 8 Van Buren -- Wood Windows and Doors Program
  - c. Revolving Loan Program -- **Exhibit C**
    - i. Michael Johnson -- 8 Van Buren -- Extension Request
    - ii. Blake Haverberg -- 1, 3, 5 Burnham -- Extension Request
    - iii. Randy Johnson -- 95 Stewart -- Request of Forgive
    - iv. Tim Conrad -- 52 Lincoln -- Extension Request
6. Old or General Business
  - a. Main Street Initiative update
  - b. 2018 History Conference of the SD State Historical Society Funding Request -- **Exhibit D**
  - c. Contract Renewal for Marketing and Media Management -- Macro Vision, LLC -- **Exhibit E**
  - d. Cemetery Headstone Grant Application -- **Exhibit F**
  - e. 2018 Outside of Deadwood Grant Round 1 Funding Request -- **Exhibit G**
  - f. Mining History Association - Mining History Conference Sponsorship Request -- **Exhibit H**
  - g. Not-For-Profit Grant Request -- Masonic Temple -- **Exhibit I**
  - h. 610 Main Street -- Second Floor Restoration Project -- Wayne Morris -- **Exhibit J**
  - i. 2018 City of Deadwood Archives Projects -- Permission to enter into Agreements -- **Exhibit K**
  - j. Pine Street Archway Project -- **Exhibit L**
7. New Matters before the Deadwood Historic District Commission
8. New Matters before the Deadwood Historic Preservation Commission
  - a. PA H1803 -- Mike Gustifson -- First Gold -- Grading -- **Exhibit M**
9. Items from Citizens not on agenda (*Items considered but no action will be taken at this time.*)
10. Staff Report (*Items considered but no action will be taken at this time.*)
11. Committee Reports (*Items will be considered but no action will be taken at this time.*)
12. Other Business
13. 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**

**Wednesday, January 24, 2018 ~ 5:00 p.m.**

City Hall, 108 Sherman Street, Deadwood, South Dakota

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1. Call meeting to Order
2. Approval of HPC Meeting Minutes
  - a. January 10, 2018 Regular Meeting
3. Voucher Approval
4. HP Programs and Revolving Loan Program
5. Old or General Business
  - a. Main Street Initiative update
  - b. Discussion and review of First Gold site visit from 3:00 p.m. on January 23, 2018 – No action
  - c. Permission for Chair to sign Agreement for Administration of Deadwood Historic Preservation Revolving Loan and Grant Funds – Exhibit A
  - d. Permission for Chair to sign Second Amended Lease Agreement with Option to Purchase – Exhibit B
6. New Matters before the Deadwood Historic District Commission
7. New Matters before the Deadwood Historic Preservation Commission
  - a. PH H1801 – Earnest & Linda Fry – 51 Taylor – Move Front Door/Replace Back & Basement Doors/Install New Siding – Exhibit C
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.*

**City of Deadwood**  
**HISTORIC PRESERVATION COMMISSION**  
**Wednesday, January 24, 2018**

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

**Absent:**

**Present City Commission:** Dave Ruth, Jr.

**Present Staff:** Kevin Kuchenbecker, Historic Preservation Officer, Mike Walker, of NeighborWorks-Dakota Home Services, and Bonny Anfinson, Recording Secretary 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, January 24, 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:**

January 10, 2018 Regular Meeting

***It was moved by Ms. Ochse and seconded by Mr. Blair to approve the HPC minutes of Wednesday, January 10, 2018. Aye – All. Motion carried.***

**Voucher Approval:**

***It was moved by Mr. Toews and seconded by Ms. Posey to approve the HP Operating Account in the amount of \$42,722.01 with direction to hold the Masonic Temple payment until HP receives a copy of the report. 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. Ochse to approve HP Grant Fund disbursements in the amount of \$4,314.02, based on information as presented. Aye - All. Motion carried.***

**Revolving Loan Program/Disbursements**

Mike Walker, of NeighborWorks-Dakota Home Services, presented the delinquency report.

**Old or General Business:**

Main Street Initiative Update – Kevin Kuchenbecker – No Exhibit

Mr. Kuchenbecker updated the commission Main Street Initiative Committees:

- The Promotion Committee held the K-9 Keg Pull on January 20 and it was a success with 39 dogs participating and the street was lined with spectators. On February 5 the Gaming Commission will be meeting with the City Commission to establish a volunteer participation in Bid 8. This would be a \$2 room tax used for revitalization and establishment of the squares.
- Design Committee is ordering flowers for the pots on Main Street. Working on the bunting across Main Street and an archway between Wells Fargo and the Franklin.
- Economic Restructuring is working with the SDSU students and the students are planning a meeting with the building owners. Working on the dashboard of economic indicators.
- The Main Street Initiative Committee: Mr. Kuchenbecker handed out an organizational chart of the Main Street Initiative which lists projects that are complete and projects in progress.
- Organization Committee: Working on the development and establishment of Bid 9 in partnership with the Downtown Business Club.

**Discussion and review of First Gold site visit from 3:00 p.m. on January 23, 2018 – No Action**

Mr. Towey stated the site visit was centered on the west side, or back side of the building. There is a walking corridor that has never been graded. The sluff off the hill is about to overtop the roof in the walkway. The goal of this project is purely maintenance. The owner needs to be able to get equipment back in behind the structure. Realistically they only need a bobcat. Mr. Berg asked how much of the hill has to go to do that. Mr. Towey stated to get the bobcat back there they need to utilize the bigger equipment to bring down the hill. The preliminary plan shows moving about 9,000 yards of dirt. We thought everything would be contained behind the building. When you go in from the east you can't get anything back there but a bobcat. Not a lot of heights will change. There will be an open cut to make the path around. Forty to fifty feet on the east side and fifty or sixty on the west side. Mr. Berg asked how the open cut will look. Mr. Towey stated it will look the same way. Ms. Posey asked it if was sixteen feet. Mr. Towey stated yes. Plans are to build a flat path that is going to be sixteen feet wide. The wall will look the same as the other ones.

Mr. Towey stated one of the other things they are looking at is drainage. The water is building against the foundation. Mr. Blair asked what will be done with the sluff and what is carved out of the hill. Mr. Towey stated it is taken over to the hills site. Mr. Toews stated he agrees with the potential water problem, roof runoff, slope run off where earth is higher than water barriers; debris problem, earth falling on walkway roof; maintenance problem, regular mucking; don't want to unnecessarily remove more slope; slope remediation problematic, grouting and seeding; don't want to spend more money than necessary; minimize duration and size of disturbing parking lot. Mr. Toews stated things that are debatable are a sixteen foot wide driveway around the building is necessary; slope cuts proposed, the hill may take more slope than planned; mechanized solutions may not be the answer; annual mucking by machine vs by hand. Mr. Namminga stated you can do this a lot simpler and cheaper than tearing out the hill just to make it convenient to get a bobcat in there. There is a lot of equipment now that is smaller that can go behind the walk way. I can't see tearing a mountain down to make a roadway. Mr. Towey stated there is debris pushing against the building back there that is causing a water issue. Getting the material further away than eight feet would be better.

Mr. Toews would like to see if hydro seeding would work on the hill without any mediation. Mr. Blair stated he has hydro seeded an area at the camp ground. These hills are pretty steep. For the most part it has worked. Mr. Towey is not sure if you can get a hydro seeding truck back there to seed it. Mr. Anderson stated you can get hydro seed to spray that high. Mr. Kuchenbecker stated you have to put a bench up there and work your way down. So as you are working your way back down you can hydro seed. It could be an option.

Mr. Towey asked if they can take what they have been discussing and make a requirement of that and move forward. We really need to get behind the building. Mr. Toews stated I have a hard time seeing a big expenditure versus a small expenditure. It is a financial decision you will have to deal with. Blend this thing together so it looks addressed not just patched together. We will need to know how much hillside you expect to take down and find a way to not go beyond that. Ms. Posey asked if this project is eligible for a performance bond. Mr. Kuchenbecker stated he believes that is the case. Mr. Posey stated it would put some guarantees on what is done.

Ms. Ochse stated she has some comments from a historical perspective. The visitor survey came out this past week. This was completed by visitors in Deadwood. It points out almost 57% of the visitors came here for the history and only 2% came here for the gaming. History is now the draw for visitors. When you look at Deadwood as a Historic Landmark it is not just the cobble stone streets and the buildings it's the whole millue. It is a town building in a valley with mountains up above it. If we start chopping down those mountains we could lose our landmark status. It changes what the history of Deadwood is and how it looks. I agree with Mr. Toews. We can do something back there that doesn't involve taking sixteen feet back into the hill.

Mr. Namminga stated when the building was first built why weren't the engineers anticipating the sluffing issue. The Engineer should be held responsible. Whats to say the same thing isn't going to happen again after tearing into the hill. Mr. Towey stated staff has been getting back into those areas and cleaning them up. As to what the engineers did before I cannot answer. I've seen the original drawings and I know they go back a ways. Ms. Ochse stated she was on Historic Preservation back then and one of the things that was supposed to be done is hydro seed the whole hillside so this problem wouldn't occur.

Chair Johnson stated we cannot take any action on this matter tonight. Thank you for informing us and we appreciate the opportunity to view the structure. It helps put this into prospective as to what you are asking. Mr. Kuchenbecker stated the approval is in the hands of the applicant. Nothing has been formally submitted so there is no action to be taken. Once we receive the project approval it will be placed on the agenda. Mr. Towey thinks they can come up with a plan; grade the hill and hydro seed the whole hill. Even if I do all this we will still get shot down. Everyone is against taking dirt out of the hill. Mr. Toews reconfirmed that his comment was minimal amount of dirt, not that they can't take dirt out. Let's find a way to do this as minimally as possible. Go back and rethink the plan. I think it would be cheaper to remove by hand. \$10,000 is a lot cheaper than half a million. That is my opinion.

Permission for Chair to sign agreement for Administration of Deadwood Historic Preservation Revolving Loan and Grant Funds – Exhibit A

***It was moved by Mr. Blair and seconded by Mr. Toews to direct Chairman to sign the agreement between the City of Deadwood Historic Preservation and Neighborhood Housing Services of the Black Hills for the 2018 Agreement. Aye - All. Motion carried.***

Permission for Chair to sign agreement for Second Amended Lease Agreement with Option to Purchase – Exhibit B  
***It was moved by Mr. Toews and seconded by Ms. Posey to direct the Chairman to sign the Second Amended Lease Agreement with Option to Purchase between the City of Deadwood Historic***

***Preservation Commission and Blake and Melanie Haverberg; Martin Mason Restoration, LLC. The initial term of this agreement will expire December 31, 2022. Aye - All. Motion carried.***

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

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

**PH H1801 – Earnest & Linda Gry – 51 Taylor – Move Front Door/Replace Back and Basement Doors/Install New Siding – Exhibit C**

Mr. Kuchenbecker stated the applicant is requesting permission to move the front door three feet to the right so that the entrance is in the main area of the house and not the master bed room. Also requesting permission to replace the basement door, back door, install stone to the front face of the house, install new horizontal lap siding, and build steps from the drive way to the front deck. The applicant has agreed to a 6" lap siding providing a 5" reveal. 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. ***It was moved by Ms. Posey and seconded by Ms. Ochse based upon all of the evidence presented, I find that the 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. 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 thanked Ms. Anfinson and Chair Johnson for partaking in the Tourism Conference. While there a check and plaque was presented to the Pierre/Ft. Pierre Historic Foundation for work on the chateau. It was in the Pierre Journal the following day. On Thursday we were at the court house serving breakfast and lunch to the legislators. The South Dakota Hall of Fame had their awards in the rotunda of the Capital building. The Deadwood Historic Preservation Commission was recognized for their support of the west river trails project. There were 14 legislature and staff sitting at our tables during the GALA.

Mr. Kuchenbecker showed a picture that was purchased on e-bay. The picture is of a freight train, 1881, Rapid City to Deadwood. It says Evans Transportation Company. Fred Evans was in Deadwood and ended up in Hot Springs.

Last week the Planning and Zoning Commission continued a topic with First Gold on the Terrace Hotel Sign. The First Gold has changed from the Terrace Hotel, the First Gold Hotel and now Travel Lodge. They are requesting to take the Terrace sign down. Under the City Ordinance that is not allowed because it is a landmark sign. It is 25 years of age or older. This body has no say on whether they issue a variance. One of the things the applicant is requesting is if they are allowed to take it down they would like to donate it to the City. Is this something the HP Commission would accept. Mr. Ruth stated he was the one who encouraged them to continue the discussion because regardless of the discussion happening at that time they felt they needed to know the ultimate outcome of the sign. If they gave the variance they didn't want the sign to disappear but at that time they didn't know if HP would be interested in receiving the sign whether you put it in cold storage until you find an appropriate place to display or just store it. The concern is that at some point it could be left to its own devices and deteriorate or get run into or come down and disappear. I just verified with Mr. Anderson if P & Z gave them the variance to move the sign they would give it to HP and not ask for anything in return, just a gift. The question I have to Mr. Kuchenbecker is it better if we step in and save it by preserving it in a different location like the spot liquor sign. It would be a shame for the variance to be granted and the sign to never be seen again. It is Planning and Zoning decision as far as the ordinance goes. Ms. Ochse stated they wanted to take it down about sixteen years ago and at that time it was denied. Mr. Ruth stated it has been moved multiple times and he would not want to see it turn into a casualty like the Sinclair Station. Ms. Posey stated this isn't the first time we have taken over a sign. We have the Lariat which was donated to Deadwood History and on display at Days of 76. We own the Tootsie Sign and the Wild Bill Sign which is lease back to the Wild Bill Bar. Mr. Kuchenbecker stated he would reach out to Deadwood History and see if they would want it on display otherwise it would go into cold storage until a location is found.

Mr. Kuchenbecker stated in 2008 the sign responsibilities shifted to Planning and Zoning from the Historic Preservation Commission. It was allowed to be moved and it was allowed to be added to. Mr. Toews would much rather see a place for the sign and not storage. Mr. Berg concurred. Mr. Blair recommended the commission look around town and see if they locate a spot where the sign would fit and bring it to the next meeting. Mr. Kuchenbecker stated he will let Bob Nelson Jr. know, should P & Z make a decision to grant the variance, the HP Commission would want the sign. HP would then put it in storage or find a location.

Bonny Anfinson stated there are 24 applicants for the Outside of Deadwood grants. The deadline was January 18. The committee meets Monday at 10:00. Mr. Kuchenbecker stated the total funding request is \$415,000.00.

**Committee Reports:**

Mr. Toews stated the design committee flowers are moving forward. The archway sign is moving forward. Wayne has interest in the brothel museum and wants to move forward and is looking for financial support. Can we support a museum or not. What are we willing to do for a brothel museum? Mr. Kuchenbecker stated there is interest from Deadwood History. Ron Russo is concerned we would put him out of business. Mr. Toews stated there is a Mining History Association Conference June 6-10. Mr. Kuchenbecker stated we will probably be a sponsor of this event.

The Historic Preservation Commission Meeting adjourned at 6:05 p.m.

ATTEST:

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

**City of Deadwood**  
**HISTORIC PRESERVATION COMMISSION**  
**Tuesday, January 23, 2018, 3:00 p.m.**

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

**Absent:** Tom Blair and Dale Berg

**Present Staff:** Kevin Kuchenbecker, Historic Preservation Officer

**Public:** Mike Towey, Jerry Anderson and Kenny Gardner

Chair Johnson called the meeting to order at 3:00 p.m. at the First Gold. Open discussion took place regarding the proposed project to grade behind the First Gold Hotel and Gaming property.

No action was taken.

The meeting adjourned at 3:31 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



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

# EXHIBIT A

## MEMORANDUM

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**Date:** February 9, 2018  
**To:** Deadwood Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
Bonny Anfinson, Program Coordinator  
**Re:** Historic Preservation Program Applications

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The following Historic Preservation Program applications were received by this office. Staff's recommendation follows the program request.

- Pauline West – 79 Stewart – Elderly Resident Program  
*Staff has determined the applicant as well as the project meets the criteria for the Elderly Resident Program and will coordinate with the applicant and contractor during the proposed project.*
- Pauline West – 79 Stewart – Siding Program  
*Staff has determined the project meets the criteria for the Siding Program. Staff will coordinate with the applicant during the proposed project and recommends acceptance into the program.*



## Elderly Residents Program Application

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

1. Address of Property:

79 Stewart St.

Requested Grant Amount:

\$ \_\_\_\_\_

2. Applicant/Owner name & mailing address:

Pauline E. West  
79 Stewart St  
Deadwood, S.D

Estimated Total Cost for Entire Project:

\$ \_\_\_\_\_

Telephone: (605) 722-2537

3. Applying for: ☒ Grant or ☐ Loan

What year were you born? 1941

E-mail Heartmwes+@vastbb.net

For Office Use Only

☐ Owner Occupied

Verified through the Lawrence County Office of Equalization

Date:    /   /    Initials:    

Assessed Valuation \$ \_\_\_\_\_

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 as true and complete to the best of my knowledge and belief. I acknowledge I have read the policy guidelines for the 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 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 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 or a grant.

Applicant's signature: Pauline E. West

Date submitted: 1/22/18

Owner's signature: Pauline E. West

Date submitted:    /   /   

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 9/27/17



## Siding Program Application

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

1. Address of Property:

79 Stewart St

2. Applicant's name & mailing address:

Pauline E. West

79 Stewart St

Deadwood, S.D.

Telephone: (605) 722-2537

E-mail heartmwest@castlb.net

3. Applying for: ☐ Grant or ☐ Loan

Requested Grant or Loan Amount:

\$ \_\_\_\_\_

Estimated Total Cost for Entire Project:

\$ \_\_\_\_\_

For Office Use Only:

☐ Owner Occupied

☐ Non-owner Occupied

Verified through the Lawrence County Office of Equalization

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

Assessed Valuation \$ \_\_\_\_\_

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: Pauline E. West

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

Owner's signature: Pauline E. West

Date submitted: 1/22/18

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 09/27/17



## EXHIBIT B

### MEMORANDUM

**Date:** November 3, 2017  
**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 an extension of their Grant. Staff's recommendation follows for the extension requests.

- Dave Akrop ..... 98 Charles ..... Elderly Resident Program  
*The grant expires on 02/01/18. The applicant has completed the water line connection to the city line and has funds remaining on the grant and is determining what other projects can be done that fall under the grant guidelines. Staff recommends extending the grant for an additional six months which will expire 08/01/18.*
- Shirlene Joseph ..... 771 Main ..... Foundation/Wood Windows and Doors Program  
*The grants expire on 02/03/18. The applicant's contractor has been working on the project and is close to completion but not before the grant expires. Staff recommends extending the grant for an additional three months which will expire 05/03/18.*
- Sylvia Trentz.... ..... 57 Lincoln ..... Foundation Program  
*The grant expires on 02/14/18. The applicant has not secured a contractor for this project. Staff recommends extending the grant for an additional six months which will expire 08/14/18.*
- Michael Johnson..... 8 Van Buren ..... Wood Windows & Doors/ Siding/ Foundation/  
Elderly Resident Programs  
*The grant expires on 02/11/18. The applicant has started these projects. Work is ongoing and not complete as of yet. Staff recommends extending the grant for an additional six months which will expire 08/11/18.*

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



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

## ***MEMORANDUM***

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**Date:** February 14th, 2018  
**To:** Deadwood Historic Preservation Commission  
**From:** Mike Walker, NeighborWorks, DHR  
**Re:** Historic Preservation Loan Request(s) (1 page)

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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.

- Michael Johnson – 8 Van Buren – Extension Request

*The borrower is requesting an extension of the maturity date*

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

- Blake Haverberg– 1,3,5 Burnham – Extension Request

*The borrower is requesting an extension of the maturity date*

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

- Randy Johnson– 95 Stewart –Request to Forgive

*The borrower is requesting forgiveness of this loan*

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

- Tim Conrad – 52 Lincoln – Extension Request

*The Loan Committee is recommending an extension of the maturity date*

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

To be submitted to Historic Preservation Commission 2/14/2018

## Extension Request Loan #CHPVACMJN

DATE: 2/07/2018  
APPLICANT: Michael Johnson  
PROPERTY ADDRESS: 8 Van Buren  
LOAN AMOUNT: \$10,000  
INTEREST RATE: 0%  
TERM: 10 Year Forgivable  
PAYMENT AMOUNT: \$0  
PURPOSE: Vacant Loan  
SECURITY: Mortgage

### UNDERWRITER'S REVIEW:

This loan matured 2/01/2018. The applicant is requesting a 6 month extension of the Vacant loans maturity date to allow him time to finish the work and use the remaining loan funds. The new maturity date would be 8/07/2018

### UNDERWRITER'S RECOMMENDATION:

I would recommend approval of this loan request as presented

**This loan request was reviewed by Loan Committee: Favorable Comments were received.**

|   |
|---|
| Historic Preservation<br>Commission<br><b>ACTION</b><br><input type="checkbox"/> Approved<br><input type="checkbox"/> Denied<br><input type="checkbox"/> Continued<br>Date: __/__/__<br>Signed: _____ |
|---|

To be submitted to Historic Preservation Commission 2/14/18

## Loan Extension Request #CHPRLFHAB

DATE: 2/7/18

APPLICANT: Haverberg Family Limited Partnership  
Blake Haverberg

PROPERTY ADDRESS: 1,3,5 Burnham

LOAN AMOUNT: \$22,000

INTEREST RATE: 0%

TERM: 30 months

PAYMENT AMOUNT: \$733.33 for 30 months

PURPOSE: Commercial Life Safety Loan

SECURITY: Mortgage

### UNDERWRITER'S REVIEW:

Loan Matures 2/01/2018. The applicant is requesting a 6 month extension of his life safety loan that's being used to cover repairs not paid for under the Facade Program. The new maturity date would be 8/1/2018.

### UNDERWRITER'S RECOMMENDATION:

I would recommend approval of this request to allow additional time for the work to be completed and the loan funds drawn down. The loan committee recommends that this be a FINAL Extension of the construction loan.

**This loan request was reviewed by Loan Committee: Favorable Comments were received.**

Historic Preservation  
Commission  
**ACTION**  
☐ Approved  
☐ Denied  
☐ Continued  
Date: \_\_/\_\_/\_\_  
Signed: \_\_\_\_\_

To be submitted to Historic Preservation Commission 2/14/18

## Request to Forgive Loan # CONRWJOHN

DATE: 2/7/18  
APPLICANT: Randy Johnston  
PROPERTY ADDRESS: 95 Stewart  
LOAN AMOUNT: \$34,796.00 (Forgivable)  
INTEREST RATE: 0%  
PAYMENT AMOUNT: NA  
PURPOSE: Retaining Wall  
SECURITY: 2<sup>nd</sup> mortgage

**OTHER HP LOANS:**

| Loan # | Balance | Rate | Term | Payment | Maturity |
|--------|---------|------|------|---------|----------|
|--------|---------|------|------|---------|----------|

**UNDERWRITER'S REVIEW:**

Matures 2/02/2018 – We are requesting that this loan be forgiven. The City Building Inspector has completed his property inspection and all maintenance items from the previous inspection have been addressed.

**UNDERWRITER'S RECOMMENDATION:**

I recommend approving this request to forgive the loan.

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

Historic Preservation  
Commission  
**ACTION**  
☐ Approved  
☐ Denied  
☐ Continued  
Date: \_\_/\_\_/\_\_  
Signed: \_\_\_\_\_

To be submitted to Historic Preservation Commission 2/14/18

## Extension Request Loan # CSPWIDCON

DATE: 2/7/18  
APPLICANT: Tim Conrad  
PROPERTY ADDRESS: 52 Lincoln  
LOAN AMOUNT: \$250  
INTEREST RATE: 0%  
PAYMENT AMOUNT: NA  
PURPOSE: Windows  
SECURITY: 2<sup>nd</sup> mortgage

**OTHER HP LOANS:**

| Loan # | Balance | Rate | Term | Payment | Maturity |
|--------|---------|------|------|---------|----------|
|--------|---------|------|------|---------|----------|

**UNDERWRITER'S REVIEW:**

Matured 1/17/18 – I am requesting an extension of the maturity date to 4/4/18 to allow time to finish required maintenance and to match the maturity date of a forgivable special needs loan that also required a maintenance inspection.

**UNDERWRITER'S RECOMMENDATION:**

I recommend approving this request as presented.

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

Historic Preservation  
Commission  
**ACTION**  
☐ Approved  
☐ Denied  
☐ Continued  
Date: \_\_/\_\_/\_\_  
Signed: \_\_\_\_\_



January 24, 2018

Kevin Kuchenbecker  
Deadwood Historic Preservation Office  
Deadwood City Hall  
108 Sherman Street  
Deadwood, SD 57732

**RE: A funding request for the 2018 History Conference of the South Dakota State Historical Society.**

Dear Kevin:

The Deadwood Historic Preservation Commission has been a long-time friend and major sponsor of the annual History Conference of the South Dakota State Historical Society. We have benefited greatly from your continued support and we would be hard pressed to continue this important conference without the help from such generous sponsors. The upcoming History Conference will be in Rapid City, April 27-28, 2018 and its theme is *Infinite Variety: Past, Present, and Future*. We anticipate a large turn out with presentations outlining various topics related to South Dakota's multicultural heritage. Please see the attached conference schedule for additional information.

On behalf of the planning committee of the 2018 South Dakota State Historical Society's History Conference, we are devoted to bringing our rich history to the public and it is our hope that continued monetary support from the Deadwood Historic Preservation Commission will ensure the dissemination of this heritage to the attendees of the conference and beyond. We are grateful for any consideration. If you have any questions concerning the upcoming conference, or if there are forms or individuals that I can be directed to, please contact me at your convenience.

Sincerely,

*Katherine Lamie*

Katherine Lamie  
South Dakota State Historical Society  
Archaeological Research Center  
[katie.lamie@state.sd.us](mailto:katie.lamie@state.sd.us)  
605-394-1804

# **"Infinite Variety: Past, Present, and Future"**

## **Conference Schedule**

**Friday, April 27, 2018**

8:30-8:45 AM

Opening Remarks

Jay D. Vogt, Director, South Dakota State Historical Society

8:45-10:15 AM

Session 1

- Lynn Alex: "South Dakota History: Highlights of the First 10,000 Years" (45 min)
- Linea Sundstrom: "Communal, Contested, Coveted, Consecrated: 8000 Years of Human Interaction with the Black Hills" (45 min)

10:15-10:45 AM

Vendor Break

10:45 AM-12:15 PM

Session 2

- MJ Adams: "An Examination of the Culinary Landscape of South Dakota, late 1800s to Present" (45 min)
- Brian Stambaugh: "A Brief History of and Resurrection of Older Farming Methods and Ancient Grains – A Path Forward to Local Milling of Local Grains" (45 min)

12:15-1:45 PM

Trustees Luncheon

- Bill Walsh, lunchtime speaker: "A Tale of Two States: Myth or Reality?" (45 min)

1:45-3:15 PM

Session 3

- Rick Mills: "Powering the Economy and Culture of South Dakota – The Influence of the Railroads" (45 min)
- David Wolff: "Industrializing the Black Hills: Mines, Railroads and People" (45 min)

3:15-3:45 PM

Vendor Break

3:45-5:15 PM

Session 4

- Mike Runge: "An Experience Like No Other: Chinese Immigrants in Deadwood (1876-1920)" (45 min)
- Lilah Morton Pengra: "Research across Cultural Boundaries" (45 min)

**Friday, April 27, 2018 (Continued)**

6:00-8:00 PM

Conference Reception

Dahl Fine Arts Center

**Saturday, April 28, 2018**

8:30-10:00 AM

Session 5

- Craig Howe: "American Indians in South Dakota: Past, Present, Future" (45 min)
- David Posthumus: "Continuity and Change in Lakota Ceremonial Life" (45 min)

10:00-10:30 AM

Vendor Break

10:30 AM-12:00 PM

Session 6

- Armik Mirzayan: "Indigenous Linguistic Landscapes: The Roots of Cultural Diversity in South Dakota" (45 min)
- Francis Whitebird: "Lakota language: Misunderstood, Mistranslated, and Misused" (45 min)

12:00-1:45 PM

Awards Luncheon

1:45-4:00 PM

Session 7

- Molly Rozum: "The Infinite Variety of South Dakota Environments and Changing Regional Perceptions of the Northern Grasslands" (45 min)
- Virginia Driving Hawk Sneve: "Sioux Women, Traditionally Sacred" (45 min)
- Mike Casler/Ray Wood: "Letter Books of the Upper Missouri Fur Trade" (45 min)

4:00-4:15 PM

Closing Remarks

Jay D. Vogt

## CONTRACT FOR MARKETING & MEDIA MANAGEMENT

### I. TERMS

This agreement shall exist between MacroVision, LLC P.O. Box 111 Deadwood, SD and Deadwood Historic Preservation Office/DBA City of Deadwood for the period of January 1, 2018 to December 31, 2018

### II. SERVICES PROVIDED

MacroVision, LLC will provide the following services for the term of this agreement:

- Advice and Consultation in Marketing and Public Relations
- Print & Brochure design and layout
- newsletter
- Print Advertising campaign coordination
- Print Ad Design and implementation
- Video production, Field production & editing
- Photography for needed service.
- Electronic media advertising including internet, broadcast media and new media
- Website upkeep and updating as needed
- Facebook Posting and resource gathering for Facebook

### III. EXCLUSIONS

MacroVision, LLC will not be responsible for the following for the term of this agreement:

- Net cost of advertising- print/ broadcast/ new media
- Voiceover talent or celebrity endorsement costs
- Travel outside Deadwood Offices
- Lodging / meals when on Historic Preservation business.
- Airfare

### IV. RATE

Deadwood Historic Preservation will pay MacroVision, LLC a rate of \$50.00 per hour for services.

### 6. Independent Contractor Status for Contractor

(a) Status. Contractor is an independent contractor of Company. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

(b) No Authority. Contractor shall have no authority to act as agent for, or on behalf of, Company, or to represent Company, or bind Company in any manner. Unless instructed so by NWDHR

(c) No Employee Benefits. Contractor shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of Company.

## **7. Confidential Information**

Contractor and its employees shall not, during the time of rendering services to the Company or thereafter, disclose to anyone other than authorized employees of the Company (or persons designated by such duly authorized employees of the Company) or use for the benefit of Contractor and its employees or for any entity other than the Company, any information of a confidential nature, including but not limited to, information relating to: any such materials or intellectual property; any of the Company projects or programs; the technical, commercial or any other affairs of the Company; or, any confidential information which the Company has received from a third party.

## **8. Termination**

(a) Notice of Termination. This Agreement may be terminated by either the Company or the Contractor at any time for any reason, with or without cause, by giving 60 days from written notice of termination.

(b) Payment Upon Termination. The Company will pay Contractor for all Services performed by Contractor through the date of termination.

## **9. Indemnification**

(a) Indemnification by Contractor. Contractor agrees to indemnify and hold harmless Company and its officers, directors, employees and agents, from and against all claims, liabilities, losses, costs, damages, judgments, penalties, fines, attorneys' fees, court costs and other legal expenses, insurance deductibles and all other expenses arising out of or relating to, directly or indirectly, from:

- (i) the negligent, grossly negligent, or intentional act or omission of Contractor or its directors, officers, employees, agents or Contractors,
- (ii) Contractor's failure to perform any of its obligations under this Agreement, and
- (iii) any act or omission of Contractor in connection with the Work.

(b) Notification. Company will promptly notify Contractor of any claim for indemnification.

(c) Survival. Contractor's obligations under this Section 10 shall survive termination or expiration of this Agreement.

## **10. Insurance**

Coverage. Throughout the term of this Agreement, Consultant shall maintain workers compensation insurance in the amount required by statute and comprehensive general liability insurance with coverage of at least one million dollars per occurrence for bodily

injury, property damage or other losses in connection with the provision of Services by Consultant pursuant to the terms of this Agreement..

## 11. General Provisions

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, representations and understandings of the parties, written or oral.

(b) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(c) Amendment. This Agreement may be amended only by written agreement of the parties.

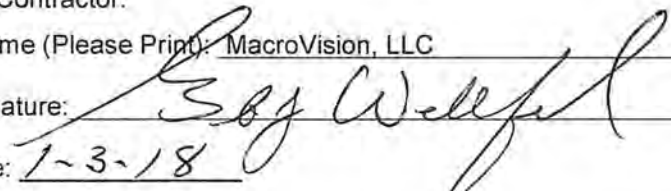
(d) Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.

(e) Assignment. This Agreement shall not be assigned by either party without the consent of the other party.

IN WITNESS WHEREOF, the Company and the Contractor have each executed and delivered this Agreement as of the Effective Date.

For Contractor:

Name (Please Print): MacroVision, LLC

Signature: 

Date: 1-3-18

For Company:

Name (Please Print): City of Deadwood Historic Preservation Office

Signature \_\_\_\_\_

**CEMETERY HEADSTONE GRANT APPLICATION****CITY OF DEADWOOD**

108 Sherman Street

Deadwood, SD 57732

Tel: (605) 578-2082

Fax: (605) 578-2084

**APPLICANT INFORMATION:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**BACKGROUND INFORMATION:**Deceased Name(s): Rachel Norrid

Date of Death: \_\_\_\_\_

Cemetery: \_\_\_\_\_

Individual or Family Plot: \_\_\_\_\_

Addition: \_\_\_\_\_ Section: \_\_\_\_\_ Lot: \_\_\_\_\_ Plot: \_\_\_\_\_

Individuals who would like to participate in the Cemetery Headstone Grant Program are required to fill out the application form attached to this document. Successful applications will be awarded a total sum of \$650.00 dollars that will enable them to purchase a 16 inch tall by 16 inch wide wedge shaped headstone that includes the deceased name, birth date and death date. Applicants are required to furnish photographs, family trees, and any other pertinent information that can be scanned in and placed on the City's IMS (Internet Mapping Server) program located at [www.deadwoodims.com](http://www.deadwoodims.com) or the City of Deadwood's webpage [www.cityofdeadwood.com](http://www.cityofdeadwood.com)

**CITY OF DEADWOOD  
CEMETERY HEADSTONE GRANT APPLICATION**

**1. Personal Information:**

Nominee Name: Mrs. Rachael Norrid  
Nickname(s): NONE  
Maiden Name (if applicable): \_\_\_\_\_  
Date and Place of Birth: NOT SURE ---MAYBE MISSOURI  
Date of Death: 11/20/1880

**2. Family Information:**

Mother's Name: UNKNOWN  
Date and Place of Birth: \_\_\_\_\_  
Father's Name: UNKNOWN  
Date and Place of Birth: \_\_\_\_\_  
Siblings: UNKNOWN  
Spouses Name: William Norrid (Reverend)  
Marriage Date: \_\_\_\_\_ Living or Deceased: Deceased  
Children (Please list ALL Children): UNKNOWN

**3. Education/Major Employment:**

Level: Unknown Name of School/Location: \_\_\_\_\_  
Year Graduated: \_\_\_\_\_ Degree: \_\_\_\_\_  
Dates: \_\_\_\_\_ Name/Location of Employer: \_\_\_\_\_  
Brief Description of Duties: \_\_\_\_\_  
\_\_\_\_\_

**In addition to this above information, potential candidates will be required to furnish copies of photographs or paper documents relating to the nominee. This information will be submitted to the City of Deadwood.**

Project Number: \_\_\_\_\_

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

### **OVERVIEW OF PROGRAM:**

Since 2006 the Deadwood Historic Preservation Commission has allocated funds for the installation of cemetery markers on unmarked graves within the historic city owned cemeteries of Deadwood. The purpose of this program is to assemble genealogical information on individual(s) and family(s) interred at Mt. Moriah Cemetery and St. Ambrose Catholic Cemetery. Applicants are required to furnish information which can be scanned in and placed on the City's IMS (Internet Mapping Server) program located at [www.deadwoodims.com](http://www.deadwoodims.com) or the City of Deadwood's webpage [www.cityofdeadwood.com](http://www.cityofdeadwood.com)

### **STIPULATIONS OF THE HEADSTONE GRANT PROGRAM**

The program is designed for one name per cemetery monument. For any additional names, separate applications will need to be filled out and submitted separately to the Historic Preservation Office. Due to cost and significant amount of unmarked graves in the historic Deadwood cemeteries, burials which pre-date the year 1950 are eligible for the program. Nominations which post-date the year 1950 may be eligible under the review and recommendations of the Cemetery Committee.

### **APPLICATION REQUIREMENTS:**

Individuals who would like to participate in the Cemetery Headstone Grant Program are required to fill out the Cemetery Headstone application and submit supporting documentation on the nominee in the form of:

1. Birth certificate and/or birth announcement, or relevant document
2. Death certificate and/or obituary or relevant document
3. Copies of census records pertaining to the nominee for the years 1870 to 1930
4. Copies of family history pertaining to the deceased
5. Family tree
6. Copies of photographs showing the nominee and/or family
7. Other relevant documents which will aide in the interpretation of the nominee

All submitted applications will be reviewed by the Cemetery Committee, a subcommittee of the Deadwood Historic Preservation Commission. Depending on the completeness of the application, placement of the monument will take two to six months from submission of the application. Successful applicants will receive a formal letter from the Deadwood Historic Preservation Office indicating the admission into the program.

### **STONE REQUIREMENTS:**

Successful applications will be awarded one 16 inch tall by 16 inch wide wedge shaped headstone (See figure #1 for size). The inscription on the face of the monument will be limited to the following information:

- Deceased name ( first name, middle initial, last name)
- Birth year (four digit)
- Death year (four digit)

The vital information of the nominee will be a sunken letter laid out in Roman Type font (see figure #2 for font size and layout). Any additions or modifications to the aforementioned layout will be at the applicant's expense and may delay the progress of the grant.

### **William and Rachel Norrid's Land Real Estate Transactions and Post Office Notifications:**

- On March 31, **1869**, William Norrid paid \$500.00 for 20 lots in Block 22 of Schinner's Addition (raw land) from Monroe L. Horr. This land is now between 24<sup>th</sup> and 25th Avenue and Gilpin and Williams Streets.
- In **1869** (no other date known) Rachel Norrid purchased Block 198, Lots 5 and 6 from John Hughes at 15<sup>th</sup> and Glenarm.
- **Rachel Norrid** purchased Block 196, 4 lots in Block 1 of Downing Division from Jacob Downing on January 22, **1870**.
- On February 19, **1871** on page 2 column 3 of the *Rocky Mountain News*, Arapahoe County, Colorado Territory, Treasurer's office, "**Sale of Land for Taxes**", Rachel's lots 16, 17, 18, and 19 Block 1 in the Downing's Addition, **were to be sold for taxes**. Total value was one hundred dollars; the taxes were Two dollars and fifty cents. According to the E. Robinson Plate 15, 1887 map, the address of this property was 1952 Park Avenue, Reverend Norrid's residence.
- Another land transaction was recorded in *The Rocky Mountain News* on February 2, **1874**, as a Transfer of Real Estate from William and Rachel Norrid to Samuel C. Smith. Lots Ten to Twenty-five, block 22, Schiener's Addition. Warrantee deed \$650.

Clementine W. Pigford

5700 South Olathe Court

Centennial, Colorado 80015

[imagined@msn.com](mailto:imagined@msn.com)

303-593-2123

**Mrs. Rachael Norrid**

**“Deadwood, South Dakota’s First African American  
Lady”**

***The Black Hills Daily Times* Sunday November 14,  
1880 Page 1**

### **An Object of Charity.**

Mrs. Rachel Norrid, a colored lady, well and favorably known to our citizens, and by the way, the first colored lady who came to the Hills in 1876, lies very low in her cabin on Water street, between Deadwood and Pine. In all probability she cannot live long and without relations or friends, is certainly deserving of the attention and hospitality of our charitable institutions. The ladies of the different aid societies in our city should not delay in giving their attention to one who is so deserving, and make her last days as bright as possible.

### Obituary

As announced in our Sunday morning's issue, all that was earthy of Rachel Norrid was interred in Mount Moriah cemetery. At 1 o'clock p. m. the friends of the deceased met at her residence on Sherman street. The Reverend Dolliver, pastor of the Methodist church, officiated at the house, and after reading a chapter and offering a prayer to the giver of every good and perfect gift, in a few short words pointed out to his hearers the way that leads to everlasting life. The procession was then formed, and it included a host of friends, as the deceased had by her sterling qualities endeared herself to all who had known her in the early days of Deadwood. At the grave the ceremony of the church usual upon such occasions was performed, and the crowd silently withdrew.

A committee consisting of Jackson Ford and Pleasant Reynolds, yesterday circulated a subscription upon which they received \$78.75, with which to defray the funeral expenses. All bills were paid, and a balance of ten dollars over. Such balance was paid for rent of the house in which the deceased spent her last days.

**RACHEL NORRID**  
**ZION'S FIRST "FIRST LADY"**

**(1865-1869)**

**Zion Baptist Church-Denver, CO**

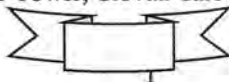
**Historical Designations**  
**National Register of Historic Places**  
**State Register of Historic Places- July 1, 1981**  
: **Register of Local Landmarks**  
: **April 25, 1969**  
: **Denver Landmark Designation**  
: **Number Thirteen #13**  
: **Historic District**  
: **Old San Rafael**

## **Zion's Pastors from 1865 to 2015: One Hundred and Fifty Years of Leadership and Service**

**Pastoral Lineage of Zion Baptist Church-Dates and Some Information Are from Zion's Archives**

**Reflects periods of Temporary Leadership to Leadership that though the years... 4/2/15**

1. 1865 - 1869 **Reverend William Norrid**, Church Organizer, buried at Riverside Cemetery. Head stone purchased by Zion Baptist Church in 2003, active in several major "equal rights" Issues
  2. 1869 - 1870 **Rev. Thomas J. Johnson**, A helpful Pastor.
  3. 1870 - 1873 **Rev. Samuel Shepherd (Shepard)**, three months service.
  4. 1878 - 1878 **Rev. Gaines (Gains)**, also brief service. Between the Revs. Shepherd and Gaines, there were two years of service. He perhaps performed the marriage of William E. De Claybrooks and his wife, Ella.
  5. 1872 - 1875 **Rev. Charles Murphy**, A successful pastor.
  6. 1875 - 1879 **Rev. H. H. White**, under his pastorate, the church filed Articles of Incorporation which can be found in book No. 95 and page 103 in the Recorder's Office, City and County of Denver, the articles are dated August 11, 1877 and was recorded August 13, 1877. There were three trustees namely, Thomas J. Riley, Augustus Mosby, and John Shipton. The Incorporation papers were signed by the following Brethren: Robert Clark, Prince Trent, Thomas J. Riley, Rufus K. Felton, Christopher Metcalf, Alexander Allen, John Shipton, Augustus Mosby.
  7. 1878 - 1878 **Rev. R. M. Duling**, short period of service.
  8. 1878 - 1885 **Rev. Julius/James B. Fields, and Rev. Duling**, served together. Rev. Fields increased the membership and built a brick church on Arapahoe at a cost of eight thousand dollars, his membership was over two hundred and thirty. Buried at Fairmount Cemetery. One of the few pastors with a substantial headstone and family plot.
  9. **Rev. George W. Dupree**, served three months. The climate was against him, and he had to leave Colorado. He returned to Paducah, Kentucky.
  10. 1885 - 1887 **Rev. William Gray**, served nearly two years. Started Zion early Prison Ministry.
  11. 1887 - 1891 **Rev. W. P. T. Jones (M.D.)**, during his service, the indebtedness was cleared on church. A controversy led to a division of the church. He founded Central Baptist, (now located at 2400 California Street.) His office was located where current Grey Hound bus terminal is now located.
  12. 1891 - 1892 **Rev. Theodore W. Lott**, brief pastorate, of several months.
  13. 1894 - 1895 **Rev. Aaron A. Adams** \*He was listed in the Denver City Directory, but not in Zion's archives.
  - 1895 - **Rev. Calvin M. Williams**, served less than a year.
  - 1893 - 1896 **Rev. B. Hillman**, under his pastorate the church was repaired and remodeled, previous to his pastorate, the church had been damaged by fire.
  15. 1896 - 1898 **Rev. Elbert W. Moore**, lifted the church to a higher efficiency and broader spirit of service.
  16. 1898 - 1899 **Rev. W. E. De Claybrooks** had a dynamic and controversial tenure. He wanted Zion member to send him to New Zealand to raise funds for Zion.
  17. 1899 - 1906 **Rev. John E. Ford**, under his pastorate all debts were paid. Zion at this period owned six lots, three buildings; valued at \$40,000 with only \$6,000 indebtedness. A book was written in 2015 to commemorate his life. He and Black Baby Dr. Justina Ford was Zion's first family from 1899 to 1906. He left Zion and became an outstanding pastor of Bethel Baptist Institutional Church, Jacksonville, Florida. He died in August 1943.
  18. **Reverend C. L. Fisher** \*was officially called. He did not remain in the position very long. He is **not** listed in Zion Baptist Church's archives, but his "calling" and announcement of his first sermon are listed in the *Colorado Statesman*.
  19. 1907 - 1908 **Rev. A. E. Reynolds**, became the pastor of Bethlehem Baptist Church on 32<sup>nd</sup> and Lafayette Street.
  20. 1908 - 1909 **Rev. R. N. Countee (Contee)** (temporary) pastor.
  21. 1909 - 1924 **Rev. David E. Over**, under his pastorate, the indebtedness was paid on church and the present Zion was purchased at the price of \$43,000 from Calvary Baptist Church. Also under Rev. Over, the church was reorganized and strengthened. The most outstanding Sunday School was organized in the West. The total Church membership was nine hundred and fifteen.
  22. 1924 - 1934 **Rev. Green L. Prince**, Pastor Prince was noted for "re-claiming" inactive members.
  23. 1934 - 1941 **Rev. William H. Young, D. D.**, under his pastorate, a home was purchased for the use of the ministers and all indebtedness was paid, the membership was increased, and brotherly love was felt throughout his period of service. Uncle (by marriage) of Pastor, Dr. W. T. Liggins.
  24. 1941 - 1990 **Reverend Wendell T. Liggins**. Under Rev. Liggins' leadership, debts were liquidated, new church auxiliaries were organized, the membership increased, the yearly budget increased.
- NEDCO**: Zion Senior Center, Liggins Tower, Stovall Care Center, and many other Zion-relate projects were accomplished.



## Zion's History

(wgap/cwp/10/10/2012/jmdzbc)

**Zion Baptist Church has five origination dates! The church recognizes November 15, 1865 and celebrates on the second Sunday in November.**

- Historians Hafen and Wilbur Fisk Stone cite May 1863 and 1863 as Zion dates of origin respectively.
- **The Rocky Mountain Baptist Association Minutes also cites the origination date of Zion Baptist Church (sometimes called Second Baptist Church) as May 1863**

**Reverend Walter McDuffie Potter** was a missionary sent to Denver by the American Baptist Home Mission Society in 1863

- **Assisted in organizing Zion Baptist Church May 20, 1864**
- Preacher for Zion Baptist and Golden Baptist on alternate Tuesdays

**Reverend Ira Delos Clark** pastor of "the Denver Church" after Reverend Potter's death 1866 to June 1867

- Key figure in the organization of the Rocky Mountain Baptist Association
- **Circuit Preacher for Zion Baptist Church and was present at the election of Reverend William Norrid in July 1866.** According to the *Rocky Mountain News*, Reverend Norrid was Zion's first "elected" pastor.

*None-the-less, Zion Baptist Church is the oldest African American Baptist church in Colorado and quite possibly the Rocky Mountain Region.* While its members are proud of the historical significance, "Zionites" accept the supreme mission of service to near and far away neighbors. Since its origination, "helping others" has been a constant theme of Zion's story. The following is miniscule portion from volumes about a church that was started in the Colorado Territory by dusky men and women who still bore slavery's dust.

According to church archives, Zion's founders were "freed" men and women who assembled on 18<sup>th</sup> and Holladay Street (now called Market Street). Some of the founders, the list varies, were Bathhouse/Barber Shop owner Edward J. Sanderline, Emma Green, Lucy Boyd, Carrie (Caroline) Armstrong, "Ole Timer" Ruben Bosier (Bozier), Reverend William Norrid, Rachel Norrid, William Bosier, Jane Bosier, Thomas J. Riley, The Territory's first colored citizen of record; and Jane Jackson. Many of the founders, including Pastor Norrid, were from Missouri. He is buried at Denver's Riverside Cemetery. A headstone was placed at his gravesite in 2003-99 years after his death!

*Each pastor* left indelible legacies to the church. Even Pastor George W. Dupree (Dupee's) three-month tenure was highlighted by his photograph. Archives have few photographs before the 1940s—save the photograph of this robust, very serious looking man of God from Paducah, Kentucky. From William Norrid to Frank Marvin Davis, the list of 24 (25) pastors is tangible testimony to Zion's societal legacy. Pastors Julius Fields, William Gray, (ministered to prisoner on death row. Case ended public hangings) Elbert Moore (Became president of the National Baptist Convention), Greene L. Prince, David E. Overmored Zion to its current site, gold mine owner Dr. John Elijah Ford, Medical Doctor and Pastor William P. T. Jones (Founded Central Baptist Church), W. E. DeClaybrook, William H. Young, (the uncle in-law of Pastor Wendell Theodore Liggins retired Zion's mortgage), W. T. Liggins (led local civil rights marches and served as a local elected official), and Frank M. Davis, president of the Western States Baptist Convention. Zion's were involved in political, social, educational, and/or legal activities.

Zion's pastors were and are a part of Denver's action! September 1911, Philadelphia -- **Rev. E. W. Moore**, pastor of the **Zion Baptist Church** delivered a powerful address Monday evening at the Twelfth Street Baptist Church, Boston, Mass. His subject was the "Coatesville Lynching." Dr. Moore visited Coatesville and saw persons selling the bones of Zack Walker, as souvenirs. His address was convincing and unusually interesting and he was repeatedly interrupted by applause. At the conclusion of his address he was heartily congratulated. (His wife was a talented singer). September 2012, Pastor F. M. Davis supported a voter registration drive after Sunday service. One of the first schools for colored children was at Zion. Zion was one of the 1925 hosts for the National NAACP. Zion's "new dining room" was considered to be a grand place to eat. W. E. DuBois, Asa Phillip Randolph, Jessie Jackson Senior and Junior, Mayor Benjamin Stapleton, Emily Griffith, Dorothy Height, Myrlie Evers, and many other noted figures graced Zion's pulpits.

Our members have walked with the "kings and queens" of the world. Our members have worked and studied throughout the world. Mayor Wellington Edward Webb, his wife, State Representative Wilma Gerdine Webb, and their daughter, Denver Clerk County Clerk and Recorder Stephanie T. O'Malley shared their power and glory with the church. The first recorded African American "Baby Doctor" Justina

## Zion's History

(wgaup/cwp/10/10/2012/fmd/zbc)

Warren Ford was Zion's First Lady. Colorado's first African American public school principal, Jessie Whaley Maxwell, was Zion's organist and music director for many years. Her husband, Hulett Maxwell, was one of the city's pioneer African American pharmacists. Many of Zion members own businesses and often give back to Zion.

### Zion ministries serve others and touch lives:

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Altar Guild</li> <li>2. Children's Department</li> <li>3. Deacons</li> <li>4. Deaconess</li> <li>5. Evangelism</li> <li>6. Family Resource Center</li> <li>7. Grants and Resources</li> <li>8. Health</li> <li>9. Historians</li> <li>10. Job</li> <li>11. Laymen/Brotherhood</li> <li>12. Learning Center</li> <li>13. Media/Website/Online Streaming</li> <li>14. Ministers' Wives</li> <li>15. Missionary Society</li> <li>16. Music/Choirs</li> </ol> | <ol style="list-style-type: none"> <li>17. Nursery</li> <li>18. Praise Dancers</li> <li>19. Prayer Band</li> <li>20. Retiree</li> <li>21. Saint Luke 14 Service Project</li> <li>22. Solace</li> <li>23. Scholarship Commission</li> <li>24. Sunday School, Vacation Bible School, New Members' Class</li> <li>25. Thanksgiving Community Dinner</li> <li>26. Transportation- transports members/visitors</li> <li>27. Trustees</li> <li>28. Ushers</li> <li>29. Young Adults</li> <li>30. Youth Department</li> </ol> |
|---|--|

Since 1865 (1863), Zion's buildings have been renovated. When Julius Fields was pastor, the *Rocky Mountain News* printed a comprehensive story about the renovation of Zion's 21<sup>st</sup> and Arapahoe Street building. Mrs. David H. Moffat, the wife of business leader David Moffat, gave Zion a chandelier. **May 24, 1892.** The members of the **Zion Baptist Church** (colored) desire to extend their heartfelt thanks to Mrs. D. H. Moffat for a valuable present to their church -- a large and beautiful chandelier.

**February 7, 1914 -Colorado Statesman-Page 5 Column 3 -A VOTE FOR THE MOFFAT TUNNEL-- FEBRUARY 17<sup>TH</sup> -MEANS MORE BUSINESS AND PROSPERITY FOR DENVER-**The Moffat Tunnel is the **KEY** to the settlement of the largest undeveloped empire in the West. **This will put Denver on a main Tran(s) continental Railroad line**

During Pastor Liggins' tenure, the main sanctuary and basement- were renovated. The Arney A. Bledsoe Hall was constructed. During Pastor Davis's tenure, the main sanctuary, kitchen, two main-floor bathrooms were made handicap accessible, a parking lot was added, the nursery was renovated, the two buildings that serve as outreach centers were paid off, the Forest Street Compassionate Care Center was purchased, three vans were acquired, and additional wheel chairs were purchased.

About 80% of major exterior renovations were completed with the financial support of the Colorado Historical Society Fund. With the exception of the stained glass windows project, **Zion members paid for interior renovations.** Colorado Historical Society funds were obtained due to Zion Historical significance. The applications were completed and filed by Zion members.

### National Register of Historic Places

#### State Register of Historic Places- July 1, 1981

- ☐ Register of Local Landmarks
- ☐ April 25, 1969

#### ☐ Denver Landmark Designation

- ☐ Number Thirteen #13
- ☐ Historic District
- ☐ San Rafael

Zion's legacy is its continual commitment to serving others. While Zion is landlocked and many of its currently members do not live "close" to the church, Zion continues to be a light, a lift, and a safe harbor. Professionals and low-low income people reside in Victorian style homes and public agency housing respectively. Zion, perhaps, has stepped away from the spotlight in exchange for the True Light... Some think the church should move closer to its members. Others have ideas about how to "evangelize" or attract members.

**Zion currently has about 900 members. The average attendance is about 250-300 people per Sunday. However, please note that when members want that "special touch"-- that "tried and true" feeling, they come to Zion and lay it all on the altar...of prayer.**

## Zion Baptist Church members danced the night away...

### Zion's First Elected Pastor

The following is a partial amount of information about William Norrid.

- William Norrid – A well digger from Missouri. In 1866, his residence was Larimer, between H and I. William and his wife Rachel acquired several plots of land in the Territory.
- Reverend William Norrid in July 1866. . According to the *Rocky Mountain News*, Reverend Norrid was Zion's first "elected" pastor.

#### William Norrid

#### Wives: Rachel Norrid and Catherine Ragland

Survived a slave rebellion  
Carried lumber to build the church on Arapahoe Street  
Was the first elected pastor-1868  
Petitioned to delay Statehood in 1868  
Until a "Civil Rights" clause was added  
Started Colored Masons-Kansas Jurisdiction  
Elected delegate to the Republican Convention  
Owned parcels of land in the Territory  
Advocate for a "Colored Colony"  
In 1900, he was not listed in Denver's city directory, but he was listed in the 1900 Colorado Census as a widower living alone.

- Y In 1904, William Norrid died from nephritis, a kidney disorder. He was living alone at 2611 Walnut Street, in a boarding or rooming house.
- Y On February 8, 1904, page 10, Column 5, The *Denver Times* newspaper in the Burial Permit section, his age was printed as eighty years old. This made his birth year 1824.
- Y A headstone was placed at his gravesite in 2003-99 years after his death!

Throughout Reverend William Norrid's life, he was a minister, political organizer, well digger, plasterer, janitor, and laborer. The 1872 city directory lists him as a janitor residing in the Schinner's Addition.

### Articles about Pastor William Norrid from History Colorado On-Line Research

Publication: Rocky Mountain News (Denver, Denver County); Date: Jan 2, 1868;

~~Messrs. Richardson, Phelps, and~~  
Norrid have purchased the right for Colorado of the Mahan patent drive well, and are now prepared to receive orders for putting them up (down). It is our opinion they are superior to, and cheaper than any other well, in use here, and more convenient in every respect. These parties may be found at I. J. Richardson's blacksmith shop, on F street.

Pastor Norrid's well digging business receives a positive recommendation.

## Rachel Norrid

### William and Rachel Norrid's Land Real Estate Transactions and Post Office Notifications:

- On March 31, **1869**, William Norrid paid \$500.00 for 20 lots in Block 22 of Schinner's Addition (raw land) from Monroe L. Horr. This land is now between 24<sup>th</sup> and 25th Avenue and Gilpin and Williams Streets.
- In **1869** (no other date known) Rachel Norrid purchased Block 198, Lots 5 and 6 from John Hughes at 15<sup>th</sup> and Glenarm.
- **Rachel Norrid** purchased Block 196, 4 lots in Block 1 of Downing Division from Jacob Downing on January 22, **1870**.
- On February 19, **1871** on page 2 column 3 of the *Rocky Mountain News*, Arapahoe County, Colorado Territory, Treasurer's office, "**Sale of Land for Taxes**", Rachel's lots 16, 17, 18, and 19 Block 1 in the Downing's Addition, **were to be sold for taxes**. Total value was one hundred dollars; the taxes were Two dollars and fifty cents. According to the E. Robinson Plate 15, 1887 map, the address of this property was 1952 Park Avenue, Reverend Norrid's residence.
- Another land transaction was recorded in *The Rocky Mountain News* on February 2, **1874**, as a Transfer of Real Estate from William and Rachel Norrid to Samuel C. Smith. Lots Ten to Twenty-five, block 22, Schiener's Addition. Warrantee deed \$650.

As one of the many writers of Zion's history, I was confounded about William Norrid's life and the origination of the church. Zion's origination had a five-year variance period, and the names of persons responsible for the church's beginning also conflicted. When did Zion Baptist Church begin? Who organized the church? So little information was known about Reverend William Norrid, the well digger from Missouri. At the time of this author's research, his apparent ten-year absence from Colorado remained a mystery. The number of wives Reverend Norrid had was confusing. His prominence and financial status seemed to have spiraled down. At the

## **Rachel Norrid**

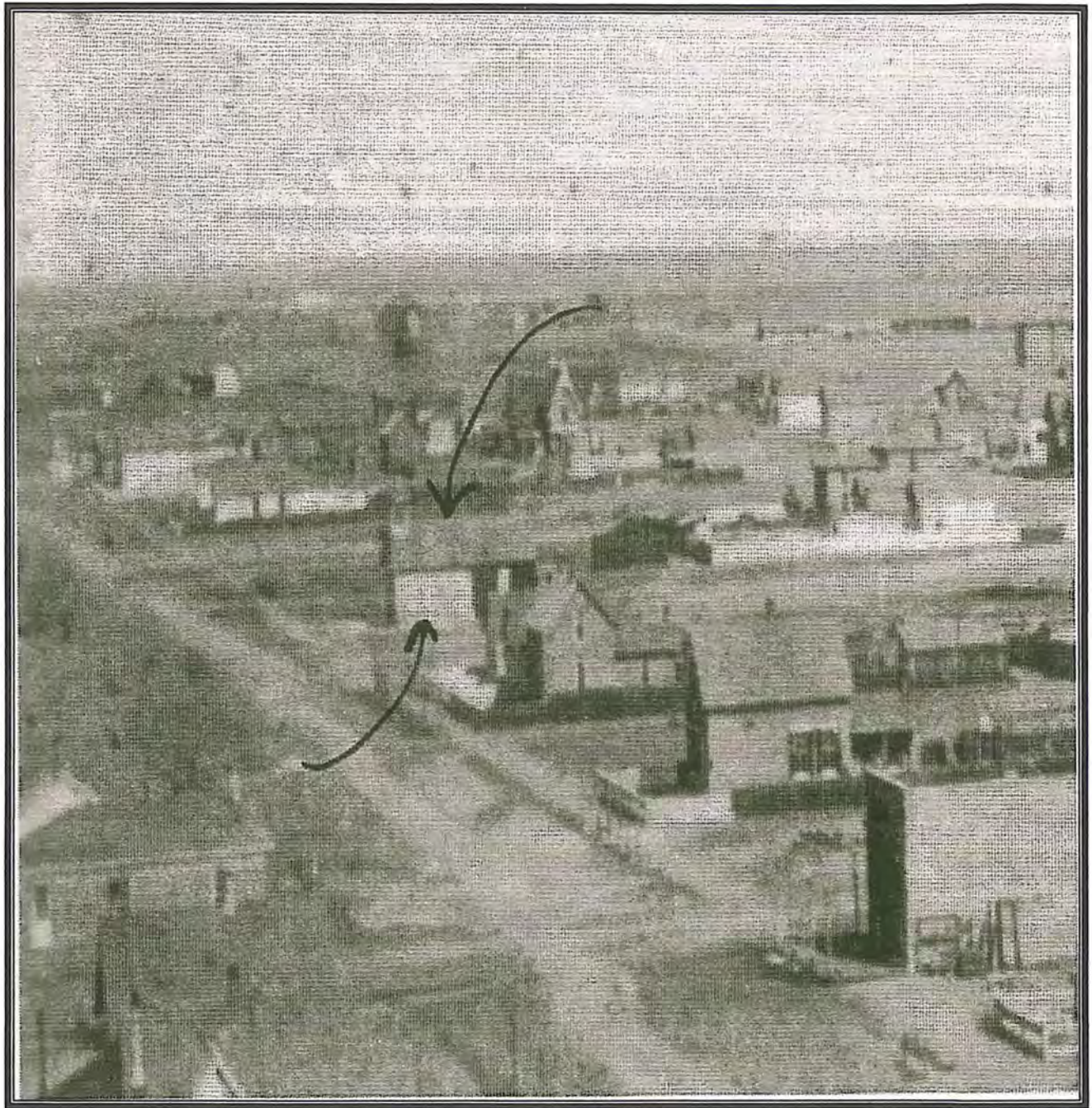
time of his death, he appeared to live alone in poverty. His grave is unmarked. No other Norrids are buried in Riverside or in Fairmont Cemeteries.

A myriad of questions surrounded his name. Zion's records indicated that he was married to Rachel Norrid when Zion was originated, and that William and Rachel were buried side-by-side in the Riverside Cemetery. Only Reverend William Norrid was buried at Riverside. In fact, Reverend Norrid was the only Norrid buried at the historic final resting-place; and no other relatives were listed on the burial card.

The name "Norrid" was an enigma. When checking the nation-wide Social Security Index at the Denver Public Library, no Norrids were listed in the United States. There were 130 Norrids in the Internet Telephone Search Results 1996-1997

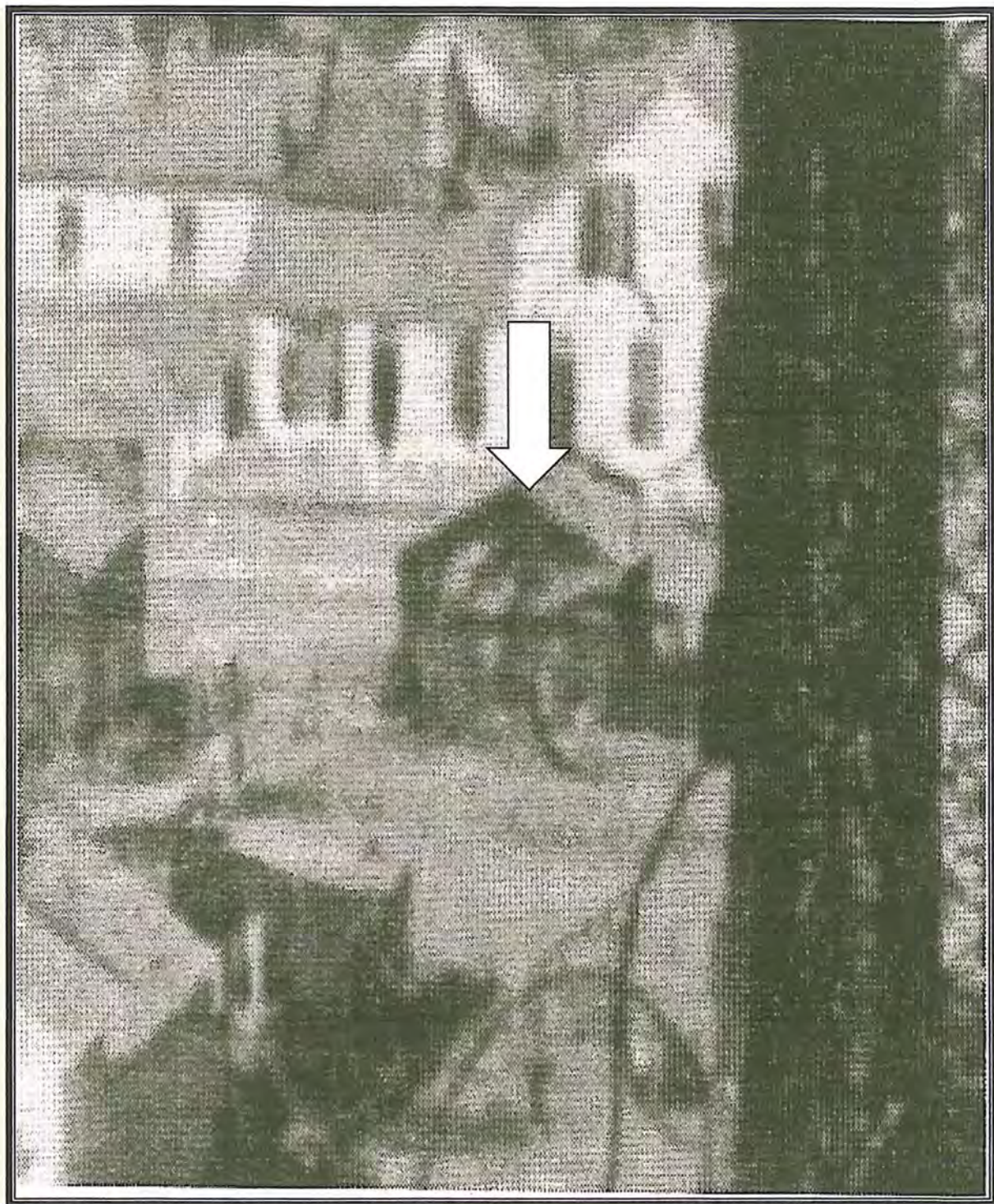
In the 1860 and 70's Denver's city directories, only one other Norrid name was listed, and the person did not appear to be related to the Reverend William Norrid. After checking the 1860 Missouri census, volume two, because Norrid came to Colorado from Missouri, the only Norrid found was Preston A. Norrid, his wife, and four children. No race was listed. The broad-base assumption perhaps could be made that the Preston Norrid family was white since ethnicity was included in census reports

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**Zion Baptist Church on 18th and Holladay Street-The street's name was changed to Market Street in 1887.**

**Originally known as McGaa Street, it was changed in 1866 to Holladay Street.**



**Zion Baptist Church on 21<sup>st</sup> and Arapahoe Street**



Zion Baptist Church at 933 East 24<sup>th</sup> Avenue Denver, CO 80205

Built in 1892



## MEMORANDUM

**Date:** February 9, 2018  
**To:** Deadwood Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 2018 Outside of Deadwood Grants – Round One

On January 29, 2018, the Deadwood Historic Preservation Commission's Projects Committee met and reviewed the first round of the 2018 Outside of Deadwood Grants applications. This round included twenty four (24) Outside of Deadwood Grant applications requesting a total of \$415,228.41.

The budget for 2018 was reduced from an annual amount of \$250,000 to \$150,000 making the selection process more challenging. The Committee closely reviewed the applications and is making the following recommendations for grant approval. The table lists the applicant, project, location and amount for nine (9) grants totaling \$75,000.00 for the first round. The following pages are a brief explanation of all grants submitted for this round.

### 2018 OUTSIDE OF DEADWOOD GRANT ROUND 1 RECOMMENDATIONS

|                                       |                                     |                    |                    |
|---------------------------------------|-------------------------------------|--------------------|--------------------|
| Mystic Preservation Alliance .....    | William Frink Home/Garage .....     | Mystic .....       | 6,000.00           |
| Central City .....                    | Catholic Church Stabilization ..... | Central City ..... | 17,000.00          |
| Newell Museum .....                   | Wetz School House .....             | Newell .....       | 4,000.00           |
| Faulk County Historical Society ..... | Pickler Manson Tower .....          | Faulkton .....     | 4,500.00           |
| Haakon County Courthouse .....        | Courthouse Windows .....            | Philip .....       | 10,000.00          |
| First Presbyterian Church .....       | Church Roof .....                   | Groton .....       | 15,000.00          |
| Woodlawn Cemetery .....               | Markers .....                       | Sioux Falls .....  | 2,500.00           |
| Verendrye Museum .....                | Trail Markers .....                 | Ft. Pierre .....   | 1,000.00           |
| United Church of Christ .....         | Stained Glass Windows .....         | Vermillion .....   | 15,000.00          |
| <b>TOTAL GRANTS ROUND ONE .....</b>   |                                     |                    | <b>\$75,000.00</b> |



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### City of Belle Fourche – Chassel Memorial Band Shell – Resubmittal 2017 Round 2

The City of Belle Fourche is requesting funds for repairs to the Chassel Memorial Band Shell. Built in Herrmann Park in 1954, this structure is in need of a handicap access ramp, brick work, repairs to the trussel and electrical upgrades. The stage doorway needs to be replaced. Repairs need to be made to the front edge of the stage and the apron wall. Update the lighting and reopen the east storage room access to the stage.

Match \$25,000.00 Grant Request \$25,000.00 Total \$50,000.00

Match-to-Grant Ratio 50 % Proposed Grant amount = 0

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### Dell Rapids Society of Historic Preservation – Odd Fellows -- Resubmittal 2017 Round 2

The Dell Rapids Society for Historic Preservation has been restoring historic structures at the 1910 Orphanage Complex. Past Outside of Deadwood Grant funds have been used to rehabilitate the Odd Fellows building. Now the Dell Rapids Society of Historic Preservation wishes to focus on the last two units of the complex which face east and overlook the park like setting and historic gates. The plans are drawn for these units which need HVAC, plumbing, electrical, walls, kitchens and baths.

Match \$205,275.00 Grant Request \$25,000.00 Total \$230,275.00

Match-to-Grant Ratio 11% Proposed Grant amount = \$ 0

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### Mystic Preservation Alliance – Re-Roof – William Frink Home and Garage

The Mystic Preservation Alliance has proposed a project to replace two roofs. One is the William Frink home and the other on a garage located on the east side of Mystic Road in the Mystic Townsite Historic District. This is an extension of the re-roof projects completed on the Ice House and Assay Office funded last year with Outside of Deadwood Grant Funds. Plans are to use the same corrugated metal as used on the previous structures.

Match \$6,510.00 Grant Request \$9,685.87 Total \$16,195.87

Match-to-Grant Ratio 60% Proposed Grant amount = \$ 6,000.00

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### City of Mobridge – Mobridge Auditorium

The Historic Mobridge Auditorium (Sherr Howe Arena) houses historic Native American Murals. The auditorium is still being used for public events. As with many older public buildings the restrooms are located in the basement and are not handicap accessible which limits the use of the structure. The grant is to request funds to construct restrooms on the main floor.

Match \$195,000.00 Grant Request \$25,000.00 Total \$220,000.00

Match-to-Grant Ratio 11% Proposed Grant amount = \$ 0

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### Central City – St. Lawrence O’Toole Catholic Church

The St. Lawrence O’Toole Catholic Church was constructed in 1889. Located on main street of Central City it played an important role in Deadwood, Lead and Central City as the first Catholic Church in the area. The Church is starting to show its age and needs repairs done before any more damage occurs to the structure. The foundation needs to be repaired in order to stabilize the building. Once the building is secure the leaking roof can be repaired. Once this is complete interior restoration will begin to include replacing the stained glass windows that once adorned the building.

Match \$17,000.00      Grant Request \$17,000.00      Total \$34,000.00

Match-to-Grant Ratio 20%      Proposed Grant amount = \$ 17,000.00

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### Maggies Farm LLC – Maggie J Wood House -- WITHDRAWN

The Maggie J. Wood house was built in 1890. Maggie and her husband owned the dry good store and mercantile in Buffalo Gap. Since that time the house has passed through various owners and has sat vacant for the better part of the last ten years. Recently purchased the new owners formed Maggies Farm LLC and plan to restore the house. Paperwork has been completed and submitted for approval on to the National Register of Historic Places. The first phase of this project will be to replace the foundation.

Match \$69,892.31      Grant Request \$25,000.00      Total \$94,892.31

Match-to-Grant Ratio 26%      Proposed Grant amount 0

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### Newell Museum – Wetz School House

Around 1900 the Smith School was constructed to replace the log cabin school that was built in 1887 fifteen miles east of Vale on the Belle Fourche River. In 1943 the school was renamed “Wetz School” since Vollmer Wetz purchased the land on which the school sat and seven of his children went to school there. After state-wide school reorganization and consolidation, many “County Schools” were eliminated. In 1993 the school was donated to the Newell Museum. The Wetz School received major hail damage to the siding and windows are in need of repair. Some windows are completely broken out. The Newell Museum is requesting funds to help pay for these repairs.

Match \$4,143.05      Grant Request \$4,143.04      Total \$8,286.09

Match-to-Grant Ratio 50%      Proposed Grant amount = \$ 4,000.00

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### Faulk County Historical Society – Pickler Mansion

The Faulk County Historical Society is requesting funds to continue their work on the Pickler Mansion. They discovered during their work last year to continue to stabilize the tower the interior of the tower will need to be rebuilt. This will include replacement of three levels of rotten steps, rebuilding support beams under the tower steps, replacement of the floor sheeting for all three levels, re-installation of the windows, re-installation of the porch, and painting.

Match \$4,715.50      Grant Request \$4,715.50      Total \$9,431.00

Match-to-Grant Ratio 50%      Proposed Grant amount = \$ 4,500.00

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### Mobridge Rodeo Grounds

The Mobridge Rodeo Grounds are currently used for many different events including the Sitting Bull Stampede, Wrangler Roping, the Shrine Circus and the Mobridge Demolition Derby to name a few. The goal of Mobridge Rodeo Foundation, Inc. is to broaden the use of the Rodeo Grounds which will require renovations. The renovations and improvements they wish to make include updating the bleachers to be safer and to accommodate handicap, the construction of a ticket booth building, concession stand, handicap accessible restrooms, updated lighting and sound systems, improvement to drainage system and more pavement and concrete for better parking and walkways. This facility and its various uses bring the community and its cultures together and the hope is for this to continue.

Match \$2,312,123.00 Grant Request \$25,000.00 Total \$2,337,123.00

Match-to-Grant Ratio 1% Proposed Grant amount = \$ 0

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### Haakon County Courthouse

The Haakon County Court House was built in 1931/1932 and dedicated to the pioneers who settled in the area. Haakon County would like to undertake a two phase rehabilitation/preservation project to help preserve their Courthouse as part of their history. The first phase, which hopes to be completed in Spring of 2018, is to repair the exterior perimeter of the windows. The caulk has cracked and is coming loose causing the plaster to decay on the interior of the courthouse. Haakon County is requesting funds to redo the exterior perimeter caulking on the windows where it seals to the brick and to caulk the glass to the window, that was not done during installation, in hopes to prevent any further damage to the interior of the courthouse.

Match \$16,212.50 Grant Request \$16,212.50 Total \$32,425.00

Match-to-Grant Ratio 50% Proposed Grant amount = \$ 10,000.00

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### South Dakota Historical Society Foundation

The South Dakota State Archives is requesting funds to continue their photo digital imaging project that began in 2007. The Digital Archives has been growing in popularity and the statistics show the target audience of South Dakota citizens is becoming more aware of the resource and researchers world-wide are finding the images as well. Prior to 2007 researchers needed to visit the archives facility in Pierre or request the staff perform photo searches on their behalf. The funding of this project proposes to continue this important endeavor of making images accessible online.

Match \$25,000.00 Grant Request \$25,000.00 Total \$50,000.00

Match-to-Grant Ratio 50% Proposed Grant amount = \$ 0

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### First Presbyterian Church – Groton

The Presbyterian Church of Groton was organized in 1881 and their current structure was built in 1911. The Church has submitted an application to be listed on the National Register of Historic Places. The Church is requesting funds to replace the shingles on the entire roof and tuck-point certain areas on the outside walls. The Church plans to start this project as soon as the weather permits.

Match \$25,826.60 Grant Request \$25,000.00 Total \$50,826.60

Match-to-Grant Ratio 49% Proposed Grant amount = \$ 15,000.00

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### Woodlawn Cemetery

During the Depression years of the 1930s and for whatever reasons, approximately 30 babies were buried at Woodlawn Cemetery without markers. These grave sites were provided free of charge by Woodlawn. Now 85-90 years later, the baby's parents are deceased and they have no contact information for any family members. They have decided that these babies should be remembered with a permanent marker recognizing their existence. Woodlawn Cemetery would like to purchase 30 markers with a cost for each marker and the base at approximately \$200.00. There will also be landscape improvements in the baby section of the cemetery.

Match \$13,279.00 Grant Request \$2,500.00 Total \$15,779.00

Match-to-Grant Ratio 16% Proposed Grant amount = \$ 2,500.00

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### Lead Country Club

The Lead Country Club opened in 1922 and is fast approaching its 100 year anniversary. The Country Club is requesting grant funds to assist in their project to remodel the men's locker room and restroom, the women's locker room and restroom, and the entryway leading into the locker rooms. These rooms are very old and in poor repair so the Country Club plans on bring the facilities up to date but keeping with the historical integrity of this original golf course clubhouse.

Match \$17,469.00 Grant Request \$16,000.00 Total \$33,469.00

Match-to-Grant Ratio 47% Proposed Grant amount = \$ 0

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### Verendrye Museum Association – Historic Structures

The Verendrye Museum is requesting funding for several historic structures. The Log Cabin Visitor Center project will consist of staining and finishing inside doors, staining three of the outside log walls, painting trim, and sealing the lower part of the basement wall. The Sanarch School project will consist of replacing several bricks in the foundation, and some fencing along the side. The Old Jail will be painted, roof repaired, furnish the jail with appropriate furniture/furnishings, additional concrete flooring and masonry work on the bottom two feet of the structure to prevent and repair water seepage/damage and the windows and doors will be waterproofed. The Ft Pierre Depot Museum's outside platform has dropped four inches and will be lifted/leveled with a poly foam insert to stop water from draining into the basement. Railroad track resting on a base of river rock will be placed on east side of the depot creating an outside museum. An electrical outlet needs to be installed for the new Wi-Fi system. The Roy Norman Trail Sign project will continue with funds used to purchase lumber, paint and tooling equipment. Other items to be purchased are: display cases, shelves, racks, pegboards, stands, tables, chairs, new Verendrye Museum sign, window graphics, update museum booklets, and develop/create website. Other items include a ladder, mini-fridge, hot water heater and two utility sinks. *Because of the extensive funding request a copy of the submitted project costs is listed at the end of the summary report.*

Match \$20,004.00 Grant Request \$18,886.00 Total \$38,890.00

Match-to-Grant Ratio 49% Proposed Grant amount = \$ 1,000.00

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### Revive Day Spa – Roof Repair

Revive Day Spa building is located in Aberdeen's state and nationally designated Historic Commercial District and is part of the historic core of the community. The owner is requesting grant funds to repair the building's leaking roof in an effort to protect the structure and be able to utilize the 3<sup>rd</sup> floor. They are planning to begin this project following the award of grant funds this spring/summer.

Match \$10,000.00 Grant Request \$10,000.00 Total \$20,000.00

Match-to-Grant Ratio 50% Proposed Grant amount = \$ 0

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### United Church of Christ, Congregational - Vermillion

The United Church of Christ, Congregational in Vermillion was organized in 1870 with the current building built in 1929. The building has been well maintained over its nearly 90 year history and still has the original brick, clay tile roof and original windows. Most of the building's rectangular windows were fitted with aluminum storm windows in the 1980s. The circle top windows did not have storm windows installed and are showing signs of deterioration. The windows on the lower level were restored in 2012. Ben Brunick has agreed to start restoration of the windows in 2018 when he has completed his current project. He has recommended storm windows be installed to protect the windows until restoration can be done. The church is requesting grant funds to help purchase and install these storm windows.

Match \$27,570.10 Grant Request \$25,000 Total \$52,570.10

Match-to-Grant Ratio 23% Proposed Grant amount = \$ 15,000.00

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### Valentine T. McGillicuddy House

This house was built in 1887 by Valentine McGillicuddy. The house sits on the corner of Mt. Rushmore Road and South Street in Rapid City and at that time was considered one of the grandest homes in the area. McGillicuddy visited Deadwood on numerous occasions for various business obligations. Historic Rapid City wants to restore the interior of the house to the original floor plan. The grant funds they are requesting will be used for the restoration of the front door, interior doors, window trim, and baseboards.

Match \$18,905.50 Grant Request \$18,905.50 Total \$37,811.00

Match-to-Grant Ratio 50% Proposed Grant amount = \$ 0

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### City of Whitewood – Historic Street Lights

This City of Whitewood is requesting funds to install four street lamps on Meade Street in the historic district of Whitewood. The historic lamps would be placed on the street in front of the five historic buildings located in the historic district.

Match \$8,255.00 Grant Request \$8,255.00 Total \$16,510.00

Match-to-Grant Ratio 50% Proposed Grant amount = \$ 0

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### The Pearl Hotel – Kadoka

The Pearl Hotel has received Outside of Deadwood Funds in the past for the restoration of the hotel. The exterior work of the hotel has been completed along with the bathroom and furnace room. Plans are to redo the kitchen to make it functional.

Match \$5,025.00 Grant Request \$5,025.00 Total \$10,050.00

Match-to-Grant Ratio 50% Proposed Grant amount = \$ 0

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### United Church of Christ (Congregational) -- Yankton

The United Church of Christ in Yankton is requesting funds to preserve the stained glass windows in the Church Sanctuary. Because of damage due to their age and previous lack of maintenance these windows are in need of repair.

Match \$295,226.00 Grant Request \$25,000.00 Total \$320,226.00

Match-to-Grant Ratio 8% Proposed Grant amount = \$ 0

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### Yankton County Historical Society – Mead Building

The Yankton County Historical Society is requesting funds to remove the decking off the first floor verandas and replace with new construction. The rebar is falling out below the decking and in some places the decking is only 1.5 inches thick. There is a drainage issue and water sits in puddles which has caused damage. The Dakota Territorial Museum will begin full time operation in this building starting July 2018. The building was constructed in 1879 and was originally the Dakota Hospital for the Insane.

Match \$73,980 Grant Request \$25,000.00 Total \$98,980.00

Match-to-Grant Ratio 25% Proposed Grant amount = \$ 0

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### Ft Pierre Bid Board – Railroad Bridge Lighting

The Ft. Pierre Bid Board is requesting funds for a special lighting project of the railroad bridge that crosses the Missouri River and connects Pierre and Ft. Pierre. Constructed in 1907 and still in use today this bridge plays an important role in South Dakota history. Plans are to decoratively light the bridge to serve as a literal beacon for cultural history in Central South Dakota.

Match \$8,900.00 Grant Request \$8,900.00 Total \$17,800.00

Match-to-Grant Ratio 50% Proposed Grant amount = \$ 0

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### Keystone School Museum

The Keystone School Museum has previously received an Outside of Deadwood grant to repair three of the four foundation walls. They are now requesting funds to repair the fourth wall as water has seeped in over the past year causing damage.

Match \$26,268.66 Grant Request \$25,000 Total \$51,268.66

Match-to-Grant Ratio 23% Proposed Grant amount = \$ 0

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|   |             |
|---|-------------|
| Total amount of 2018 Outside of Deadwood Grant awards in Round 1: | \$75,000.00 |
|---|-------------|

TOTAL AMOUNT REQUESTED FOR 2018 OUTSIDE OF DEADWOOD GRANT  
AWARD IN ROUND 1

\$415,228.41

## VERENDRYE Museum Association – Historic Structure

### 12. PROJECT BUDGET – ITEMIZED AND SHOWING MATCH:

#### Applicant and Description Matching Funds Grant Total Project Cost

\*Volunteer Labor at \$19.65/hour and Professional Labor at higher cost/hour based on skill set. The private businesses/vendors have already committed to provide matching funds. The City of Fort Pierre and Stanley County also provide monetary support in cash and in-kind.

|  |                              | Match    | Grant    | Total    |
|--|------------------------------|----------|----------|----------|
| Log Cabin windows/doors:   | Material \$300 Labor \$302   | \$302    | \$300    | \$602    |
| Sansarc School concrete/blocks:  | Material \$1500 Labor \$2478 | \$2850   | \$ 1128  | \$3978   |
| Old Jail roof/concrete/windows:  | Material \$4791 Labor \$6650 | \$5650   | \$5791   | \$11441  |
| Fort Pierre Depot platform/display area:                               |                              |          |          |          |
|  | Material \$2200 Labor \$5148 | \$4248   | \$3100   | \$7348   |
| Marketing/Display Support: shelves/racks/website/sign/window graphics: |                              |          |          |          |
|  | Material \$5302 Labor \$5230 | \$2965   | \$7567   | \$10532  |
| Roy Norman trail signs wood:   | Material \$1000 Labor \$3989 | \$3989   | \$1000   | \$4989   |
|  | TOTALS                       | \$20,004 | \$18,886 | \$38,890 |

EXHIBIT H



February 5, 2018

Kevin Kuchenbecker, Historic Preservation Officer  
Deadwood Historic Preservation Commission  
City of Deadwood  
108 Sherman Street  
Deadwood, SD 57732

Dear Mr. Kuchenbecker and Preservation Commissioners:

The Mining History Association will be holding its annual conference in Deadwood from June 6-10, 2018. The conference brings together people from across the country who share the common interest of exploring any and all aspects of Mining History. Of course, the Black Hills and Deadwood offer a rich mining heritage, and the organization looks forward to an informative and exciting meeting. Several tours and presentations are already planned. The group will be using the Lodge at Deadwood as its headquarters.

In conversations with Kevin Kuchenbecker, I understand the Deadwood Historic Preservation Commission wishes to be the primary sponsor of the symposium. With this intention in mind, I invite the commission to donate \$1500.

If this support is possible, the Deadwood Historic Preservation Commission will be highlighted as a sponsor of the symposium, in printed materials, during presentations, and as part of a walking tour of Deadwood.

I thank you, in advance, for your support. If you would like more information or have any questions, please contact me.

Thank you, very much.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David Wolff", followed by a horizontal line.

David A. Wolff  
Deadwood Conference Coordinator  
Mining History Association  
4018 Ward Ave.  
Spearfish, SD 57783  
605-644-0375  
davidwolff@spe.midco.net

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 I

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

## MEMORANDUM

---

**Date:** February 9, 2018  
**To:** Deadwood Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Masonic Center Not-For-Profit Grant Request

---

The Historic Preservation Commission has received a request from the Deadwood Masonic Center to help with the costs associated with water damage that occurred on January 1, 2018. The cold temperature caused a water valve to break causing extensive damage to the second floor and part of the first floor of the building.

The Masonic Center has submitted a claim with their insurance but it could be another 60 days before anything is settled. Furthermore, they have a \$5,000.00 deductible. Meanwhile they hired contractors immediately to start the cleanup process so additional damage to floors and roof would not occur. The costs so far total a little over \$22,000.00. In order to pay these local contractors the Masonic Center is requesting Not-for-Profit Grant funds to pay for the cleanup costs. A copy of the invoices are attached to this memo.

The Not-For-Profit guidelines provide an amount up to \$50,000.00 within any five year period. The Deadwood Masonic Center has utilized \$23,744.00 since 2013.

**RECOMMENDATION:** *Move to approve the Not-for-Profit Grant to the Masonic Center Association for water damage cleanup costs not to exceed \$26,000.00.*

## Masonic Temple Water Damage Costs

| date      | vendor             | invoice # | description              | amount       | amount paid | date paid | balance |
|-----------|--------------------|-----------|--------------------------|--------------|-------------|-----------|---------|
| 1/2/2018  | Pro-Steam          | 7804      | initial clean-up         | \$ 13,184.52 |             |           |         |
| 1/2/2018  | Mike Vaga Plumbing | 4435      | repair leak              | \$ 297.74    |             |           |         |
| 2/1/2018  | Peachie Clean      | 32        | clean-up                 | \$ 1,231.95  |             |           |         |
| 2/1/2018  | Peachie Clean      | 31        | replace library curtains | \$ 159.75    |             |           |         |
| 1/30/2018 | Home Source        | 1402      | library carpet           | \$ 3,297.24  |             |           |         |
| 1/30/2018 | Home Source        | 14115     | library furniture        | \$ 4,696.65  |             |           |         |
|           |                    |           | TOTAL                    | \$ 22,867.85 |             |           |         |

# PRO-STEAM CARPET & UPHOLSTERY

168 CHARLES STREET # B  
DEADWOOD, SD 57732

605-578-2844

| Date     | Invoice # |
|----------|-----------|
| 1/2/2018 | 7804      |

Bill To

MASONIC CENTER ASSOCIATION  
PO BOX 357  
DEADWOOD, SD 57732

| CLAIM # | Terms          | Due Date |
|---------|----------------|----------|
|         | Due on receipt | 1/2/2018 |

| Item             | Description  | Quan... | LF / HR | Rate   | Amount    |
|------------------|--|---------|---------|--------|-----------|
| WATER RESTORA... | AT THE MASONIC TEMPLE DWD DUE TO A BROKEN WATER LINE ON THE 3RD FLOOR SINK |         |         |        |           |
| EMERGENCY        | SERVICE  |         |         | 150.00 | 150.00T   |
|                  | ***LIBRARY***  |         |         |        |           |
| WATER EXTACTL... |  | 882     | SQFT    | 0.55   | 485.10T   |
| AIRMOVERS        | 17 AIRMOVERS @ \$30.00 / UNIT / DAY X 8 DAYS                               | 8       | DAYS    | 510.00 | 4,080.00T |
| XL DEHUMIDIFIER  | 2 XL R200 DEHUMIDIFIER @ \$101.25 / UNIT / DAY X 8 DAYS                    | 8       | DAYS    | 202.50 | 1,620.00T |
| REMOVE CARPET    | CUT STRIP AND BAG  | 882     | SQFT    | 0.45   | 396.90T   |
| REMOVE PAD       | AND BAG  | 882     | SQFT    | 0.41   | 361.62T   |
| REMOVE TACK      | STRIP  | 143     | LF      | 0.55   | 78.65T    |
| REMOVE CARPET    | CUT STRIP AND BAG GLUE DOWN CARPET FROM LIBRARY                            | 162     | SQFT    | 0.45   | 72.90T    |
| REMOVE           | LIGHTS FROM CEILING IN LIBRARY AND OFFICE                                  | 5       | EA      | 12.00  | 60.00T    |
| REMOVE           | SUSPEND CEILING FROM LIBRARY   | 950     | SQFT    | 0.50   | 475.00T   |
| REMOVE           | SUSPEND CEILING FROM OFFICE IN LIBRARY                                     | 162     | SQFT    | 0.15   | 24.30T    |
| REMOVE & RE-SET  | DOOR FROM OFFICE   | 1       |         | 7.00   | 7.00T     |
| CONTENTS         | MOVE OUT CONTENTS FROM LIBRARY AND OFFICE IN LIBRARY                       | 30      | HRS     | 24.95  | 748.50T   |
| REMOVE           | PLASTER AND LATHE CEILING FROM LIBRARY AND BAG FOR LANDFILL                | 71      | SQFT    | 1.29   | 91.59T    |

*Thank You For Your Business*

**Subtotal**

**Sales Tax (0.0%)**

**Total**

# PRO-STEAM CARPET & UPHOLSTERY

168 CHARLES STREET # B  
DEADWOOD, SD 57732

605-578-2844

| Date     | Invoice # |
|----------|-----------|
| 1/2/2018 | 7804      |

Bill To

MASONIC CENTER ASSOCIATION  
PO BOX 357  
DEADWOOD, SD 57732

|                                    |  | CLAIM #                 | Terms          | Due Date    |           |
|------------------------------------|--|-------------------------|----------------|-------------|-----------|
|                                    |  |                         | Due on receipt | 1/2/2018    |           |
| Item                               | Description  | Quan...                 | LF / HR        | Rate        | Amount    |
| NEG AIR                            | 1 MACHINE@ \$100 / UNIT / DAY X 2 DAYS FOR DUST CONTROL FROM PLASTER CEILING | 3                       | DAYS           | 100.00      | 300.00T   |
| HEPA VAC                           | LIBRARY AND OFFICE FLOOR FOLLOWING REMOVAL OF PLASTER AND LATH CEILING       | 950                     | SQFT           | 0.25        | 237.50T   |
| LABOR                              | TO REMOVE BAGGED DEBRIS FOR LIBRARY  | 10                      | HRS            | 24.95       | 249.50T   |
| REMOVE DEBRIS                      | TO LANDFILL  | 6                       | LOADS          | 102.35      | 614.10T   |
|                                    | ***3RD FLOOR BATHROOM AND HALLWAY***   |                         |                |             |           |
| AIRMOVERS                          | 2 AIRMOVERS @ \$30.00 / UNIT / DAY X 8 DAYS                                  | 8                       | DAYS           | 60.00       | 480.00T   |
| LG DEHUMIDIFIER                    | 1 LG DEHUMIDIFIER @ \$75.00 / UNIT / DAY X 8 DAYS                            | 8                       | DAYS           | 75.00       | 600.00T   |
| CONTAINMENT                        | SET UP AND TEARDOWN CONTAINMENT IN 3RD FLOOR BATHROOM HALLWAY                |                         |                | 25.00       | 25.00T    |
| REMOVE VINLY                       | TILES BATHROOM FLOOR   | 32                      | SQFT           | 0.00        | 0.00T     |
| REMOVE & RE-SET                    | DOOR FROM BATHROOM   | 1                       |                | 7.00        | 7.00T     |
|                                    | ***1ST FLOOR ENTRY TO KITCHEN***   |                         |                |             |           |
| AIRMOVERS                          | 1 AIRMOVERS @ \$30.00 / UNIT / DAY X 8 DAYS                                  | 8                       | DAYS           | 30.00       | 240.00T   |
| LG DEHUMIDIFIER                    | LG DEHUMIDIFIER @ \$75.00 / UNIT / DAY X 8 DAYS                              | 8                       | DAYS           | 75.00       | 600.00T   |
| MONITORING                         | SET UP AND TEAR DOWN OF EQUIPMENT. TAKE PSYCHOMETRIC AND MOISTURE READING    | 22                      | HRS            | 53.63       | 1,179.86T |
| <i>Thank You For Your Business</i> |  | <b>Subtotal</b>         |                | \$13,184.52 |           |
|                                    |  | <b>Sales Tax (0.0%)</b> |                | \$0.00      |           |
|                                    |  | <b>Total</b>            |                | \$13,184.52 |           |

# MIKE VAGA PLUMBING

(605) 591-2912

P.O. Box 222  
Lead, SD 57754

## INVOICE

| DATE   | INVOICE # |
|--------|-----------|
| 1/2/18 | 4435      |

### BILL TO:

DEADWOOD MASONIC CENTER  
501 MAIN ST C/O MIKE RODMAN  
DEADWOOD, SD 57732

### WORK PERFORMED AT:

MASONIC TEMPLE / LODGE  
MAIN ST  
DEADWOOD

### PRE-AUTHORIZATION

I have the authority to order the work below and do so order as outlined below. It is agreed that the seller will retain title to any equipment or material furnished until final and complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof.

☒ CALLED IN BY MIKE @ 391-8813

### TERMS

PAYMENT IS DUE  
IN FULL UPON  
COMPLETION OF  
WORK

### DESCRIPTION

### AMOUNT

INSPECT PLUMBING ON 3RD & 4TH FLOOR  
FINDING CRACKED VALVE @ 3RD FLOOR  
HOP SINK DUE TO FREEZE. REPLACE  
WITH NEW. DRAIN PIPES TO 2ND FLOOR  
TO PREVENT FUTURE FREEZE UPS

291.90

*Mike / M. Tule*

WHILE EVERY EFFORT IS MADE TO USE QUALITY MATERIALS, MVP  
CANNOT BE HELD RESPONSIBLE FOR MANUFACTURERS DEFECTS.

SUBTOTAL 291.90

TAX (2%) 5.84

TOTAL 297.74

# Peachie Clean

Business Number: (605) 591-0942 (leave message)  
103 Pocket Gulch Ave.  
Central City, SD 57754  
P: (605)206-3370  
M: (605)591-0942  
crystaltouchstone@yahoo.com



## Bill To

Mike Rodman  
710 Odde Pl  
Rapid City, SD, 57701  
mrodman@rap.midco.net

## Estimate EST0032

Date 02/01/2018

| DESCRIPTION   | QTY | RATE    | AMOUNT    |
|---|-----|---------|-----------|
| Total hours for water damage on the 3rd.<br>This is for the whole month. These are the things that I<br>done to get water mess cleaned up and books dried out,<br>book cases cleaned out an off, office cleaned out, hall<br>floor water off and after drying for a while ran floor<br>machine over, shampooing front carpet, moved cotts<br>and blankets to basement, etc.....   | 45  | \$20.00 | *\$900.00 |
| Greg's hours he helped me and time on getting things<br>carried out an down to basement, library cleaned out,<br>office cleaned out, moved stuff from back entrance to<br>basement, ceiling tiles put of pantry and carried out.<br>Curtains down in library, Bookcases back together,<br>helped with sorting damaged books. Etc.....<br>Greg's hours will be separate until work is completed, he<br>will be helping Wayne with the construction, they will be<br>handling their own hours after this month of January.. | 15  | \$20.00 | *\$300.00 |
| Carpet cleaning supplies<br>Used my cleaner machine for this at no charge!  | 1   | \$20.00 | \$20.00   |
| Spot cleaner for carpet in front.<br>My cleaner at no charge, charging for supplies only..  | 1   | \$10.00 | \$10.00   |

\* Indicates non-taxable line item

Subtotal \$1,230.00  
Tax (6.5%) \$1.95

## cash perferred

NA  
Northern Hills Federal Credit Union 291479301 1007667860709

By check

Peachie Clean or Crystal T. Young Peachie Clean Or Crystal T. Young

Other

Mail check to:  
103 Pocket Gulch Ave.  
Central City,SD 57754

Total \$1,231.95

## Peachie Clean

Business Number: (605) 591-0942 (leave message)

103 Pocket Gulch Ave.

Central City, SD 57754

P: (605)206-3370

M: 605)591-0942

crystaltouchstone@yahoo.com



### Bill To

Mike Rodman

710 Odde Pl

Rapid City, SD, 57701

mrodman@rap.midco.net

### Estimate EST0031

Date 02/01/2018

| DESCRIPTION                      | QTY | RATE    | AMOUNT   |
|----------------------------------|-----|---------|----------|
| Replacement curtains for library | 5   | \$20.00 | \$100.00 |
| Tie backs                        | 5   | \$10.00 | \$50.00  |

### cash preferred

NA

Northern Hills Federal Credit Union 291479301 1007667860709

By check

Peachie Clean or Crystal T. Young Peachie Clean Or Crystal T. Young

Other

Mail check to:  
103 Pocket Gulch Ave.  
Central City,SD 57754

|            |          |
|------------|----------|
| Subtotal   | \$150.00 |
| Tax (6.5%) | \$9.75   |
| Total      | \$159.75 |



709 12th St  
Spearfish, SD, 57783  
Tel (605) 642-3822  
Fax

**Quotation**  
Quote No. 14102  
Quote Date 1/30/2018  
Quote By

**SOLD TO:** Wayne Stuen  
Masonic Lodge  
  
Deadwood, SD 57732  
Phone (605) 639-1688

**SHIPPED TO:** Wayne Stuen  
Masonic Lodge  
  
Deadwood, SD 57732  
Phone (605) 639-1688

| Qty  | Ord | Description                             | Price  | Extended   |
|------|-----|---|--------|------------|
| 1200 |     | Shaw Industries 7/16 Ruby Carpet Pad 8# | \$0.42 | \$504.00   |
| 1200 |     | Mathews & Parlo SPR620 Res. Carpet 723  | \$2.16 | \$2,592.00 |

(2) 12 x 50's

**SPECIAL ORDERS ARE NOT SUBJECT TO CANCELLATION**

Availability of merchandise is estimated according to information on hand at the time order is written. · Seller shall not be responsible for delays in delivery of merchandise occasioned by manufacturer's scheduling, stock on hand, availability of materials, transportation difficulty or any other cause beyond the control of the seller.

**ALL SALES ARE FINAL · NO REFUNDS**

ALL EXCHANGES AND CANCELLATIONS ARE SUBJECT TO SELLER APPROVAL  
A minimum fee of 15% of the purchase price will be assessed (re-stocking fee) on seller approved returns, exchanges or cancellations. · Buyer assumes all risks associated with transportation of merchandise picked up. · Buyer agrees to measure doorways and stairways before ordering, as seller is not responsible for merchandise purchased that is too large to fit. · SELLER CAN DESIGNATE A DAY FOR DELIVERY, but not a specific time. · Seller cannot move, haul, or rearrange old furniture. · Seller makes no warranty beyond any written description itemized on this order. · Such disclaimer does not affect manufacturer warranty, if any. · Seller will assist the buyer in the exercise of all factory warranties. · BUYER LAYAWAYS ARE NOT SUBJECT TO CANCELLATION. · Buyer agrees to complete payment on schedule, or proceeds of prior payment(s) towards layaway may be forfeited.

BUYER AUTHORIZES ABOVE ORDER

MERCHANDISE RECEIVED  
IN GOOD CONDITION

X

X

SUBTOTAL: \$3,096.00  
DELIVERY: \$0.00  
TAX: \$201.24  
INVOICE TOTAL: \$3,297.24

**TOTAL DUE: \$3,297.24**



709 12th St  
Spearfish, SD, 57783  
Tel (605) 642-3822  
Fax

## Quotation

Quote No. 14115  
Quote Date 2/6/2018  
Quote By

SOLD TO: Deadwood Masonic Temple

, SD  
Phone (605) 391-8813

SHIPPED TO: Deadwood Masonic Temple

, SD  
Phone (605) 391-8813

| Qty Ord | Description   | Price    | Extended   |
|---------|---|----------|------------|
| 4       | ASHLEY Furniture Industries INC. 1550220 Chair 38 in X 45 in X 40 in Mindaro Canyon | \$670.00 | \$2,680.00 |
| 2       | ASHLEY Furniture Industries INC. 1550238 Sofa 38 in X 91 in X 40 in Mindaro Canyon  | \$850.00 | \$1,700.00 |

### SPECIAL ORDERS ARE NOT SUBJECT TO CANCELLATION

Availability of merchandise is estimated according to information on hand at the time order is written. · Seller shall not be responsible for delays in delivery of merchandise occasioned by manufacturer's scheduling, stock on hand, availability of materials, transportation difficulty or any other cause beyond the control of the seller.

#### **ALL SALES ARE FINAL • NO REFUNDS**

ALL EXCHANGES AND CANCELLATIONS ARE SUBJECT TO SELLER APPROVAL  
A minimum fee of 15% of the purchase price will be assessed (re-stocking fee) on seller approved returns, exchanges or cancellations. · Buyer assumes all risks associated with transportation of merchandise picked up. · Buyer agrees to measure doorways and stairways before ordering, as seller is not responsible for merchandise purchased that is too large to fit. · SELLER CAN DESIGNATE A DAY FOR DELIVERY, but not a specific time. · Seller cannot move, haul, or rearrange old furniture. · Seller makes no warranty beyond any written description itemized on this order. · Such disclaimer does not affect manufacturer warranty, if any. · Seller will assist the buyer in the exercise of all factory warranties. · BUYER LAYAWAYS ARE NOT SUBJECT TO CANCELLATION. · Buyer agrees to complete payment on schedule, or proceeds of prior payment(s) towards layaway may be forfeited.

BUYER AUTHORIZES ABOVE ORDER

MERCHANDISE RECEIVED  
IN GOOD CONDITION

X

X

SUBTOTAL: \$4,380.00  
DELIVERY: \$30.00  
TAX: \$286.65  
INVOICE TOTAL: \$4,696.65

TOTAL DUE: \$4,696.65

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 J

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

## MEMORANDUM

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**Date:** February 9, 2018  
**To:** Deadwood Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 610 Main Street (Eagle Bar) – Second Floor Restoration Project

---

The Main Street Initiative's Economic Restructuring Committee has been working on a project to encourage building owners on Main Street Deadwood to restore and utilize the upper floors of their structures. To this end, Deadwood has partnered with the Department of Architecture at South Dakota State University to record the existing conditions of nine (9) upper stories within Deadwood.

While this program is still in the working stage, the building owner of 610 Main Street (Eagle Bar) is already starting the process of restoring the façade through the Conservation Easement Program and planning for a second floor rehabilitation/restoration to potentially become a brothel museum.

Chamberlin Architects has met with the owner to develop schematic or conceptual designs for plans to restore the second floor of the building in hopes to create an attraction for Deadwood. Once the restoration is complete the owner would like to develop an arrangement for use of the second floor with a not-for-profit entity to design, maintain and operate the museum.

The owner is requesting to use part of the grant funds to assist in the cost of the architectural fees for the project.

C H A M B E R L I N  
· · · · ·  
A R C H I T E C T S

Kevin Kuchenbecker  
Deadwood Historic Preservation  
108 Sherman Street  
Deadwood, SD 57732

RE: Deadwood Brothel Renovation, 610 Main Street, Second Floor  
Design through Construction Proposal

February 8, 2018

Dear Mr. Kuchenbecker,

Chamberlin Architects is pleased to submit to you this offer of architectural and engineering services to develop the renovation design, produce construction documents, bidding assistance and construction phase services for the project.

#### GENERAL PROJECT DESCRIPTION

The second floor of the building is approximately 2,500 square feet in size and broken up into many small rooms. The floor plan will remain the same as it is now, with the exception of the restrooms.

The existing construction is wood framed with lath and plaster walls and ceilings, which will be repaired as necessary by either patching the plaster, or if beyond repair, will be replaced with gypsum board. The existing floor is wood and will be refinished. There are several skylights, which will be repaired or reconstructed. Windows will be replaced.

Restrooms will be reconstructed for public use. There is a possibility that they may be designed to accommodate overnight guests, which would require showers.

The floor has settled, but it is unclear whether there is a desire to level it.

It is likely that wall covering will be used to reflect the historical finishes.

All mechanical, plumbing and electrical systems will be new. Fixtures will be selected that represent historical fixture styles.

It appears a kitchen existed at some point in time. Reconstruction of a functional kitchen is not included in this proposal, but can be added if desired. Also, there may have been a bar on the second floor. A bar design is not included in this proposal, but can be added if desired.

We assume that a fire sprinkler system will need to be installed.

The project will be competitively and publically bid.

#### BUDGET

We estimate the construction cost to be between \$300,000 and \$400,000.

S:\Deadwood Brothel\Proposal\Renovation\Cover letter to City of Deadwood.doc

• A P R O F E S S I O N A L C O R P O R A T I O N •

725 ST JOSEPH STREET, SUITE B1  
RAPID CITY, SOUTH DAKOTA, 57701  
605.355.6804  
www.chamberlinarchitects.com

C H A M B E R L I N  
.  
A R C H I T E C T S

SCOPE OF SERVICES

We will provide Building Analysis through Construction Phase Services, which will include the following tasks and deliverables:

Building Analysis:

1. Building measuring (We assume that SDSU has information that will assist with this).
2. Structural assessment of visually accessible second floor and roof construction.
3. Review plumbing and electrical systems.
4. Review condition of finishes including an attempt to uncover past finishes. This may include removal of portions of the wall plaster to send in for analysis.
5. Review historical photographs and documents.

Design Development Submittal:

1. Demolition Plan
2. Floor Plan
3. Exterior Elevations
4. Color Selections for approval
5. Preliminary Details
6. Draft Specification
7. Opinion of Probable Cost

100% Construction Documents:

1. Final Demolition Plans and Elevations
2. Final Floor Plans
3. Final Exterior Elevations
4. Final Storefront, window, door and cornice details
5. Final Specifications and Project Manual

Bidding Phase:

1. Send bid documents to Contractors
2. Answer Contractor questions
3. Attend Pre-Bid meeting
4. Issue Addenda
5. Assist Owner with reviewing bids

Construction Phase:

1. Review submittals
2. Review and certify applications for payment
3. Attend progress construction meetings
4. Attend Substantial Completion walkthrough and issue punch list
5. Review closeout documents
6. Attend Final Completion walkthrough and certify final application for payment

NOT INCLUDED, BUT AVAILABLE FOR AN ADDITIONAL COST:

1. Elevator / ADA access design
2. Kitchen design
3. Applications for Historic Preservation grants, tax moratorium, tax credits and similar work, which will be billed on an hourly basis.
4. Major changes or repairs to structural systems that may be determined necessary during existing conditions investigations.
5. As-built drawings after construction.

S:\Deadwood Brothel\Proposal\Renovation\Cover letter to City of Deadwood.doc

• A P R O F E S S I O N A L C O R P O R A T I O N •

725 ST JOSEPH STREET, SUITE B1  
RAPID CITY, SOUTH DAKOTA, 57701  
605.355.6804  
www.chamberlinarchitects.com

C H A M B E R L I N  
A R C H I T E C T S

6. 3-Dimensional artistic rendering.
7. Roof repairs or re-roofing design.

#### COMPENSATION

We propose to provide the services above for a lump sum fee of \$39,800 exclusive of Reimbursable Expenses for printing, postage and travel to the Deadwood. Should the Scope of Services identified above change substantially, an appropriate adjustment to the fee will be established at that time. In addition to the above, the Owner will be responsible for any applicable taxes.

The fee is broken down as follows:

|                        |                    |
|------------------------|--------------------|
| Chamberlin Architects: | \$24,100.00        |
| Skyline Engineering:   | \$13,200.00        |
| Albertson Engineering: | <u>\$ 2,500.00</u> |
| Total:                 | <u>\$39,800.00</u> |

|                         |                    |
|-------------------------|--------------------|
| Building Analysis:      | \$ 4,000.00        |
| Design Development:     | \$10,000.00        |
| Construction Documents: | \$11,500.00        |
| Bidding:                | \$ 1,500.00        |
| Construction Phase:     | <u>\$12,800.00</u> |
| Total:                  | <u>\$39,800.00</u> |

#### REIMBURSABLE EXPENSES

Reimbursable expenses, if necessary shall be billed at cost, and include:

Printing and shipping of bid documents.

Travel to project site, billed hourly plus mileage at current government-established rate.

#### SCHEDULE

We intend to complete the Construction Documents during summer of 2018 for bidding late summer and construction in the fall.

This proposal becomes invalid if not accepted within 30 calendar days.

Thank you for the opportunity to present this proposal. If you have any questions, or would like to discuss further, please don't hesitate to ask.

Sincerely,



Bradley P. Burns, AIA  
Chamberlin Architects, PC

**MEMORANDUM**

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**Date:** February 8, 2018  
**To:** Deadwood Historic Preservation Commission  
**From:** Mike Runge, City Archivist  
**Re:** **2018 City of Deadwood Archives Projects - Permission to enter into Agreements**

---

The City Archives is requesting permission to enter into contracts with the following people and/or organizations as part of the 2018 Archives budgeted projects. These projects will be completed by December 31, 2018.

---

- Oral History Project – Dr. Robert Campbell, Spearfish, SD
  - 10 transcribed oral histories
  - COST: \$6,750.00
- City of Deadwood's Justice Dockets, (1946 to 1976) – Don Toms, Lead, SD
  - 20 ledgers
  - COST: \$8,000.00
- Development of Traveling Exhibit on James Butler Hickok Collection – Siouxland Heritage Center, Sioux Falls, SD
  - seven (7) retractable exhibit banners
  - COST: \$6,500.00

The above projects were approved by the City and the Deadwood Historic Preservation Commissions at the 2017 budget hearings.

**RECOMMENDATION:**

Allow the City Archives to enter into contracts with the above mentioned organizations and people to fulfill the 2018 City of Deadwood Archives annual budget. Combined, the cost for these three (3) projects will not exceed \$22,000.00 dollars. These are 2018 budgeted City Archive projects. The proposed contracts are attached to this memorandum.

## **2018 TRAVELING WILD BILL EXHIBIT CONTRACT**

This AGREEMENT is between the City of Deadwood-Archives, Deadwood, South Dakota a department of the City of Deadwood (hereinafter referred to as “**ARCHIVES**”) and Siouxland Heritage Museums, 200 W. 6<sup>th</sup> Street, Sioux Falls, SD 57104 (hereinafter referred to as “**INDEPENDENT CONTRACTOR**”).

The parties hereto desire to enter into an agreement whereby the **INDEPENDENT CONTRACTOR** agrees to provide pull up panels focusing on the history of Wild Bill in Deadwood to the **ARCHIVES**. The parties agree that this contract shall be the **INDEPENDENT CONTRACTOR’S** responsibility to provide her own office space and equipment and pay her own Social Security and insurance. The **INDEPENDENT CONTRACTOR** will submit for the completed project seven (7) one-sided retractable laminated banners, including travel case and soft cases for payment to the **ARCHIVES**. The finished banners and traveling case, notes, and documentation associated with this project shall become property of the City of Deadwood. Banner topics will be selected by the **ARCHIVES**.

**ARCHIVES** will reimburse the **INDEPENDENT CONTRACTOR** at the rate of Six-Thousand Five Hundred Dollars (\$6,500.00) upon completion of the project. It is anticipated by the parties that **INDEPENDENT CONTRACTOR** shall complete the seven (7) one-sided retractable laminated banners by December 31, 2018 for the total sum of Six Thousand Five Hundred Dollars (\$6,500.00). The **ARCHIVES** will pay for no more than seven (7) one-sided retractable laminated banners. **INDEPENDENT CONTRACTOR** may not subcontract any portion of this contract or any portion of the work.

**ARCHIVES** may terminate this contract for cause upon a five (5) day written notice. **INDEPENDENT CONTRACTOR** may terminate this contract for any reason upon thirty (30)

day written notice. In performance of this work hereunder, **INDEPENDENT CONTRACTOR** is an independent contractor and shall not be construed as creating a relationship of principal and agent, or employer and employee between the **ARCHIVES** and **INDEPENDENT CONTRACTOR**. The **INDEPENDENT CONTRACTOR** shall not have any authority to hire any person on behalf of the **ARCHIVES** or to charge any amounts at any place to the **ARCHIVES**.

**INDEPENDENT CONTRACTOR** hereby indemnifies, defends and holds harmless **ARCHIVES**, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, deaths, demands, damages, liabilities, interest, attorney's fees, court and other costs and expense of any kinds or character including without limitation all claims, damages, and liability of any type related to injury or death to any person or damages to any property before or after completion of the work in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claim to be caused, occasioned or contributed in whole or in part through any act or omission, fault, or neglect, active or passive, with the **INDEPENDENT CONTRACTOR** or anyone acting under the **INDEPENDENT CONTRACTOR'S** direction, control, or on **INDEPENDENT CONTRACTOR'S** behalf in connection with or incident to the work or otherwise.

This agreement and the rights and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.

The AGREEMENT constitutes the entire agreement of the parties on its subject. There are no other terms, conditions, or understandings of any kind or nature expressed or implied.

*[Signature page to follow]*

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

CITY OF DEADWOOD

By \_\_\_\_\_  
Charles Turbiville, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jo Nelson  
City Finance Officer

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

INDEPENDENT CONTRACTOR  
Siouxland Heritage Museums

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of South Dakota                    )  
  ) SS  
County of \_\_\_\_\_                    )

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

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**CONTRACT BETWEEN CITY OF DEADWOOD AND**  
**DONALD TOMS**

This Agreement is between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, on behalf of its Archives department (hereinafter referred to as "CITY") and DONALD TOMS of Lead, South Dakota (hereinafter referred to as "TOMS").

**WHEREAS**, TOMS; has agreed to index the City of Deadwood's Justice Dockets, (1946 to 1976) as related to the history of Deadwood and Lawrence County, South Dakota; and

**WHEREAS**, the purpose of this agreement is to set forth the terms and conditions for which TOMS shall perform the services; and

**WHEREAS**, the CITY has accepted the proposal from TOMS for an amount not to exceed Eight Thousand and No/100ths Dollars (\$8,000.00); and

**WHEREAS**, the CITY has accepted the proposal from TOMS, based upon the representations made above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. TOMS shall index City of Deadwood Justice Dockets, (1946 to 1976) as part of the 2018 indexing project of the CITY's Archives Department.
3. The parties agree that it is TOMS' responsibility to comply with all local and state laws relating to workmen's compensation, register, report, and pay all necessary taxes and insurance including, but not limited to Social Security, FICA, Unemployment Insurance, comply with the Equal Employment Opportunities Act.
4. TOMS shall provide his own office space, equipment and materials to meet the requirements of this agreement.
5. TOMS shall create and provide CITY with one (1) digital copy of the transcribed materials along with the original files in good working order.

6. TOMS shall submit one (1) voucher for each completed indexed ledger for payment to CITY. All materials and vouchers shall become the property of CITY.
7. TOMS may not subcontract any portion of this contract or any portion of the work.
8. Either party may terminate this agreement upon providing the other party thirty (30) days notice in writing and served upon the other party via certified mail.
9. TOMS is an independent contractor and this contract shall not be construed as creating any type of relationship including but not limited to, principal and agent or employer and employee between CITY and TOMS. TOMS does not have authority to hire any person on behalf of CITY.
10. TOMS shall indemnify, defend and hold harmless CITY, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of TOMS as set forth in this agreement.
11. The amount of Eight Thousand and No/100ths Dollars (\$8,000.00) shall be due to TOMS upon completion of the indexing;
12. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.
13. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

*[Signature page to follow]*

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

CITY OF DEADWOOD

By: \_\_\_\_\_  
Charles M. Turbiville, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jo Nelson  
City Finance Officer

INDEPENDENT CONTRACTOR

By: \_\_\_\_\_  
Donald Toms

State of South Dakota                    )  
  ) SS  
County of \_\_\_\_\_                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared Donald Toms, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**CONTRACT BETWEEN CITY OF DEADWOOD AND  
ROBB CAMPBELL, INDEPENDENT CONTRACTOR**

This Agreement is between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, on behalf of its Archives department (hereinafter referred to as "CITY") and Robb Campbell of 311 Canyon View Lane, Spearfish, South Dakota 57783 (hereinafter referred to as "CAMPBELL").

The purpose of this Contract is to set forth the terms and conditions of the agreement between CITY and CAMPBELL for services related to the production of oral histories, focusing on the development of limited gaming or other subjects related to the history of Deadwood, Lawrence County, South Dakota.

The parties desire to enter into an agreement whereby CAMPBELL agrees to create and provide to CITY ten (10) oral histories; and

CAMPBELL has the experience and expertise to produce the oral histories.

Based upon the representations and understanding of each party, CITY and CAMPBELL agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. The parties agree it is CAMPBELL'S responsibility to comply with all local and state laws relating to workmen's compensation, register, report, and pay all necessary taxes and insurance including, but not limited to Social Security, FICA, Unemployment Insurance, and comply with the Equal Employment Opportunities Act.
3. CAMPBELL shall provide his own office space, equipment and materials to meet the requirements of this agreement.
4. CAMPBELL shall create and provide CITY with ten (10) completed oral histories and one (1) copy of the transcribed interview, interview recordings and an oral history release form by December 31, 2018.
5. Upon completion of each oral history, CAMPBELL shall provide CITY one copy of the transcribed interview, interview recordings, and oral history release form, and vouchers for work completed.

6. CAMPBELL shall remain solely responsible for the content and accuracy of the transcriptions.
7. CITY shall pay CAMPBELL the sum of Six Hundred Seventy-five and no/100s Dollars (\$675.00) per each completed oral history, for a total not to exceed Six Thousand Seven Hundred Fifty and no/100s Dollars (\$6,750.00), for work completed and this amount cannot be exceeded unless change orders are agreed upon in writing by both parties;.
8. Prior to scheduling any oral histories, the CITY shall select the interview subjects.
9. With the sole exception of the typing of transcriptions of interviews, CAMPBELL may not subcontract any portion of this contract or any portion of the work.
10. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
11. Either party may terminate this agreement upon providing the other party with thirty (30) days notice in writing and served upon the other party via certified mail; however within one (1) week of such notice, CAMPBELL shall provide to CITY all original documents produced at that time.
12. CAMPBELL is an independent contractor and this contract shall not be construed as creating any type of relationship including but not limited to, principal and agent or employer and employee between CITY and CAMPBELL. CAMPBELL does not have authority to hire any person on behalf of CITY.
13. CAMPBELL shall indemnify, defend and hold harmless CITY, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of CAMPBELL as set forth in this agreement.
14. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.
15. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

*[signatures and acknowledgments on following page]*

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

# CITY OF DEADWOOD

By: \_\_\_\_\_  
Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson  
City Finance Officer

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

Robb Campbell, Independent Contractor

State of \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared Robb Campbell, Independent Contractor, 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 for the purposes therein contained.

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

(SEAL)

Notary Public  
My Commission Expires: \_\_\_\_\_

# EXHIBIT L

## THE CITY OF DEADWOOD, SOUTH DAKOTA PINE STREET ARCHWAY PROJECT

JANUARY 21, 2018

REVISED  
JANUARY 26, 2018

PREPARED AND SUBMITTED BY:

**BERBERICH**DESIGN

Kevin Kuchenbecker  
Planning, Zoning, and Historic Preservation  
**City of Deadwood**  
108 Sherman Street  
Deadwood, South Dakota, 57732

Bob Nelson Jr.  
Zoning Administrator  
**City of Deadwood**  
108 Sherman Street  
Deadwood, South Dakota, 57732

Dear Kevin & Bob,

Berberich Design (Designer/Consultant) would like to thank you and the City of Deadwood (Client) for this opportunity to provide professional design and consulting services for your community. The following proposal has been divided into four sections. The first section is a project overview that outlines our understanding of the project to date and our general approach. Section two defines the scope of work and outlines design phases for the project. The third section describes the scope of basic services. The fourth and final section provides fee outlines followed by terms for the project.

## **PROJECT OVERVIEW**

The city has requested the Designer to provide design documentation and project oversight for a new archway to be located on Pine Street at the intersection of Route 85 (Pioneer Way). This archway will use the same copy and design as the existing archway located at the lower Main Street intersection recently completed by the Designer. Based on traffic information provided by the Client, it's understood that 67% of visitors coming into Deadwood will use the intersection of Pine Street and Pioneer Way.

Upon preliminary site visit it was discovered that the overall width of the archway will need to be increased as compared to the existing. Designer will consider factors of limited space for foundations and concrete pads for posts as well as any right-of-way and private property concerns. It's understood by the Designer that the Client has engaged both a land surveyor and a structural engineer for this effort. Client would like to have the new archway installed by May 2018 and no hard budget was discussed.

## **SCOPE OF WORK**

### **Phase I- Design Development (1425.00)**

During the Design Development Phase we shall develop up to two (2) design concepts with to-scale color drawings for the new archway showing overall dimensions and general material specifications based on the design of the existing archway located at lower Main Street. We will take into consideration the overall massing and scale of the new archway given the proximity of nearby structures. Once an approved design direction is selected we will establish a preliminary budget.

All information from Phase I shall be assembled and presented in an electronic PDF format for review and comment during a work-session with key personnel assigned to the project. If additional revisions and / or design directions are required this work shall be considered as additional services. Time for two (2), one (1) person meetings is accounted for in this phase. Upon review and approval Phase III shall be complete.

***Phase II – Design Intent (1520.00)***

During the Intent Design Phase we shall develop documentation that contains complete and final drawings for the archway. Drawings shall be to-scale, color and illustrating two (2) or more views of each sign type with specific dimensions, color and materials. The Phase II 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 or general contractor 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. Time for two (2), one (1) person meetings is accounted for in this phase. Upon review and approval Phase III shall be complete.

***Phase III - Fabricator Selection / Bidding (775.00)***

Designer shall advise the Client on the selection of qualified signage fabricators / general contractors. Time for two (2), one (1) person meetings is accounted for in this phase for coordination. Local and regional fabricators shall be considered as the most likely candidates. In the event that shop visit(s) are required during this selection process to verify fabricator capabilities; all time, travel and project related expenses shall be invoiced as a reimbursable expense.

During bidding process the Designer shall assist the Client in administering the bid with the Client taking the lead role. Upon the selection of a qualified fabricator Phase V shall be complete. In the event the project requires to be rebid, this work shall be considered as additional services upon approval of the Client.

***Phase VI - Construction Administration (1520.00)***

Designer shall review and take other appropriate actions on the submittals from the selected fabricator such as shop drawings, product data review and sample reviews but only for the limited purpose of checking for visual conformance with the intended design and the information shown in the shop drawings. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other contractors or construction safety precautions, all of which are the sole responsibility of the fabricator. Designer shall respond to any RFI's (request for information) submitted by the fabricator. Time for two (2), one (1) man trips are accounted for the Designer to be on site for the installation of key components to assure visual conformance to the intended design. All travel and project related expenses shall be invoiced as a reimbursable expense.

In the event the Designer is required to review key components during fabrication for visual conformance to the intended design in the fabricators shop additional services shall be required and billed at a fixed hourly rate or an agreed upon fixed fee.

At this time the above scope of work outlined in this proposal shall be considered 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**

|                        |            |
|------------------------|------------|
| Phase I.....           | \$ 1425.00 |
| Phase II.....          | \$ 1520.00 |
| Phase III.....         | \$ 775.00  |
| Phase IV.....          | \$ 1520.00 |
| Total Design Fees..... | \$ 5240.00 |

**Billing Structure**

When accepted, Phase I of this proposal shall begin promptly upon the return of one signed copy signifying your acceptance and serve as our agreement. Each phase shall be invoiced upon its completion and shall reflect the phase totals listed above. All invoices shall be payable upon receipt. If there should be a need for Additional Services these hours shall be billed at an agreed upon fixed fee or the following hourly rates of 95.00/hr.

**Duration of Service and Cancellation**

The duration of Designer's involvement shall be limited to four (4) 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 which Designer has not yet billed Client.

**Trademarks, Copyrights and Inventions**

In the event any trademark and copyright results from the performance of services, Client agrees that such trademark and copyright therefrom shall be the sole property of the Designer, unless otherwise specified in writing. 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.

In the event any invention(s) results from the performance of services, Client agrees that such invention(s) therefrom shall be the sole property of the Designer, unless otherwise specified in writing. Provided Client is not in default of its payment obligations of this Agreement, Client shall receive a perpetual, exclusive, and royalty-free license of any invention(s) 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 consultants, meeting facilitator(s), transportation, long distance telephone calls, faxes, color computer print-outs, high resolution scans, purchase of copyrighted material, photocopies, photography, film and film processing, 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 \$500.00 with cost not to exceed \$1500.00

**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.

**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. The Designer reserves the right to use any work produced for promotions, such work may be used or reproduced in any reasonable way for marketing needs.

**Confidential Information**

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

Once again, thank you for this opportunity. We look forward to working with you and your staff.

Respectfully submitted,

Ray Berberich



**BERBERICH** DESIGN

Accepted and agreed to on behalf of:

**CLIENT:**


THE CITY OF DEADWOOD, SOUTH DAKOTA

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

Its: \_\_\_\_\_

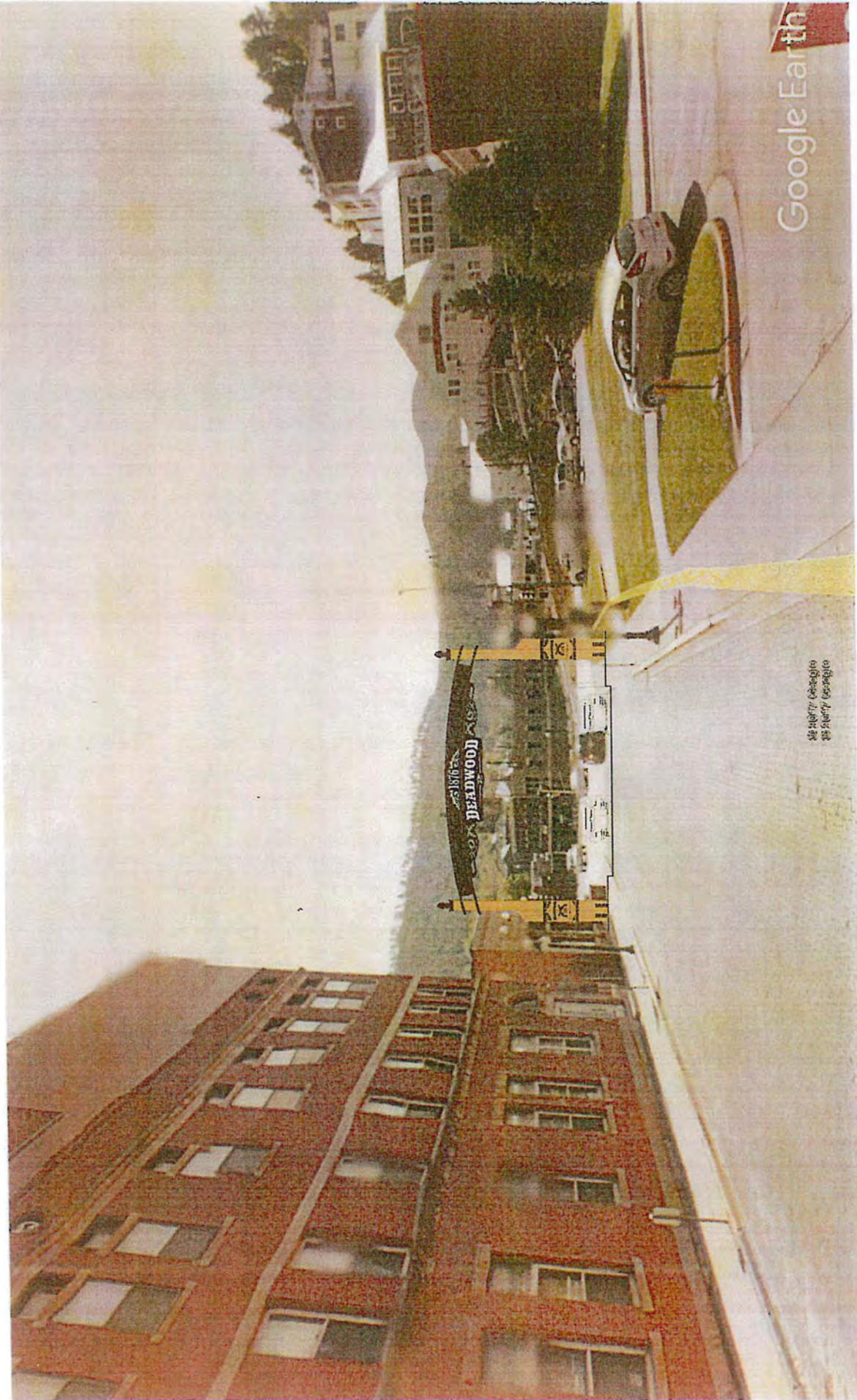
**DESIGNER:**

BERBERICH DESIGN, INC.



By: Raymond A. Berberich  
Its: President / Owner

Date: 01/26/2018





# EXHIBIT M

Date: 2/09/2018

Case No. H1803

Address: 270 MAIN ST

## Staff Report

The applicant has submitted an application for Project Approval for work at 270 MAIN ST, a NON-CONTRIBUTING structure located in FOUNTAIN CITY Planning Unit in the City of Deadwood.

Applicant: MIKE GUSTAFSON

Owner: MIKE GUSTAFSON

Constructed: 1990

## 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 motel cannot contribute to the Deadwood National Historic Landmark District at this time because it currently is less than 50 years old.
- 2. Architectural design of the resource and proposed alterations:** The applicant is requesting permission to clear a 16 foot wide path behind the building per the attached plans. Approximately 10,400 cubic yards of material will be removed from the hill side. The owner has committed to hydro-seeding 3,900 square yards of the open face wall.

**Attachments:** No

**Plans:** Yes

**Photos:** Yes

**Staff Opinion:** The applicant has completed an archaeological investigation of the area surrounding the project which has been submitted to this office. At this time, there appears to be no archaeological features would be impacted by the project.

It is staff's opinion, based on the Guidelines for Undertakings in the City of Deadwood National Historic Landmark District, the grading work proposed will continue to encroach upon and damage the historic districts thus the proposed grading work continues to have an adverse effect on the historic character of the State and National Register Historic Districts and the Deadwood National Historic Landmark District.

The proposed excavation into the hillside will further enlarge an already significant cut and will further alter the landscape of the historic districts in which the project is related. The proposed project furthermore continues to alter the environs and spatial relationships of the gulch in which Deadwood is situated. Staff acknowledges Deadwood was developed with numerous cuts and fills since the original mining camps but not to the scale of the proposed grading project. This project appears to dramatically enlarge the existing cut in this area. The proposed work continues to alter the environment which makes up Deadwood gulch and changes the spatial relationships in a fashion which has an adverse effect and damages the historic district.

The applicant states the proposed excavation into the hillside is required for maintenance of the building which resulted in the original hillside cuts. Furthermore, under a previous project for additional parking desires, in this same historic district, the applicant expanded the cut beyond what was presented and what was approved by the HP Commission. The requested vegetation

efforts have been minimal and unsuccessful. Previous projects have left a large scar in this area and the proposed grading project will further enlarge the scar on the landscape without guarantees to minimize the scar with re-vegetation. Staff questions at what time does the actions of previous work justify additional cuts and at what expense to the site, setting and physical topography that make up the environs and character of the National Historic Landmark District?

While over the past two decades, there have been some large cuts; the cuts are generally screened by buildings. Due to the proposed means and methods to address the maintenance desires of the applicant the proposed excavation will be highly visible and be one of the largest cuts in the historic district.

The project continues to remove natural materials which are distinctive to the gulch in the form of trees, rocks and soils. Staff recognizes previous work has altered a portion of the historic character of this immediate area within the historic district but is concerned on the cumulative effect to the landscape and setting of the historic districts. The hillsides in themselves are significant features of the historic districts and dramatically altering the spatial relationship of the hillside within the districts should be avoided. These environs which make up the district including the hillsides should be retained and preserved.

While the current condition of the hillside contains a minimal amount of vegetation, the growth of the ponderosa pines, oaks and other vegetation along this hillside provides "greenery" which has acquired a feel and atmosphere relating to the spatial relationship to the district. The proposed project will leave a scar and further alters the overall environment of the district through a larger cut into the hillside. The applicant has indicated willingness to hydro-seed the hillside with native grasses; however, the time for the vegetation to mature and trees to repopulate the project area could be several decades with no guarantee the project site will mature to a state which will replace the missing features or materials.

Staff is not convinced the proposed means and methods of addressing the applicants concerns regarding maintenance of the building is the most economic or gentlest means possible. It is staff's opinion; the applicant has not provided the commission consideration of other options or alternative methods to address the maintenance issues borne by previous cuts. Are there design alternatives which would minimize the damage, destruction and encroachment on the historic character of the district and preserve the relationship of the landscape and the environment; therefore, have all reasonable or prudent alternatives been explored or presented to the Historic Preservation Commission?

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. H1803  
☒ Project Approval  
☐ Certificate of Appropriateness  
Date Received 2/1/18  
Date of Hearing 2/14/18

## 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: 270 Main St.

Historic Name of Property (if known):

### APPLICANT INFORMATION

Applicant is: ☐ owner ☐ contractor ☐ architect ☒ consultant ☐ other \_\_\_\_\_

Owner's Name: Mike Gustafson

Address: 270 Main St.

City: Deadwood State: S.D. Zip: 57732

Telephone: 578-9777 Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Architect's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contractor's Name: Gardner Const.

Address: PO Box 742

City: Lead State: S.D. Zip: 57754

Telephone: 920-8719 Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Agent's Name: Michael Towey

Address: 528 Kansas City St.

City: Rapid City State: SD Zip: 57701

Telephone: 791-5866 Fax: \_\_\_\_\_

E-mail: michaelt@ktmdsr.com

### 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 checked="" type="checkbox"/> General Maintenance  | <input type="checkbox"/> Siding       | <input type="checkbox"/> Windows     | <input type="checkbox"/> Fencing             |
| <input type="checkbox"/> Other <u>Site grading</u>       | <input type="checkbox"/> Awning       | <input type="checkbox"/> Sign        |  |

| <b>ACTIVITY: (CHECK AS APPLICABLE)</b>   |   |   |   |
|--|---|---|---|
| Project Start Date: <u>March 1 2018</u>  |   | Project Completion Date (anticipated): <u>Sept 2018</u>                   |   |
| <input type="checkbox"/> <b>ALTERATION</b>   | <input type="checkbox"/> Front  | <input type="checkbox"/> Side(s)  | <input type="checkbox"/> Rear               |
| <input type="checkbox"/> <b>ADDITION</b>   | <input type="checkbox"/> Front  | <input type="checkbox"/> Side(s)  | <input type="checkbox"/> Rear               |
| <input type="checkbox"/> <b>NEW CONSTRUCTION</b>   | <input type="checkbox"/> Residential <input type="checkbox"/> Other _____ |   |   |
| <input type="checkbox"/> <b>ROOF</b>   | <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"/> <b>GARAGE</b>   | <input type="checkbox"/> New  | <input type="checkbox"/> Rehabilitation                                   |   |
|  | <input type="checkbox"/> Front  | <input type="checkbox"/> Side(s)  | <input type="checkbox"/> Rear               |
| <input type="checkbox"/> <b>FENCE/GATE</b>   | <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"/> <b>WINDOWS</b>  | <input type="checkbox"/> <b>STORM WINDOWS</b>                             | <input type="checkbox"/> <b>DOORS</b>                                     | <input type="checkbox"/> <b>STORM DOORS</b> |
|  | <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"/> <b>SIGN/AWNING</b>  | <input type="checkbox"/> New  | <input type="checkbox"/> Restoration <input type="checkbox"/> Replacement |   |
| Material _____ Style/type _____ Dimensions _____   |   |   |   |
| <input checked="" type="checkbox"/> <b>OTHER</b> – Describe in detail below or use attachments <u>Site grading</u> |   |   |   |

| <b>DESCRIPTION OF ACTIVITY</b>  |
|---|
| <p>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.</p> <p>Failure to supply adequate documentation could result in delays in processing and denial of the request.</p> <p style="font-size: 1.2em; color: blue; margin-top: 20px;"><u>see attached plans and memo</u></p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> |

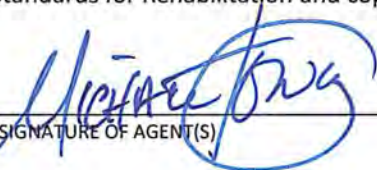
## SIGNATURES

**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.


2-1-18  
 \_\_\_\_\_  
 SIGNATURE OF OWNER(S)                      DATE


2/1/18  
 \_\_\_\_\_  
 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 1<sup>st</sup> or 3<sup>rd</sup> 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.

**Date:** January 31, 2018

**To:** Mr. Kevin Kuchenbecker, Historic Preservation Officer  
Historic Preservation Commission Members

**From:** Michael Towey, PE,  
KTM Design Solutions, Inc.

**RE:** Follow-up to Case H17086  
First Gold Additions and New Parking Garage  
Deadwood, SD

Dear Mr. Kuchenbecker and Members of the Historic Preservation Committee,

As noted from the November 8<sup>th</sup> 2017 HPC Meeting, we presented a new option for the First Gold Hotel and Gaming property. At this time, the proposed project has been put on hold by the Owner due to other circumstances.

Following the January 23<sup>rd</sup> site visit and January 24<sup>th</sup> HPC Meeting, KTM staff meet with First Gold staff to review the options discussed and presented. Discussions included other potential options in lieu of cutting down the hillside. We also discussed the potential of hydro-seeding the entire face of the exposed surface along Main Street within the subject property.

Attached to this memorandum are stamped engineering plans that show the Owners need and intent to protect his clientele and his investment. This project is truly maintenance related. It has been determined that grading a 16 foot wide path behind the building will provide the most benefit.

The final plans have changed slightly. The work area is still separated into two sites. Volumes of material have changed as our request is to allow a clear zone of 16 feet.

Grading of Site 1 is the primary reason for this request. Behind the casino is a small portion of land, approximately 50 to 60 feet in length that is ungraded, inaccessible, and therefore unmaintainable. From our review, it would appear that this area has not been graded since the inception of this original structure. Over the years, this ungraded area continues to slough and fallen debris piles against the building. This area does not drain properly and therefore runoff and snow melt continue to pond up against the building.

There is also a covered walkway in the northwest corner of the building. Debris and material has sloughed against the concrete wall and is close to overtopping the wall. This area needs to be cleaned up as soon as possible before any damage occurs to the building or covered walkway.

All along the open face of the hillside adjacent to the property, First Gold staff maintains a pathway that is anywhere from 8 to 20 feet in width. This pathway is generally wide enough to catch fallen debris or slough areas as to protect their clientele's property and the building.

In order to access Site 1 with equipment large enough to grade this area, it is also necessary to do the grading shown at Site 2. The existing pathway is large enough for the smaller equipment needed to maintain the pathway but not quite wide enough for the larger equipment needed to do the grading. Since this is a much more visible location, additional effort has been made to minimize the grading needs within Site 2.

It is anticipated that this project will remove approximately 10,400 cubic yards of material from the hillside. Material from this project will be properly disposed of as we have previously discussed. It is anticipated that this grading will cause some tree removal along the top of the hillside. Generally most of the trees near the edge appear to need removing anyway.

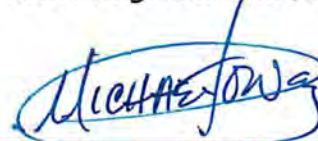
As requested, construction stakes will be placed along the catch points of the hillside. KTM will notify City staff once construction stakes are set. This will allow everyone to view the approximate limits of change.

Also as requested, the Owner has committed to hydro-seeding the open face wall. As we discussed at the last HPC Meeting, this has been attempted before and failed. Timing of this will be key. It is anticipated that approximately 3,900 square yards of hydro-seeding material will be sprayed on the side hill following the grading portion of the project.

The Owner is trying to comply with all requests by HPC in order to complete the work needed to protect both the building and his clientele. Both KTM and First Gold staff understand the concerns that have been brought forward at previous HPC meetings or by City staff. At this point this is more of a maintenance issue and safety concern rather than the expansion projects than have been previously presented to HPC.

Sincerely,

**KTM Design Solutions, Inc.**



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Michael Towey, PE

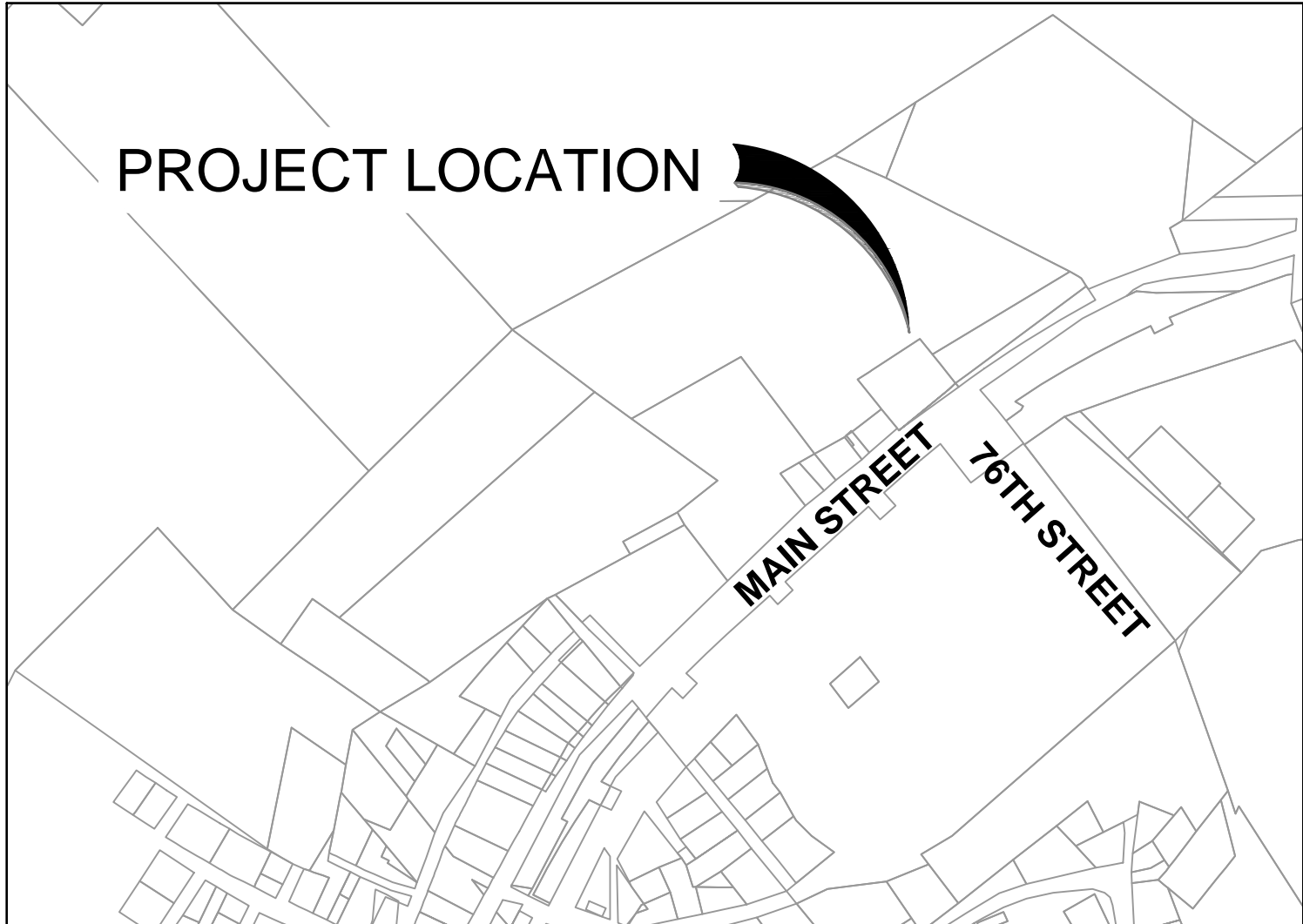
# FIRST GOLD HOTEL AND GAMING

## GRADING PLAN

### 270 MAIN STREET

### DEADWOOD, SOUTH DAKOTA

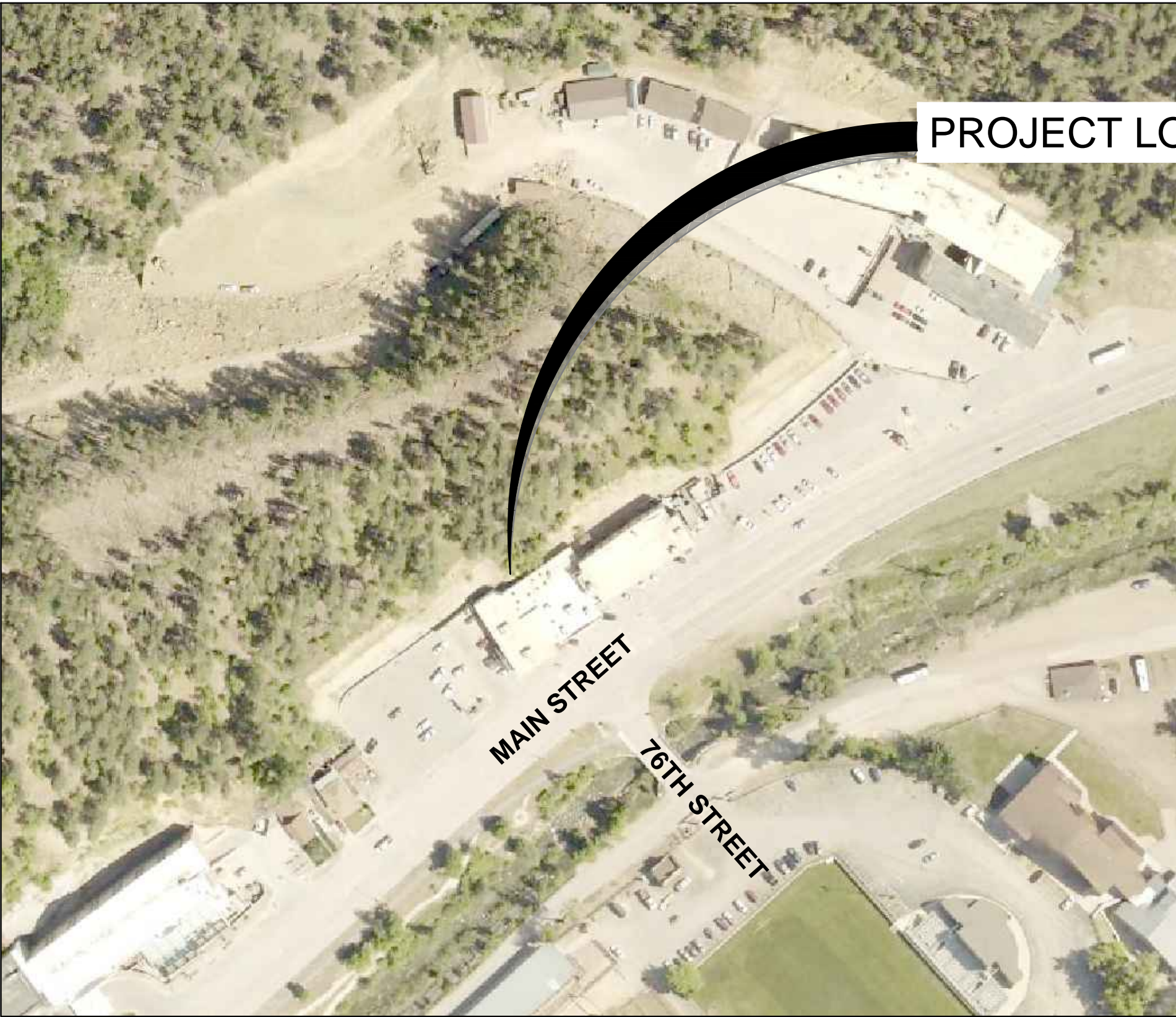
### KTM JOB NO 16-0818



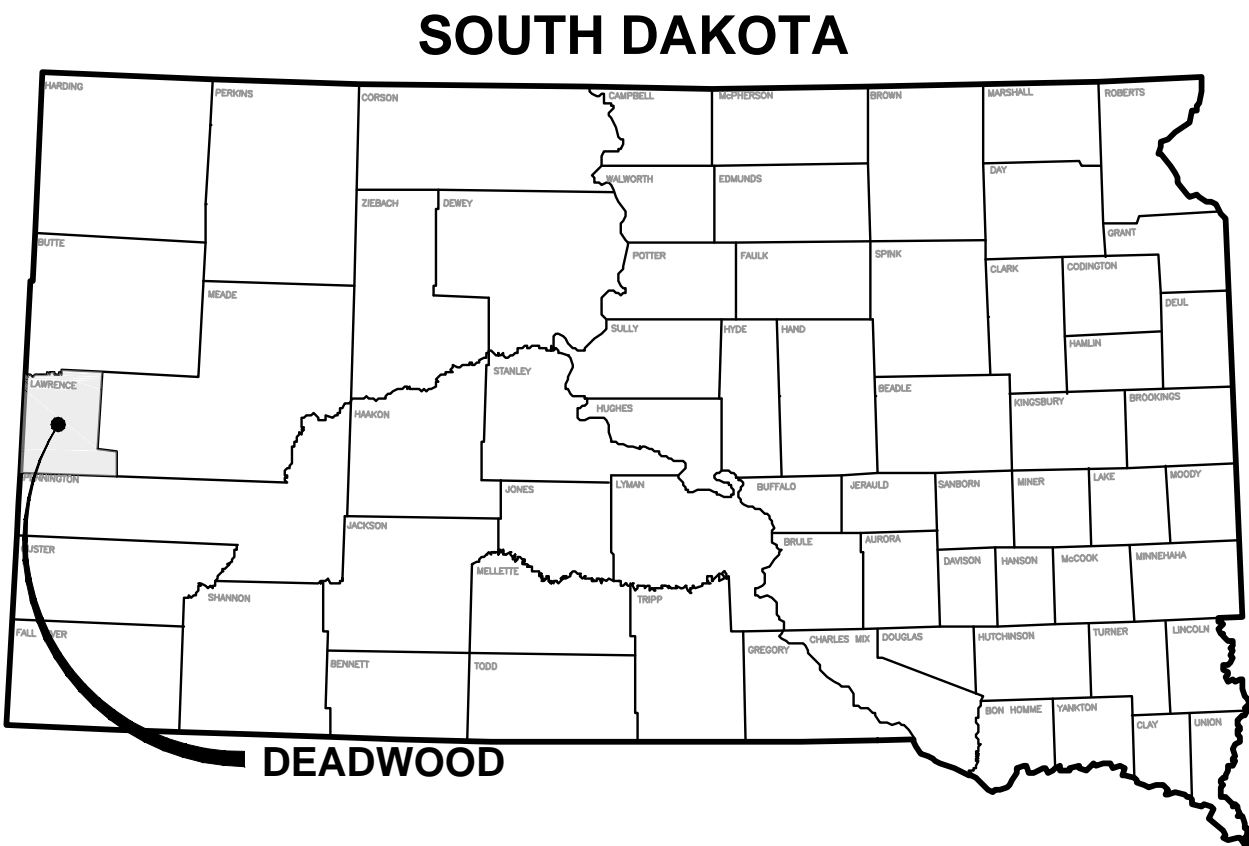
**DEADWOOD, SOUTH DAKOTA**  
NOT TO SCALE

INDEX OF SHEETS

- C1-0 - COVER
- C1-1 - GENERAL NOTES AND LEGEND
- C1-2 - SURVEY
- C1-3 - SITE PLAN
- C1-4 - GRADING PLAN SITE 1
- C1-5 - GRADING PLAN SITE 2
- C1-6 - GRADING CROSS SECTIONS
- EC-1 - STORM WATER POLLUTION PREVENTION NOTES
- EC-2 - EROSION CONTROL PLAN
- EC-3 - EROSION CONTROL DETAILS



**PROJECT LOCATION MAP**  
NOT TO SCALE



22" X 34" PLAN SET

ONE CALL  
BEFORE DIGGING  
1-800-781-7474



2017.10.02 GRADING OPTIONS

2018.01.29 GRADING PLANS

|                             |                          |                 |
|-----------------------------|--------------------------|-----------------|
| Internal Job No:<br>17-0818 | Designed By:<br>MT       | Drawn By:<br>KM |
| Surveyed By:<br>PONSEROSA   | Survey Date:<br>FEB 2017 |                 |



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Sheet Name:  
COVER

C1-0

**FIRST GOLD HOTEL AND GAMING**  
GRADING AT BUILDING  
270 MAIN STREET, DEADWOOD, SOUTH DAKOTA

SPECIFICATIONS

Construction Specifications: South Dakota Standard Specifications for Roads and Bridges, 2004 Edition and Required Provisions, Supplemental Specifications and/or Special Provisions as included in the Proposal.

The Contractor shall notify the Engineer of conflicts between the drawings, Standard Specifications and the Supplemental Specifications.

PROJECT NOTE

The project involves grading of the existing hillside adjacent to and behind the First Gold Hotel and Gaming. It is anticipated that approximately 10,450 cy of material will be removed from this area. It is anticipated that pedestrian travel and parking patterns will be disrupted during construction activities. The Contractor shall be warned that construction activities will require additional care and responsibility concerning both movement of pedestrian traffic and parking allowances.

This work is strictly related to maintenance and cleanup of the area directly behind the Casino building.

Similarly, this work is also directly behind the existing hotel and casino building and will require additional care and protection to prevent damage to the existing buildings and associated appurtenances.

The Contractor shall coordinate with the Owner and Engineer to develop a plan that incorporates the safety of pedestrian movement, parking adjustments necessary, and protection of existing building prior to the start of construction.

CONSTRUCTION LIMITS

In general, the construction limits for this project shall be confined to the Owners property. It is the Contractor's responsibility to restore any damaged areas outside the construction limits to a condition better than equal to the existing condition.

PERMITS

The Contractor shall be responsible for obtaining all necessary permits for this project prior to beginning work.

UTILITIES

All existing utilities may not be shown or the locations may vary from that shown. The Contractor is responsible to have all utilities located prior to beginning work.

The Contractor shall contact the involved utility companies through South Dakota One Call (1-800-781-7474) prior to starting work. It shall be the responsibility of the Contractor to coordinate work with the utility owners to avoid damage to existing facilities.

WASTE DISPOSAL

The Contractor will be responsible for all waste disposal on the project. No waste disposal is allowed within Right-of-Way or easements. Excess material will be hauled offsite to the Hills Material site for reclamation of their site.

CONSTRUCTION STAKING

Construction staking, as necessary to complete the project, will be coordinated through the Contractor.

EROSION AND SEDIMENT CONTROL

The Contractor is responsible to establish and maintain erosion and sediment control measures in accordance with SDDENR rules and regulations for the duration of this project.

TRAFFIC CONTROL

Construction signing and traffic control shall conform to Section 984 of the Standard Specifications, the Manual of Uniform Traffic Control Devices (MUTCD) and as directed by the Engineer.

All fixed location signs and applicable traffic control devices shall be installed prior to the start of work or mobilizations of equipment within the traveled way.

All equipment and vehicles entering and exiting closed lanes of traffic shall display flashing amber light visible from all directions a minimum distance of 1/4 mile.

Construction signs that are to be installed shall not block the view of existing applicable traffic signs.

The Contractor is required to maintain traffic control in accordance with the Standard Specifications. All traffic control shall conform to the latest version of the MUTCD.

REMOVALS

Existing features, including trees, landscaping, pavements, structures, etc. not called out for removals; or remove and reset shall be protected by the Contractor

REMOVAL QUANTITIES

Estimated removal quantities are provided on the following plan sheets. Quantities provided have been calculated based on the measurement of the removal area. Coordinates are provided for general project location only. The Contractor shall field verify removal quantities if they believe the tabulated information is incorrect.

PROTECTION OF PEDESTRIANS

Orange safety fence shall be used to protect pedestrian traffic from open excavations, construction activity, or as directed by the Engineer. Open excavations shall be loose lift backfilled for weekends or anytime work will not resume the following morning after PM work shut down. All costs to furnish, install maintain, and remove the orange plastic safety fence shall be incidental to the associated contract items.

HYDROSEEDING

The Contractor will be required to hydroseed not only the area that is being disturbed with this project but also the entire slope face that faces Main Street. The Contractor shall work with the hydroseeder to define the best time of the year to complete this portion of the work. This work is experimental in nature as it has been tried before and failed. City staff should be made aware of the timing of this work. There is a potential 100% coverage may not be achieved. All parties should understand and agree that some coverage is better than what currently exists today.

LEGEND EXISTING

|  |                          |
|--|--------------------------|
|  | CONTROL POINT            |
|  | BORE HOLE                |
|  | MONITORING WELL          |
|  | SLOPE DOWNHILL           |
|  | DIRECTION OF FLOW        |
|  | TREE - DECIDUOUS         |
|  | TREE - CONIFEROUS        |
|  | CLOTHES LINE             |
|  | FLAG                     |
|  | MAIL BOX                 |
|  | PARKING METER            |
|  | POST OR BOLLARD          |
|  | SIGN                     |
|  | IRRIGATION VALVE         |
|  | SPRINKLER HEAD           |
|  | TREE STUMP               |
|  | PAINTED TURN ARROW       |
|  | PROPERTY CORNER          |
|  | FOUND PROPERTY CORNER    |
|  | GUY ANCHOR               |
|  | GUY POLE                 |
|  | LIGHT POLE               |
|  | POWER POLE               |
|  | ELECTRIC MANHOLE         |
|  | ELECTRIC PEDESTAL        |
|  | TRAFFIC LIGHT            |
|  | TELEPHONE MANHOLE        |
|  | TELEPHONE PEDESTAL       |
|  | CABLE TV MANHOLE         |
|  | CABLE TV PEDESTAL        |
|  | GAS VALVE                |
|  | GAS MANHOLE              |
|  | GAS METER                |
|  | SANITARY SEWER CLEANOUT  |
|  | SANITARY SEWER MANHOLE   |
|  | STORM SEWER JUNCTION BOX |
|  | STORM SEWER INLET        |
|  | FIRE HYDRANT             |
|  | WATER VALVE              |
|  | CURB STOP                |
|  | WATER METER              |
|  | WATER MANHOLE            |
|  | WELL                     |
|  | YARD HYDRANT             |
|  | YARD LIGHT               |

GRADING LEGEND

| EXISTING |                               |
|----------|-------------------------------|
|          | MAJOR CONTOUR - 25FT INTERVAL |
|          | MINOR CONTOUR - 5FT INTERVAL  |
| PROPOSED |                               |
|          | MAJOR CONTOUR 25FT INTERVAL   |
|          | MINOR CONTOUR 5 FT INTERVAL   |
|          | GRADING SLOPE                 |



2017.10.02 GRADING OPTIONS

2018.01.29 GRADING PLANS

R1 - 2018.02.06 ADDED HYDRO SEEDING NOTE

|                             |                          |                 |
|-----------------------------|--------------------------|-----------------|
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| Surveyed By:<br>PONSEROSA   | Survey Date:<br>FEB 2017 |                 |



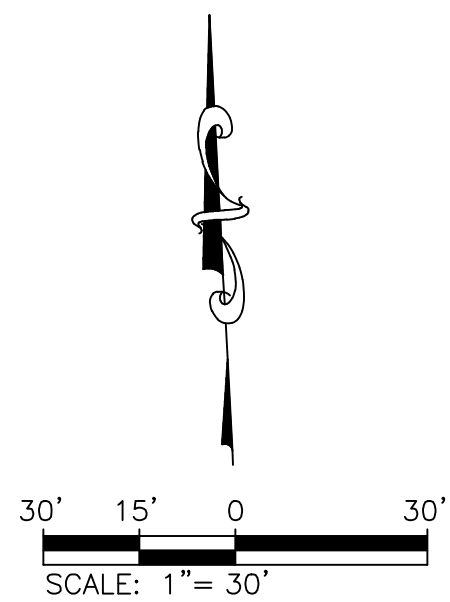
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FIRST GOLD HOTEL AND GAMING  
GRADING AT BUILDING  
270 MAIN STREET, DEADWOOD, SOUTH DAKOTA

Sheet Name:

GENERAL NOTES  
AND LEGEND



2017.10.02 GRADING OPTIONS

2018.01.29 GRADING PLANS

|                  |              |           |
|------------------|--------------|-----------|
| Internal Job No: | Designed By: | Drawn By: |
| 17-0818          | MT           | KM        |
| Surveyed By:     | Survey Date: |           |
| PONSEROSA        | FEB 2017     |           |



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**FIRST GOLD HOTEL AND GAMING**  
**GRADING AT BUILDING**  
270 MAIN STREET, DEADWOOD, SOUTH DAKOTA

Sheet Name:

SURVEY

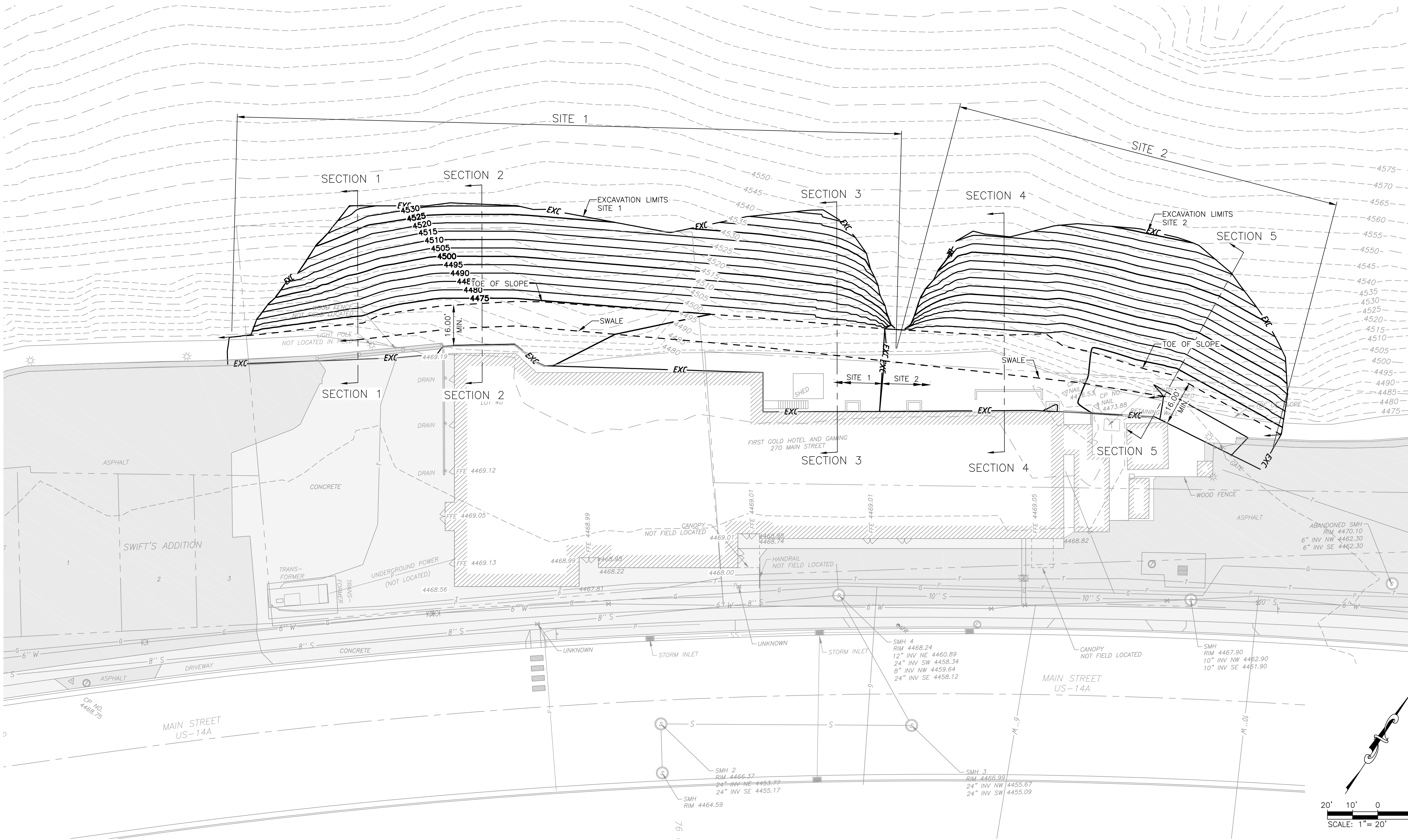
C1-2

X:\800-849\818 First Gold Grading (Generator Pad)\Drawings\Sheets\Grading AT BACK OF BUILDING 2\818-2-SITE PLAN.dwg 1/30/2018 6:44am

NOTES:  
PROPOSED CONTOURS SHOWN ARE FINAL GRADE (TOP OF PAVEMENT OR TOP OF TOPSOIL).  
NORTHING AND EASTING COORDINATES ARE BASED UPON INFORMATION FROM SURVEYOR

- LEGEND**
- 3250 PROPOSED INDEX CONTOUR
  - 3255 PROPOSED INTERMEDIATE CONTOUR
  - 3250 EXISTING INDEX CONTOUR
  - 3255 EXISTING INTERMEDIATE CONTOUR
  - EXC CONSTRUCTION LIMITS
  - FLOW DIRECTION
  - CONTOUR INTERVAL 5'

**GRADING QUANTITIES**  
AS COMPARISON FINISH GRADE  
TO EXISTING GRADE  
DISTURBED AREA 23630 SF  
CUT 8400 CUBIC YARDS  
FILL 0000 CUBIC YARDS  
NET CUT 10400 CUBIC YARDS



2017.10.02 GRADING OPTIONS

2018.01.29 GRADING PLANS

Internal Job No: 17-0818  
Designed By: MT  
Drawn By: KM  
Surveyed By: PONSEROSA  
Survey Date: FEB 2017



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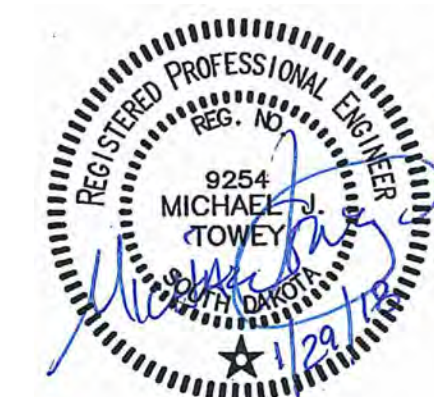
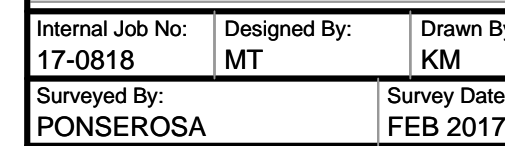
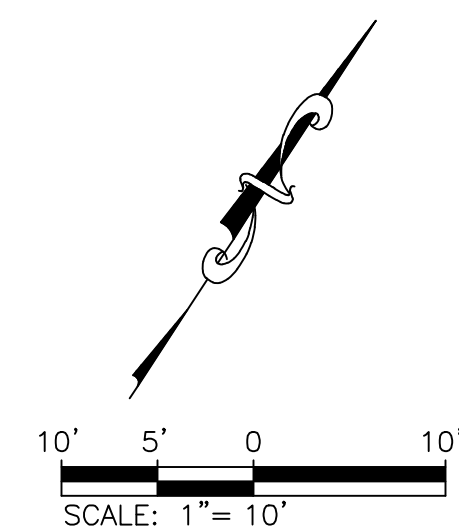
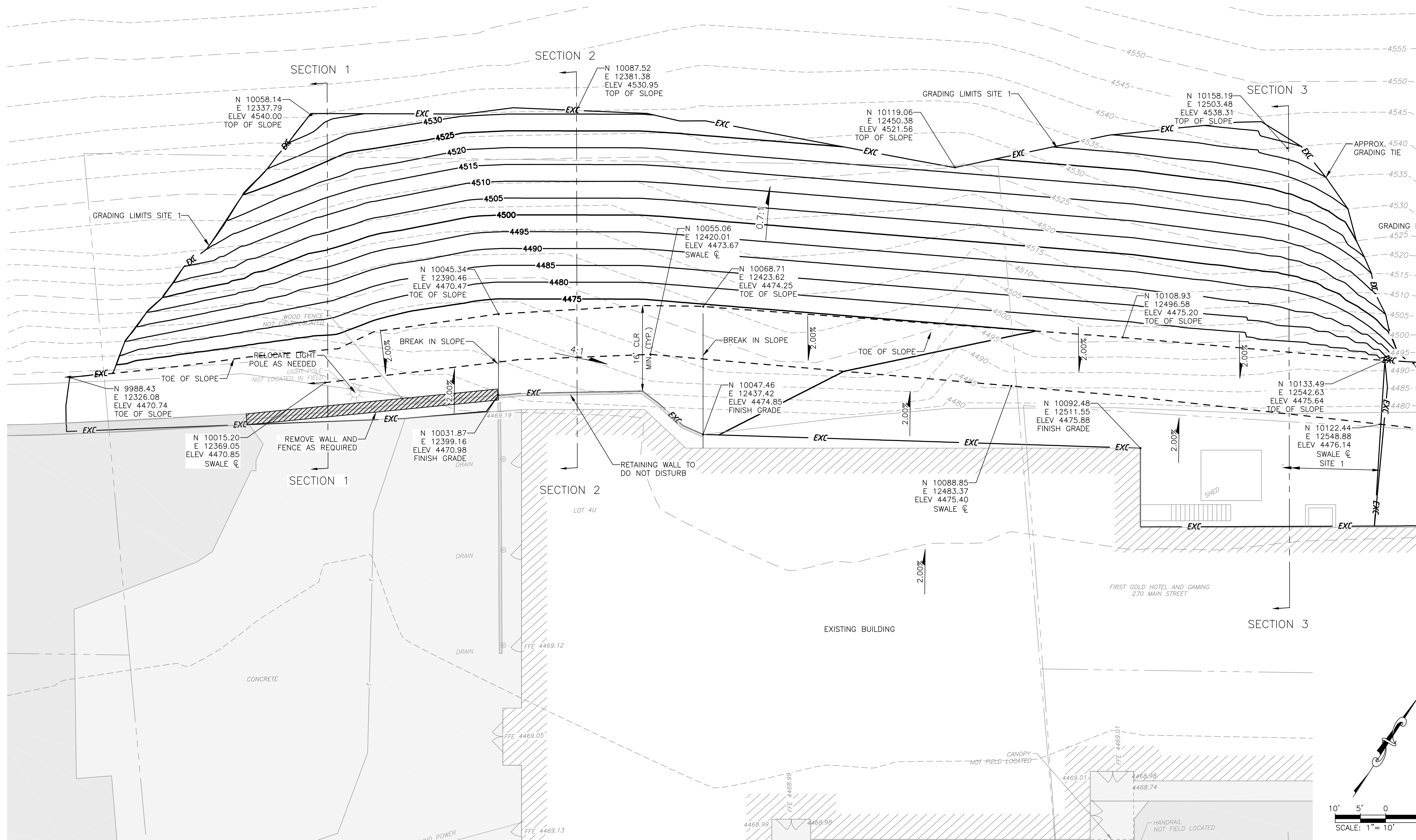
Sheet Name:

SITE PLAN

NORTHING AND EASTING COORDINATES ARE BASED UPON  
INFORMATION FROM SURVEYOR

 **3250** — PROPOSED INDEX CONTOUR  
 **3255** --- PROPOSED INTERMEDIATE CONTOUR  
 *3250* — EXISTING INDEX CONTOUR  
 *3255* --- EXISTING INTERMEDIATE CONTOUR  
 **EXC** — CONSTRUCTION LIMITS  
 FLOW DIRECTION  
 CONTOUR INTERVAL 5'

AS COMPARISON FINISH GRADE  
TO EXISTING GRADE  
DISTURBED AREA 14720 SF  
CUT 6500 CUBIC YARDS  
FILL 0000 CUBIC YARDS  
NET CUT 6500 CUBIC YARDS



270 MAIN STREET, DEADWOOD, SOUTH DAKOTA

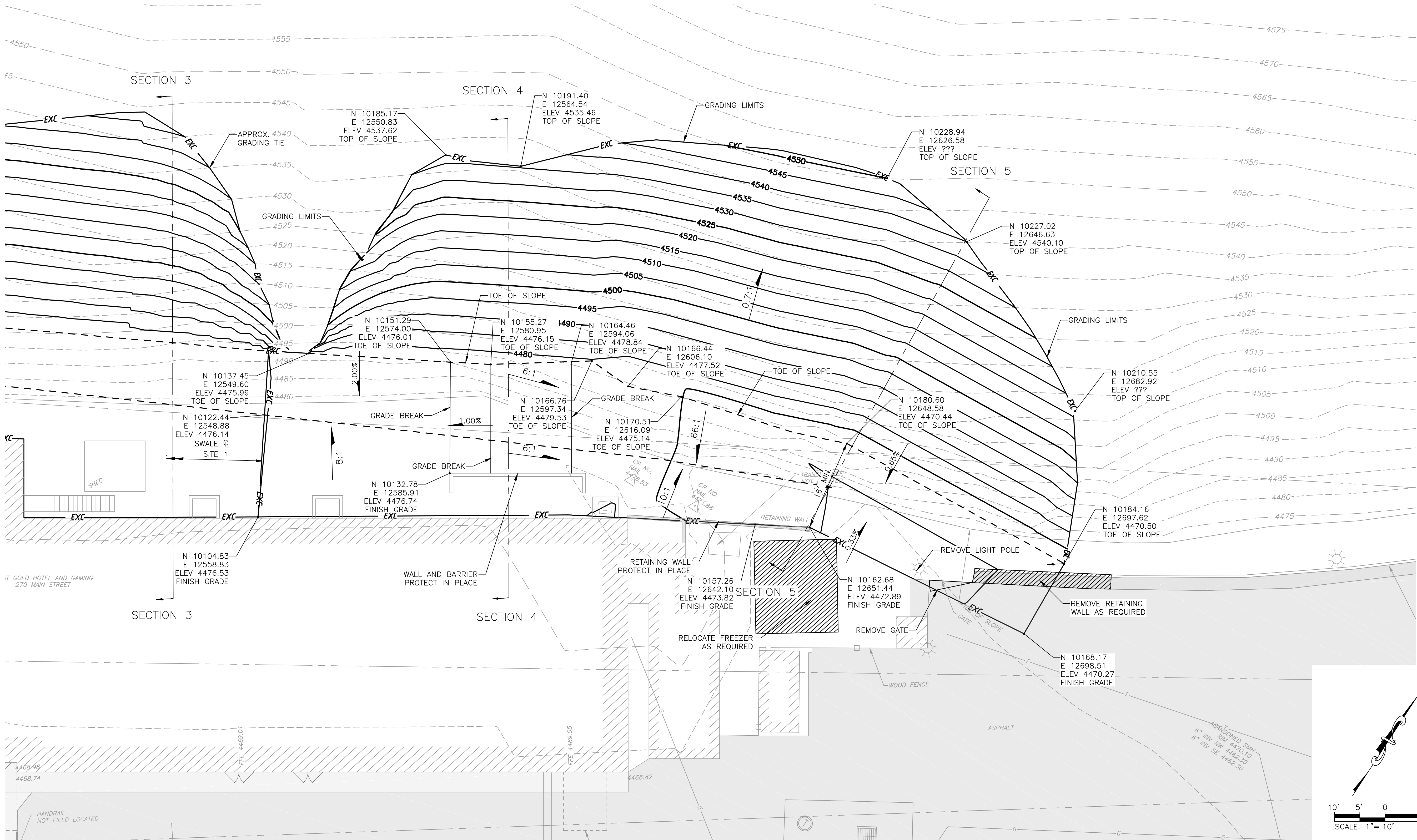


GRADING PLAN  
SITE 1

NOTES:  
PROPOSED CONTOURS SHOWN ARE FINAL GRADE (TOP OF PAVEMENT OR TOP OF TOPSOIL).  
NORTHING AND EASTING COORDINATES ARE BASED UPON INFORMATION FROM SURVEYOR

- LEGEND**
- 3250 PROPOSED INDEX CONTOUR
  - 3255 PROPOSED INTERMEDIATE CONTOUR
  - 3250 EXISTING INDEX CONTOUR
  - 3255 EXISTING INTERMEDIATE CONTOUR
  - EXC CONSTRUCTION LIMITS
  - FLOW DIRECTION
  - CONTOUR INTERVAL 5'

**GRADING QUANTITIES**  
AS COMPARISON FINISH GRADE TO EXISTING GRADE  
DISTURBED AREA 10580 SF  
CUT 3880 CUBIC YARDS  
FILL 0000 CUBIC YARDS  
NET CUT 3880 CUBIC YARDS



2017.10.02 GRADING OPTIONS

2018.01.29 GRADING PLANS

|                             |                          |                 |
|-----------------------------|--------------------------|-----------------|
| Internal Job No:<br>17-0818 | Designed By:<br>MT       | Drawn By:<br>KM |
| Surveyed By:<br>PONSEROSA   | Survey Date:<br>FEB 2017 |                 |



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CONSTRUCTION ADMINISTRATION

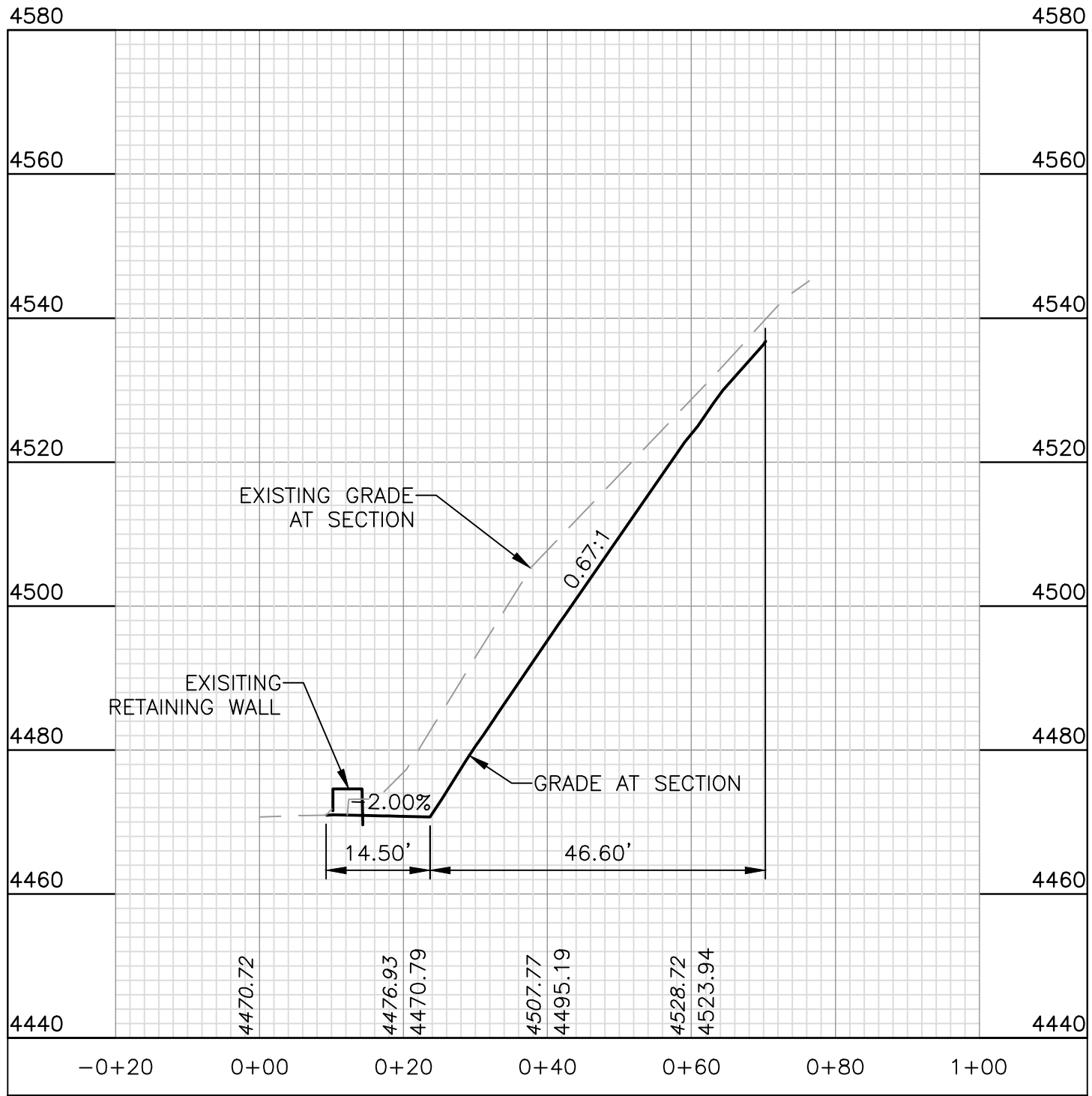


Sheet Name:

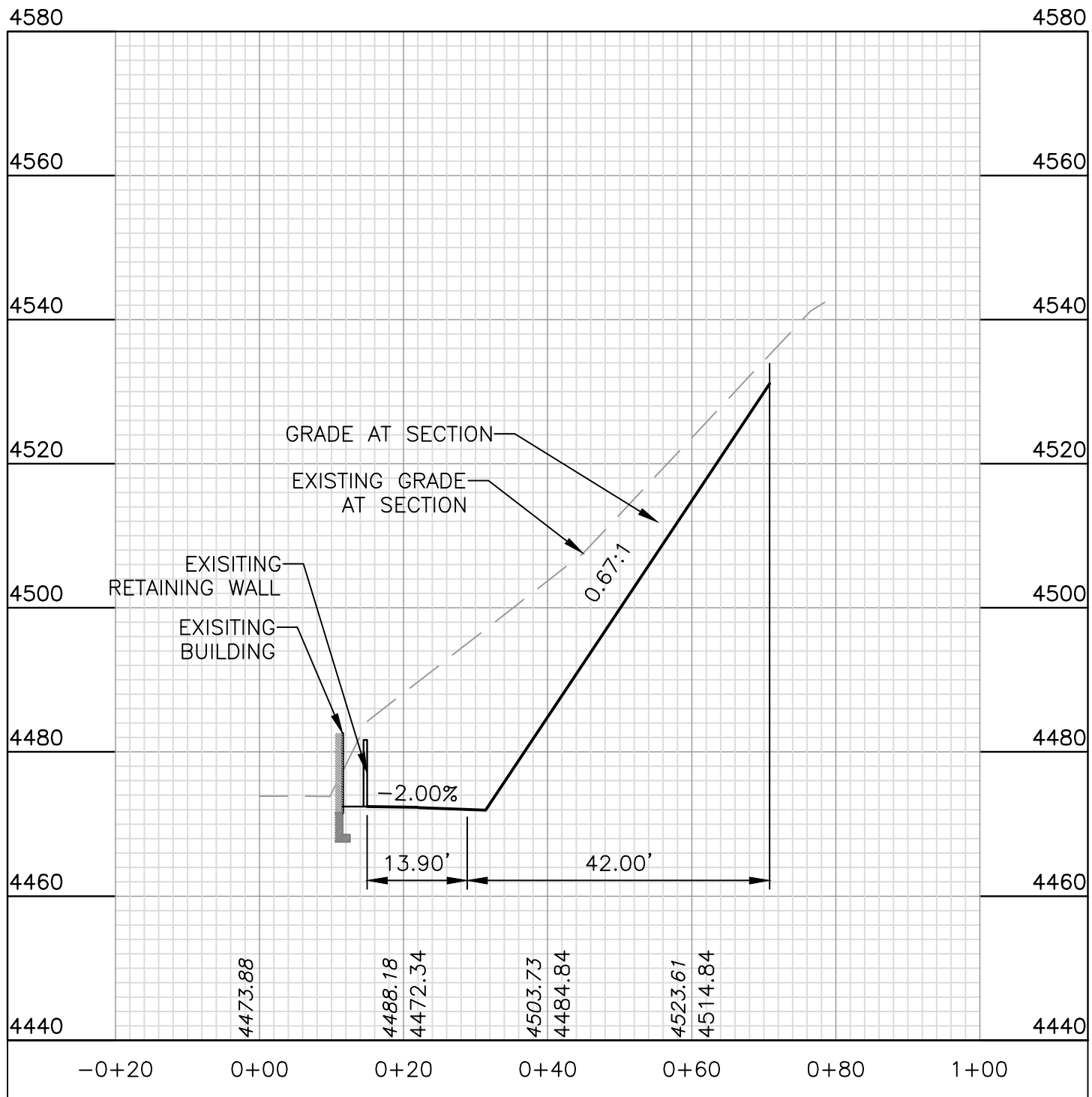
GRADING PLAN  
SITE 2

C1-5

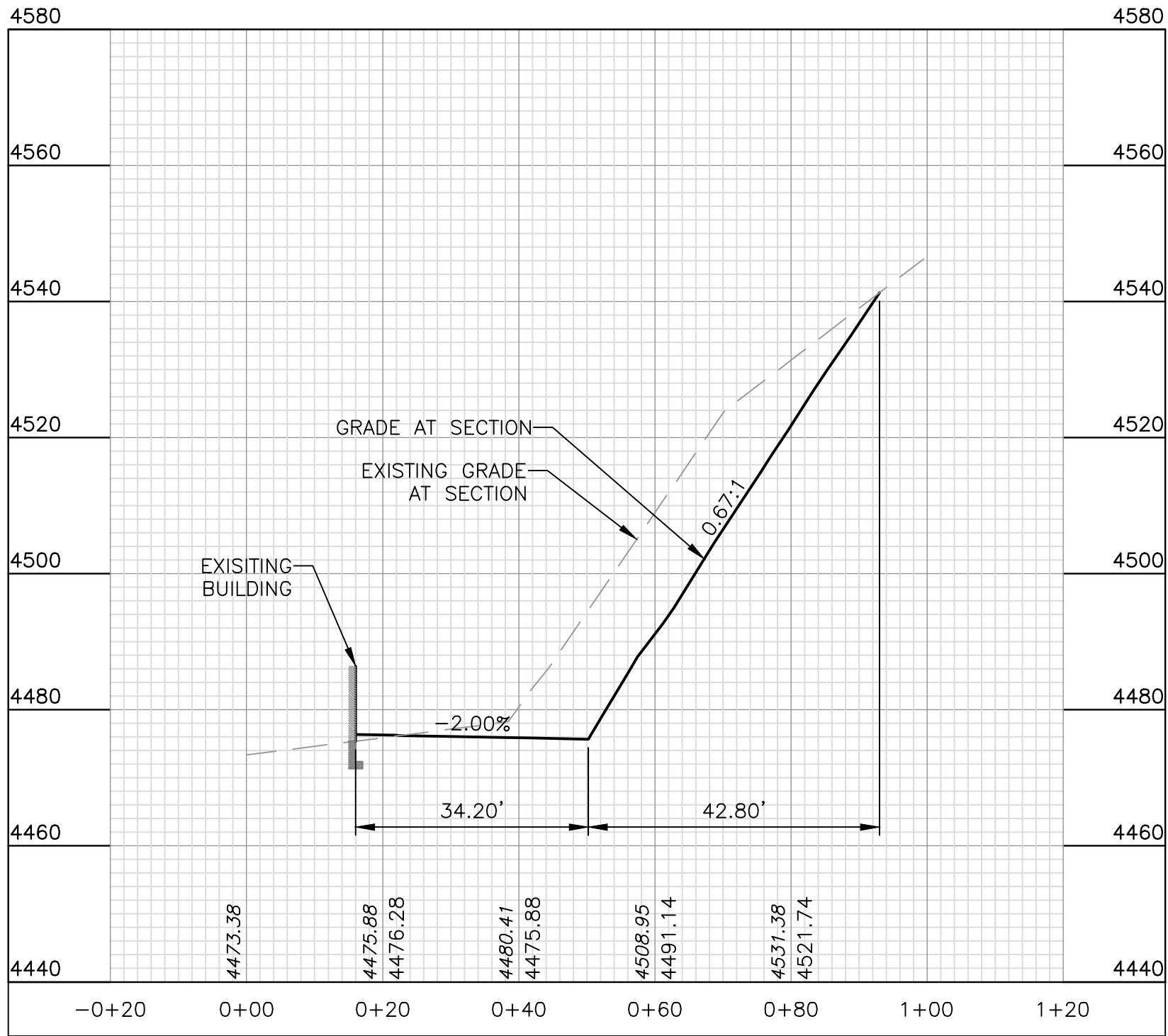
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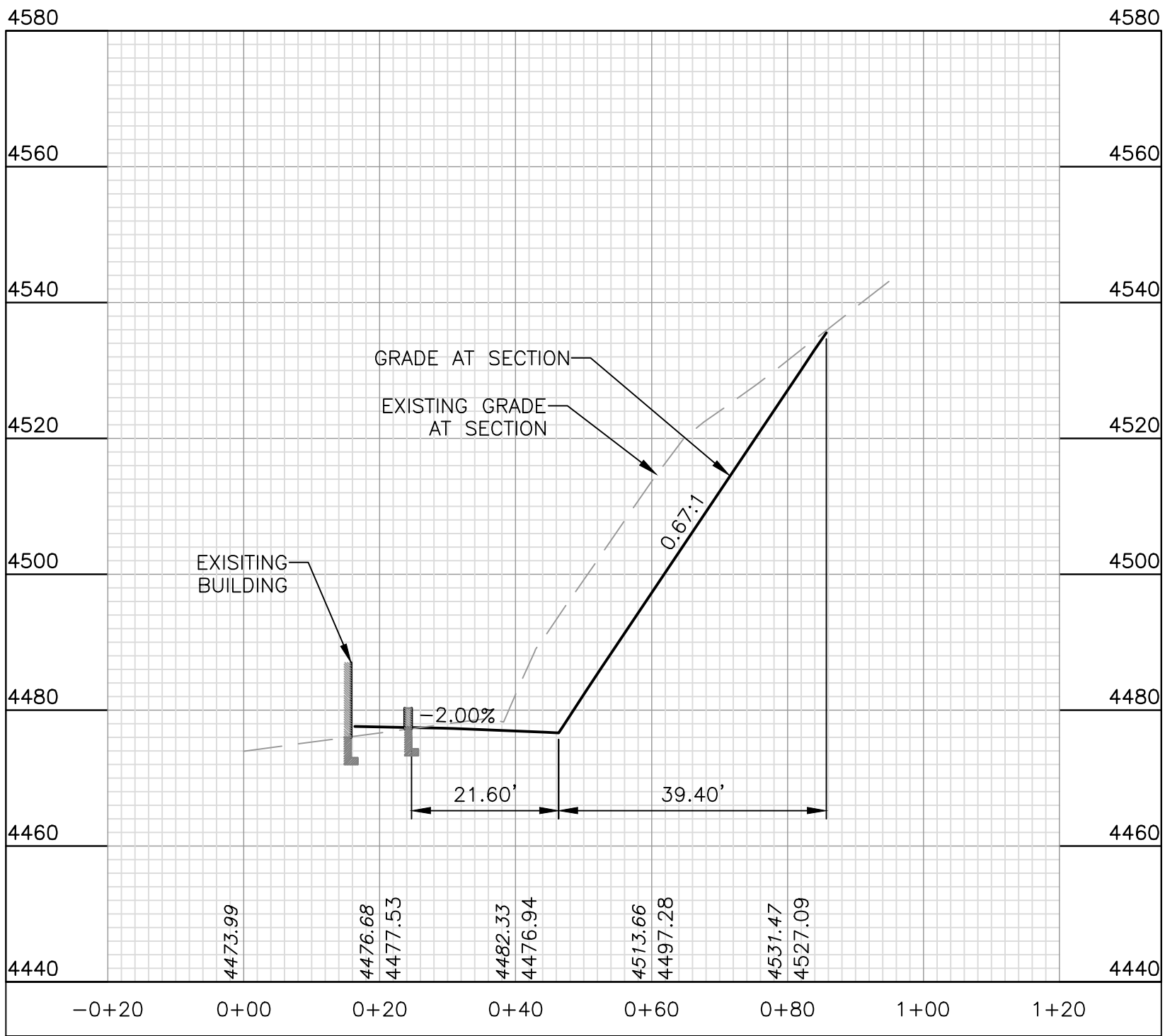
SITE 1 - SECTION 1  
SCALE 1" = 20' H  
1" = 20' V



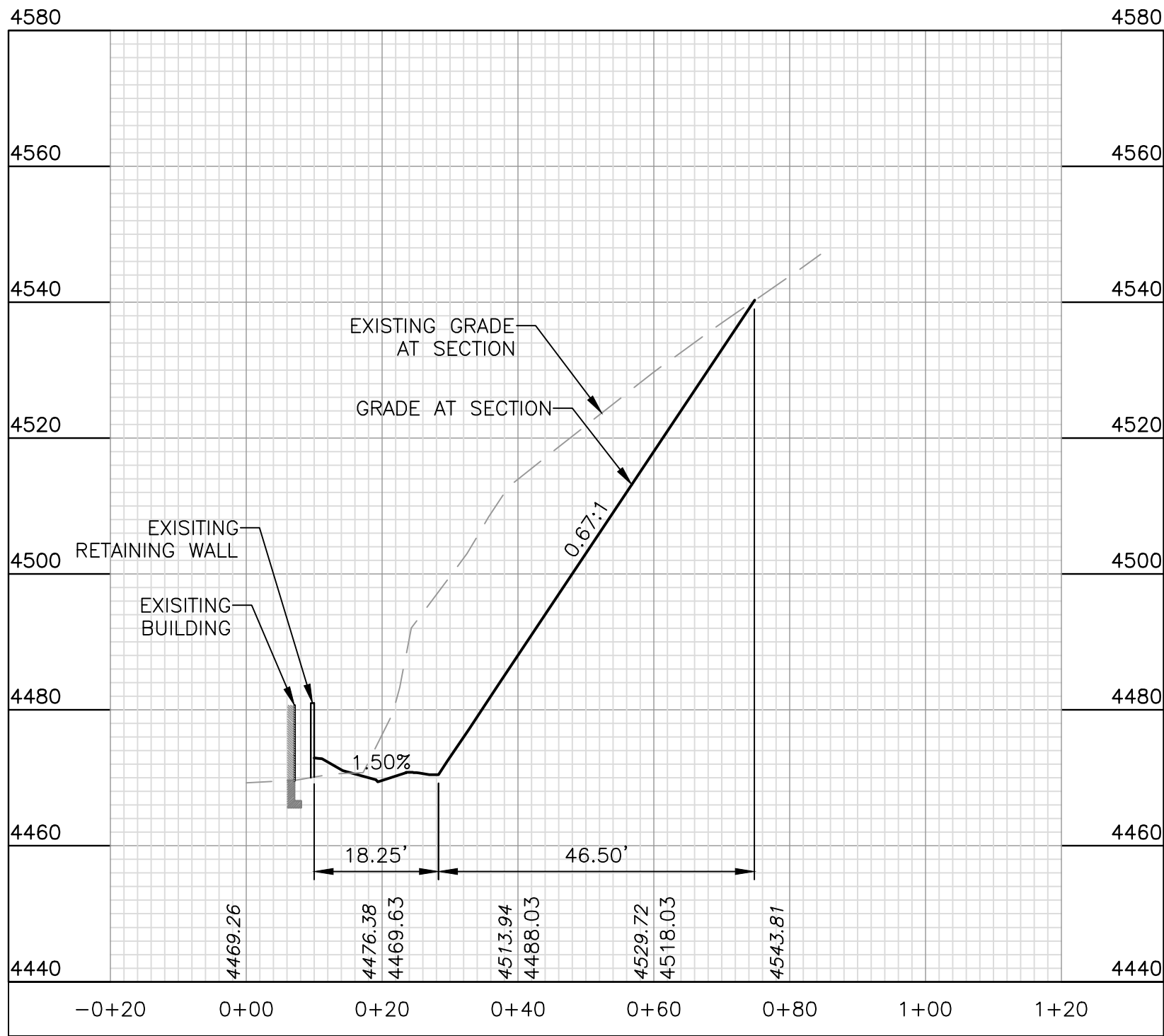
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SCALE 1" = 20' H  
1" = 20' V



SITE 1 - SECTION 3  
SCALE 1" = 20' H  
1" = 20' V



SITE 2 - SECTION 4  
SCALE 1" = 20' H  
1" = 20' V



SITE 2 - SECTION 5  
SCALE 1" = 20' H  
1" = 20' V

SCALE  
1" = 20' H  
1" = 20' V



2017.10.02 GRADING OPTIONS

2018.01.29 GRADING PLANS

Internal Job No: 17-0818  
Designed By: MT  
Drawn By: KM  
Surveyed By: PONSEROSA  
Survey Date: FEB 2017



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270 MAIN STREET, DEADWOOD, SOUTH DAKOTA

Sheet Name:

GRADING CROSS  
SECTIONS

**STORM WATER POLLUTION PREVENTION PLAN CHECKLIST**  
*(The numbers right of the title headings are reference numbers to the GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES)*

**SITE DESCRIPTION (4.2.1)**

- **Project Limits:** See Title Sheet (4.2.1.b)
- **Project Description:** See Title Sheet (4.2.1.a.)
- **Site Map(s):** See Title Sheet and Plans (4.2.1.f. (1)-(6))
- **Major Soil Disturbing Activities** (check all that apply)
  - ☒ Clearing and grubbing
  - ☐ Excavation/borrow
  - ☒ Grading and shaping
  - ☐ Filling
  - ☒ Cutting and filling
  - ☐ Other (describe):
- **Total Project Area** 5 acres (4.2.1.b.)
- **Total Area To Be Disturbed** 3.6 acres (4.2.1.b.)
- **Existing Vegetative Cover (%)** 35
- **Soil Properties:** AASHTO Soil Classification A-1-a, A-1-b, A-6 Very gravelly loam, very gravelly coarse sand (4.2.1. d.)
- **Name of Receiving Water Body/Bodies** Whitewood Creek (4.2.1.e.)

**ORDER OF CONSTRUCTION ACTIVITIES (4.2.1.c.)**

- (Stabilization measures shall be initiated as soon as possible, but in no case later than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased. Initiation of final or temporary stabilization may exceed the 14-day limit if earth disturbing activities will be resumed within 21 days.)
- Install stabilized construction entrance(s).
  - Install perimeter protection where runoff sheets from the site.
  - Clearing and grubbing.
  - Stabilize disturbed areas.
  - Install inlet and culvert protection after completing storm drainage and other utility installations.
  - Complete final grading.
  - Reseed areas or surface disturbed by removal activities.

**EROSION AND SEDIMENT CONTROLS (4.2.2.a.(1)(a)-(f))**

(Check all that apply)

- **Stabilization Practices (See Detail Plan Sheets)**
  - ☒ Temporary or Permanent Seeding
  - ☐ Planting (Woody Vegetation for Soil Stabilization)
  - ☐ Mulching (Grass Hay or Straw)
  - ☐ Erosion Control Blankets or Mats
  - ☐ Roughened Surface (e.g. tracking)
  - ☒ Dust Control
  - ☐ Other:
- **Structural Temporary Erosion and Sediment Controls**
  - ☐ Silt Fence
  - ☐ Straw Bale Check
  - ☒ Temporary Berm
  - ☐ Temporary Slope Drain

**SPILL PREVENTION (4.2.2.c.(2))**

- **Material Management**
  - ☒ **Housekeeping**
    - Only needed products will be stored on-site by the Contractor.
    - Except for bulk materials the contractor will store all materials under cover and in appropriate containers.
    - Products must be stored in original containers and labeled.
    - Material mixing will be conducted in accordance with the manufacturer's recommendations.
    - When possible, all products will be completely used before properly disposing of the container off-site.
    - The manufacturer's directions for disposal of materials and containers will be followed.
    - The Contractor's site superintendent will inspect materials storage areas regularly to ensure proper use and disposal.
    - Dust generated will be controlled in an environmentally safe manner.
    - Vegetation areas not essential to the construction project will be preserved and maintained as noted on the plans.
  - ☒ **Hazardous Materials**
    - Products will be kept in original containers unless the container is not resealable.
    - Original labels and material safety data sheets will be retained in a safe place to relay important product information.
    - If surplus product must be disposed of, manufacturer's label directions for disposal will be followed.
    - Maintenance and repair of all equipment and vehicles involving oil changes, hydraulic system drain down, de-greasing operations, fuel tank drain down and removal, and other activities which may result in the accidental release of contaminants will be conducted on an impervious surface and under cover during wet weather to prevent the release of contaminants onto the ground.
    - Wheel wash water will be collected and allowed to settle out suspended solids prior to discharge. Wheel wash water will not be discharged directly into any storm water system or storm water treatment system.
    - Potential pH-modifying materials such as: bulk cement, cement kiln dust, fly ash, new concrete washings, concrete pumping, residuals from concrete saw cutting (either wet or dry), and mixer washout waters will be collected on site and managed to prevent contamination of storm water runoff.
- **Product Specific Practices (6.8)**
  - ☒ **Petroleum Products**

All on-site vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers which are clearly labeled.
  - ☒ **Fertilizers**

Fertilizers will be applied only in the amounts specified by the SDDOT. Once applied, fertilizers will be worked into the soil to limit the exposure to storm water. Fertilizers will be stored in an enclosed area. The contents of partially used fertilizer bags will be transferred to sealable containers to avoid spills.
  - ☒ **Concrete Trucks**

Contractors will provide designated truck washout facilities on the site. These areas must be self-contained and not connected to any storm water outlet of the site. Upon completion of construction, the area at the washout facility will be properly stabilized.

- ☒ Straw Wattles or Rolls
- ☐ Turf Reinforcement Mat
- ☐ Rip Rap
- ☒ Rock Check Dams
- ☒ Sediment Traps/Basins
- ☒ Inlet Protection
- ☐ Outlet Protection
- ☒ Surface Inlet Protection (Area Drain)
- ☐ Curb Inlet Protection
- ☒ Stabilized Construction Entrances
- ☐ Entrance/Exit Equipment Tire Wash
- ☐ Interceptor Ditch
- ☐ Work Platform
- ☐ Temporary Water Barrier
- ☐ Temporary Water Crossing
- ☐ Other:

➢ **Wetland Avoidance**

Will construction and/or erosion and sediment controls impinge on regulated wetlands? Yes ☐ No ☒ If yes, the structural and erosion and sediment controls have been included in the total project wetland impacts and have been included in the 404 permit process with the USACE.

➢ **Storm Water Management (4.2.2.b., (1) and (2))**

Storm water management will be handled by temporary controls outlined in "EROSION AND SEDIMENT CONTROLS" above, and any permanent controls needed to meet permanent storm water management needs in the post construction period. Permanent controls will be shown on the plans and noted as permanent.

➢ **Other Storm Water Controls (4.2.2.c., (1) and (2))**

- ☒ **Waste Disposal**

All liquid waste materials will be collected and stored in sealed metal containers approved by the project engineer. All trash and construction debris from the site will be deposited in the approved containers. Containers will be serviced as necessary, and the trash will be hauled to an approved disposal site or licensed landfill. All onsite personnel will be instructed in the proper procedures for waste disposal, and notices stating proper practices will be posted in the field office. The general Contractor's representative responsible for the conduct of work on the site will be responsible for seeing waste disposal procedures are followed.
- ☒ **Hazardous Waste**

All hazardous waste materials will be disposed of in a manner specified by local or state regulations or by the manufacturer. Site personnel will be instructed in these practices, and the individual designated as the Contractor's on-site representative will be responsible for seeing that these practices are followed.
- ☒ **Sanitary Waste**

Portable sanitary facilities will be provided on all construction sites. Sanitary waste will be collected from the portable units in a timely manner by a licensed waste management Contractor or as required by any local regulations.

➢ **Spill Control Practices (4.2.2 c.(2))**

- In addition to the previous housekeeping and management practices, the following practices will be followed for spill prevention and cleanup if needed.
- ☒ For all hazardous materials stored on site, the manufacturer's recommended methods for spill cleanup will be clearly posted. Site personnel will be made aware of the procedures and the locations of the information and cleanup supplies.
  - ☒ Appropriate cleanup materials and equipment will be maintained by the Contractor in the materials storage area on-site. As appropriate, equipment and materials may include items such as brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust, and plastic and metal trash containers specifically for cleanup purposes.
  - ☒ All spills will be cleaned immediately after discovery and the materials disposed of properly.
  - ☒ The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
  - ☒ After a spill a report will be prepared describing the spill, what caused it, and the cleanup measures taken. The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring, as well as clean up instructions in the event of reoccurrences.
  - ☒ The Contractor's site superintendent, responsible for day-to-day operations, will be the spill prevention and cleanup coordinator. The Contractor is responsible for ensuring that the site superintendent has had appropriate training for hazardous materials handling, spill management, and cleanup.

➢ **Spill Response (4.2.2 c.(2))**

- The primary objective in responding to a spill is to quickly contain the material(s) and prevent or minimize migration into storm water runoff and conveyance systems. If the release has impacted on-site storm water, it is critical to contain the released materials on-site and prevent their release into receiving waters. If a spill of pollutants threatens storm water or surface water at the site, the spill response procedures outlined below must be implemented in a timely manner to prevent the release of pollutants.
- ☒ The Contractor's site superintendent will be notified immediately when a spill or the threat of a spill is observed. The superintendent will assess the situation and determine the appropriate response.
  - ☒ If spills represent an imminent threat of escaping erosion and sediment controls and entering receiving waters, personnel will be directed to respond immediately to contain the release and notify the superintendent after the situation has been stabilized.
  - ☒ Spill kits containing appropriate materials and equipment for spill response and cleanup will be maintained by the Contractor at the site.
  - ☒ If oil sheen is observed on surface water (e.g. settling ponds, detention ponds, swales), action will be taken immediately to remove the material causing the sheen. The Contractor will use appropriate materials to contain and absorb the spill. The source of the oil sheen will also be identified and removed or repaired as necessary to prevent further releases.
  - ☒ If a spill occurs the superintendent or the superintendent's designee will be responsible for completing the spill reporting form and for reporting the spill to SD DENR.
  - ☒ Personnel with primary responsibility for spill response and clean-up will receive training by the Contractor's site superintendent or designee. The training must include identifying the location of the spill kits and other spill response equipment and the use of spill response materials.

**MAINTENANCE AND INSPECTION (4.2.3. and 4.2.4.)**

- **Maintenance and Inspection Practices**
  - Inspections will be conducted at least one time per week and after a storm event of 0.50 inches or greater.
  - All controls will be maintained in good working order. Necessary repairs will be initiated within 24 hours of the site inspection report.
  - Silt fence will be inspected for depth of sediment and for tears in order to ensure the fabric is securely attached to the posts and that the posts are well anchored. Sediment buildup will be removed from the silt fence when it reaches 1/3 of the height of the silt fence.
  - Sediment basins and traps will be checked. Sediment will be removed when depth reaches approximately 50 percent of the structure's capacity, and at the conclusion of the construction.
  - Check dams will be inspected for stability. Sediment will be removed when depth reaches ½ the height of the dam.
  - All seeded areas will be checked for bare spots, washouts, and vigorous growth free of significant weed infestations.
  - Inspection and maintenance reports will be prepared on form DOT 298 for each site inspection, this form will also be used to document changes to the SWPPP. A copy of the completed inspection form will be filed with the SWPPP documents.
  - The SDDOT Project Engineer and Contractor's Erosion Control Supervisor are responsible for inspections. Maintenance, repair activities are the responsibility of the Contractor. The SDDOT Project Engineer will complete the inspection and maintenance reports and distribute copies per the distribution instructions on DOT 298.

**NON-STORM WATER DISCHARGES (3.0)**

- The following non-storm water discharges are anticipated during the course of this project (check all that apply).
- ☐ Discharges from water line flushing.
  - ☐ Pavement wash-water, where no spills or leaks of toxic or hazardous materials have occurred.
  - ☐ Uncontaminated ground water associated with dewatering activities.

**MATERIALS INVENTORY (4.2.2.c.(2))**

- The following materials or substances are expected to be present on the site during the construction period. These materials will be handled as noted under the headings "EROSION AND SEDIMENT CONTROLS" and "SPILL PREVENTION" (check all that apply).
- ☐ Detergents
  - ☐ Paints
  - ☐ Metals
  - ☐ Bituminous Materials
  - ☐ Petroleum Based Products
  - ☐ Cleaning Solvents
  - ☐ Wood
  - ☐ Chemical Fertilizers
  - ☐ Other:

- ☒ Identifying the location of the spill kits and other spill response equipment and the use of spill response materials.
- ☒ Spill response equipment will be inspected and maintained as necessary to replace any materials used in spill response activities.

**SPILL NOTIFICATION**

- In the event of a spill, the Contractor's site superintendent will make the appropriate notification(s), consistent with the following procedures:
- A release or spill of a regulated substance (includes petroleum and petroleum products) must be reported to DENR immediately if **any one of the following** conditions exists:
    - The discharge threatens or is in a position to threaten the waters of the state (surface water or ground water).
    - The discharge causes an immediate danger to human health or safety.
    - The discharge exceeds 25 gallons.
    - The discharge causes a sheen on surface water.
    - The discharge of any substance that exceeds the ground water quality standards of ARSD (Administrative Rules of South Dakota) chapter 74:51:01.
    - The discharge of any substance that exceeds the surface water quality standards of ARSD chapter 74:51:01.
    - The discharge of any substance that harms or threatens to harm wildlife or aquatic life.
    - The discharge of crude oil in field activities under SDCL (South Dakota Codified Laws) chapter 45-9 is greater than 1 barrel (42 gallons).
- To report a release or spill, call DENR at 605-773-3296 during regular office hours (8 a.m. to 5 p.m. Central time). To report the release after hours, on weekends or holidays, call State Radio Communications at 605-773-3231. Reporting the release to DENR does not meet any obligation for reporting to other state, local, or federal agencies. Therefore, the responsible person must also contact local authorities to determine the local reporting requirements for releases. DENR recommends that spills also be reported to the National Response Center at (800) 424-8802.

**CONSTRUCTION CHANGES (4.4)**

When changes are made to the construction project that will require alterations in the temporary erosion controls of the site, the Storm Water Pollution Prevention Plan (SWPPP) will be amended to provide appropriate protection to disturbed areas, all storm water structures, and adjacent waters. The SDDOT Project Engineer will modify the SWPPP plan (DOT 298) and drawings to reflect the needed changes. Copies of changes will be routed per DOT 298. Copies of forms and the SWPPP will be retained in a designated place for review over the course of the project.

**CERTIFICATIONS**

- **Certification of Compliance with Federal, State, and Local Regulations**

The Storm Water Pollution Prevention Plan (SWPPP) for this project reflects the requirements of all local municipal jurisdictions for storm water management and sediment and erosion control as established by ordinance, as well as other state and federal requirements for sediment and erosion control plans, permits, notices or documentation as appropriate.
- **KTM DESIGN SOLUTIONS, INC.**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

\_\_\_\_\_  
Authorized Signature (See the General Permit, Section 6.9.1.C.)

➢ **Prime Contractor**

This section is to be executed by the General Contractor after the award of the contract. This section may be executed any time there is a change in the Prime Contractor of the project.

I certify under penalty of law that this document and all attachments will be revised or maintained under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

\_\_\_\_\_  
Authorized Signature

**CONTACT INFORMATION**

➢ **Contractor Information:**

- Prime Contractor Name:
- Contractor Contact Name:
- Address:
- Address:
- City:
- State:
- Zip:
- Office Phone:
- Field:
- Cell Phone:
- Fax:

➢ **Erosion Control Supervisor**

- Name:
- Address:
- Address:
- City:
- State:
- Zip:
- Office Phone:
- Field:
- Cell Phone:
- Fax:

➢ **SDDOT Project Engineer**

- Name: **KTM DESIGN SOLUTIONS, INC.**
- Business Address: **528 KANSAS CITY STREET, SUITE 1**
- Job Office Location: N/A
- City: **RAPID CITY, SD**
- State: **SD**
- Zip: **57701**
- Office Phone: **605.791.5866**
- Field: **N/A**
- Cell Phone: **N/A**
- Fax: **605.791.5863**

➢ **SD DENR Contact Spill Reporting**

- Business Hours Monday-Friday (605) 773-3296
- Nights and Weekends (605) 773-3231

➢ **SD DENR Contact for Hazardous Materials.**

- (605) 773-3153
- National Response Center Hotline**
- (800) 424-8802.



2017.10.02 GRADING OPTIONS

2018.01.29 GRADING PLANS

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|-----------------------------|--------------------------|-----------------|
| Internal Job No:<br>17-0818 | Designed By:<br>MT       | Drawn By:<br>KM |
| Surveyed By:<br>PONSEROSA   | Survey Date:<br>FEB 2017 |                 |



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**GRADING AT BUILDING**  
270 MAIN STREET, DEADWOOD, SOUTH DAKOTA

Project Name:

Sheet Name:

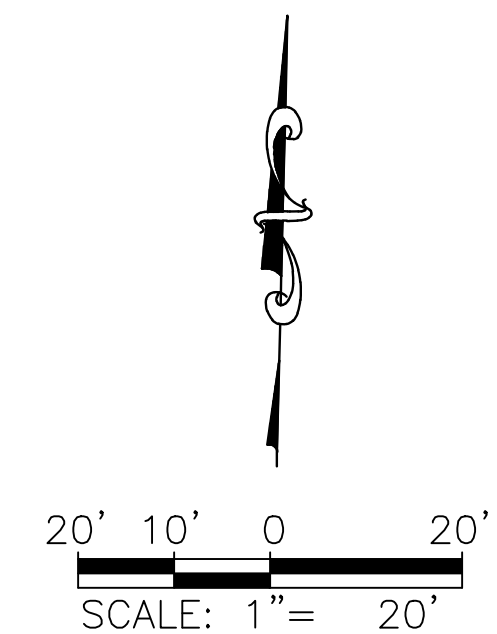
**STORM WATER  
POLLUTION  
PREVENTION NOTES**

**EC-1**

1. CONTRACTOR SHALL CONSTRUCT TEMPORARY DIRT BERMS ADJACENT TO STEEP SLOPES ON SIDES TO PREVENT RUNOFF FROM FLOWING DOWN SIDE HILLS AND CAUSING ADDITIONAL EROSION.
2. THIS PROJECT INVOLVES THE REMOVAL OF TREES ALONG THE NORTHERN LIMITS. REMOVAL OF TREES SHALL REQUIRE TEMPORARY SEEDING WITHIN THE DISTURBED AREA AS NECESSARY TO PREVENT EROSION CONTROL CONCERNS.
3. STRAW OR COMPOST WATTLES SHALL BE USED AS NECESSARY TO TREAT RUNOFF WITHIN OR ADJACENT TO THE SITE.

CONTOUR INTERVALS ARE AT 1 AND 5 FEET FOR  
FINISH GRADING AND 5 AND 25 FEET FOR EXISTING  
GRADE.

 **ECW** EROSION CONTROL WATTLE  
 **PP** TEMPORARY EARTH BERM  
 **VTC** VEHICLE TRACKING CONTROL  
 SLOPE DIRECTION DOWNHILL



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**HOTEL AND GAMING**  
**IG AT BUILDING**  
DEADWOOD, SOUTH DAKOTA

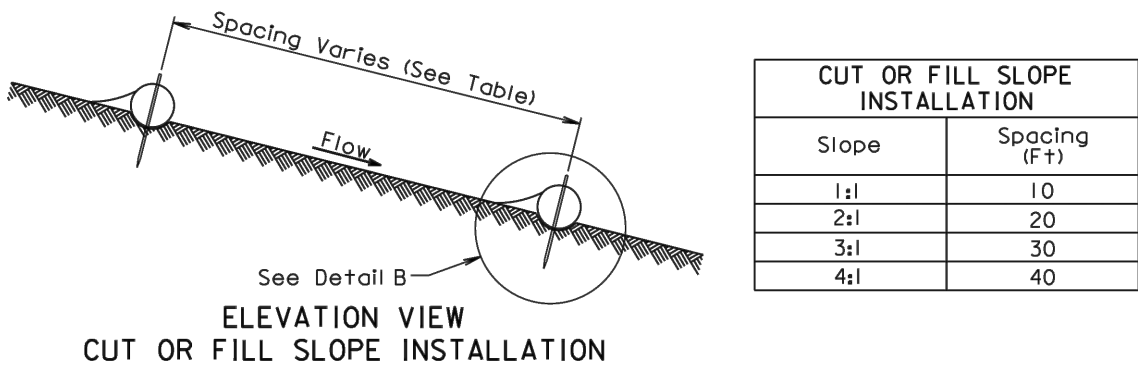


**FIRST GOLD HOTEL AND GAMING**  
GRADING AT BUILDING  
270 MAIN STREET, DEADWOOD, SOUTH DAKOTA

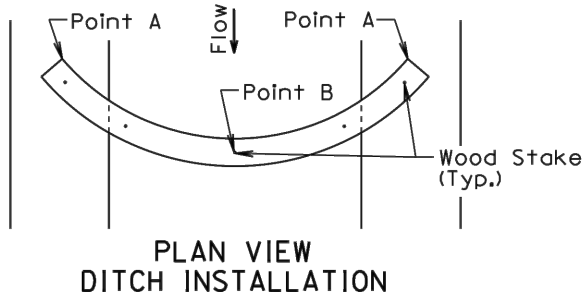
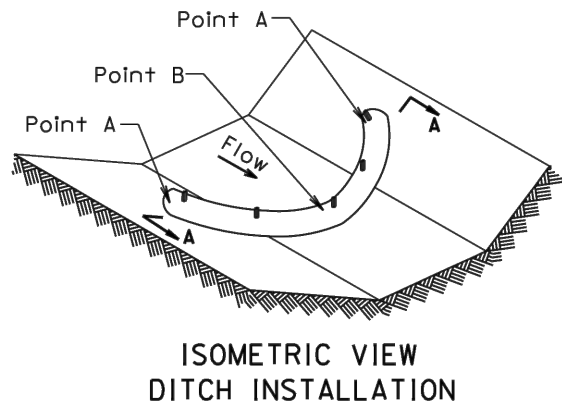
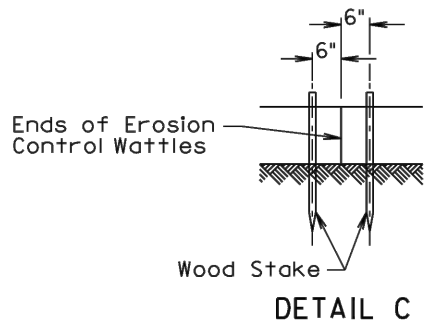
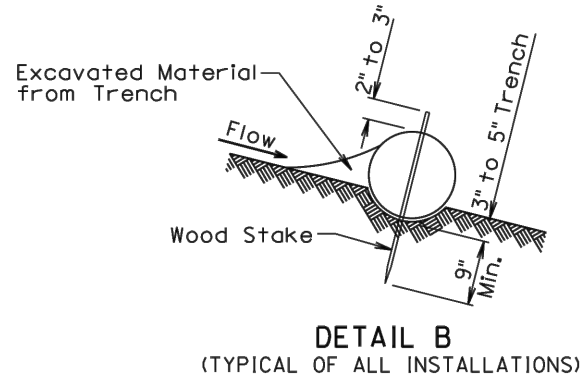
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EROSION  
CONTROL PLAN

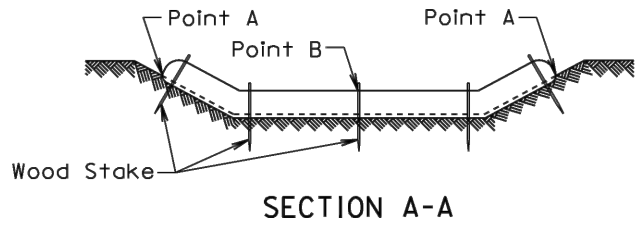
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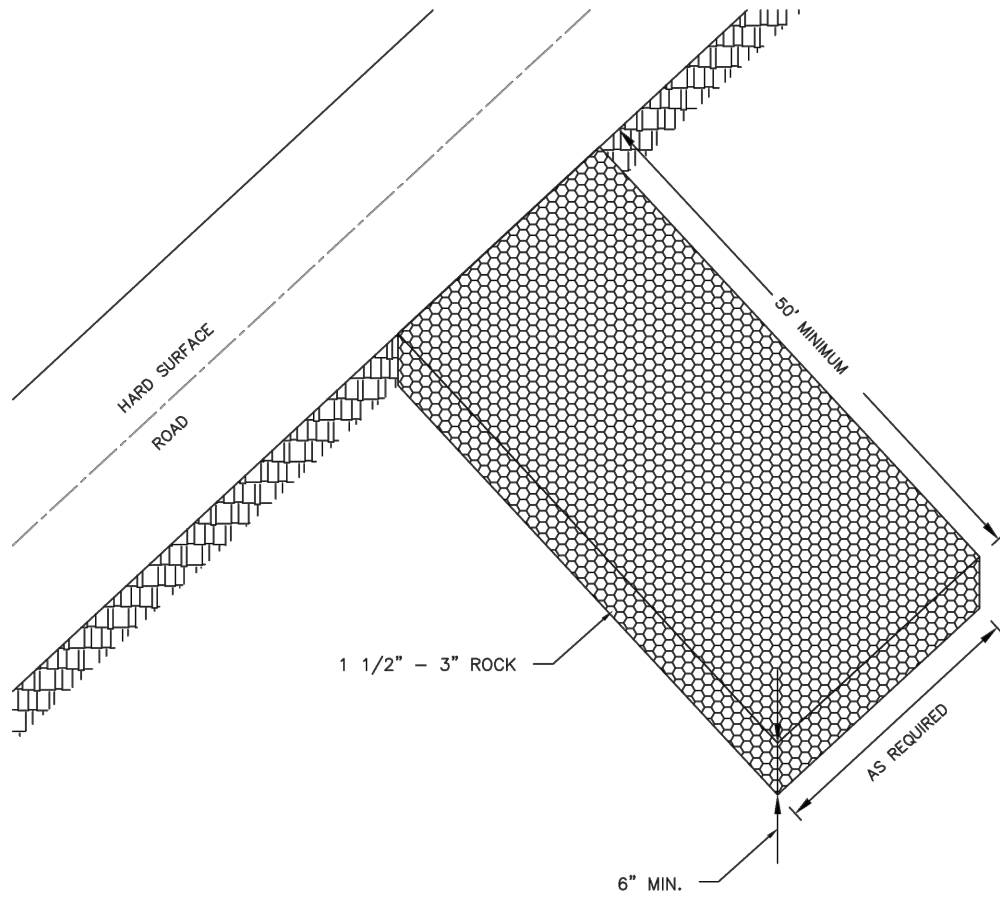
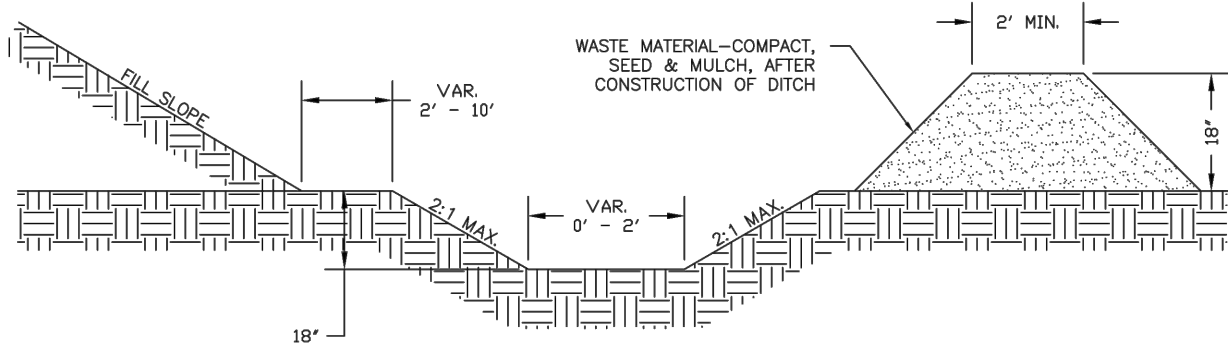
| CUT OR FILL SLOPE<br>INSTALLATION |                 |
|-----------------------------------|-----------------|
| Slope                             | Spacing<br>(Ft) |
| 1:1                               | 10              |
| 2:1                               | 20              |
| 3:1                               | 30              |
| 4:1                               | 40              |



| DITCH INSTALLATION |                 |
|--------------------|-----------------|
| Grade              | Spacing<br>(Ft) |
| 2%                 | 150             |
| 3%                 | 100             |
| 4%                 | 75              |
| 5%                 | 50              |



STRAW COMPOST WATTLE  
NOT TO SCALE



2017.11.29 PRELIMINARY DESIGN

|                             |                          |                 |
|-----------------------------|--------------------------|-----------------|
| Internal Job No:<br>17-0818 | Designed By:<br>MT       | Drawn By:<br>KM |
| Surveyed By:<br>PONSEROSA   | Survey Date:<br>FEB 2017 |                 |

PROFESSIONAL OR  
PRELIMINARY

**PRELIMINARY  
FOR REVIEW ONLY**

STAMP AREA

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FIRST GOLD HOTEL AND GAMING  
GRADING AT BUILDING  
270 MAIN STREET, DEADWOOD, SOUTH DAKOTA

Sheet Name:

EROSION CONTROL  
DETAILS

EC-3

## January 2018 City Archives Monthly Report

These are the items I worked on during the month of January 2018.

### RESEARCH REQUESTS

I received and answered twenty (20) requests in January that took the form of emails, walk in researchers, mail inquiries, and department head and city employee requests.

### COLLECTIONS MANAGEMENT

- **January Donation:** In January, the City of Deadwood Archives received one donation. **Donation 2018.01** Jason Grenstiner of Lead, South Dakota donated the following items: one map of M.C. 254 in Lead City, a bound ledger of business letters from Deadwood resident and congressional delegate Eben Martin (01/06/1887 to 05/10/1887); one book titled Long's Legislative Handbook for 18th Assembly (1889), Eben Martin's account book from Merchants National Bank, two council bills for 16th legislative assembly (1887) and one hand written letter dated 10/11/1882. I sent off the donation forms and begun cleaning and processing this collection.
- **Archaeological Collections:** In January my student intern and I worked on scanning the City's collection of archaeological reports, site forms, archaeological specimen logs, and field notes. These documents include all the archaeological work performed in Deadwood from 1977 to present. As of this report, we have scanned up to the year 1995. Upon completion, I would like to create a GIS layer that will attach these files spatially. This in turn will help the Historic Preservation Office better manage cultural resources and possibly predict future areas that may contain significant archaeological deposits. Next, my volunteers and I continued to review the contents of **Collection 2010.04, the Deadwood Recreational Collection**. As part of this project, we checked the contents of 189 boxes (over 16,000 artifacts) and culled out diagnostic objects including manufacturer marks on bottles, ceramic, smoking paraphernalia, toys, buttons, clothing fasteners, fabric, shoes/leather, and ammunition. These items will help further our knowledge about the history of this site. Finally, as time permitted, I refitted a stoneware chamber pot manufactured by Newfield Pottery and Woodland Pottery, Tunstall, England for the W.H. Grindley & Company. The chamber pot and a brief history are on display in the "*cabinet of curiosities*" and on Historic Preservation's Facebook page.

### PROJECTS

- **Cadillac Jack's Log Project:** In January, I organized and began working with Jeff Buechler of Dakota Research Services on the thirteen logs unearthed during the 2017 Cadillac Jacks Expansion project. These logs were once part of an adit, or horizontal placer mine shaft affiliated with Mineral Claim 308. This included organizing a contract for professional services with Dakota Research Services and conducting an in depth recordation of the logs (weight measure, photograph and sample). The wood "cookies" were then delivered to Dr. Peter Brown, a dendrochronologist in Ft. Collins, Colorado. Dr. Brown will date these cookies to determine the age of this archaeological feature. In January, Buechler and I were selected to present a 20 minute talk on the results of this project at the 29<sup>th</sup> annual Mining History Association Conference in Deadwood on June 6-10, 2018.

- **US Highway 85, DOT Interpretive Panels:** In January, I submitted to the South Dakota Department of Transportation, (SD-DOT), six (6) 24 x 36 outdoor interpretive panels to be placed in the Pluma pocket park located along Cliff Street. These outdoor panels are titled: *Pluma Right Place, Right Time; Pluma's Power Plants; Flooding and the Railroads; Good Roads Movement & Lawrence County; Cheyenne & Deadwood Stage Route; and George S. Mickelson Trail*. During the month, I wrote, edited, located photographs from local archives, and designed the signs. Upon completion, the digital files will be sent to Pannier Graphics for final development. It is my hope to have these signs installed in the park in April or May of 2018.
- **Deadwood Pioneer: A Face from the Past, Presentation:** I was asked by Dr. Lennard Hopper of Deadwood Dental to co-present on the discovery of Deadwood's unidentified individual at the Black Hills Dental Association's January dinner meeting. Prior to the January 30, 2018 presentation, I developed a Powerpoint for the presentation. On the night of the talk, Dr. Lennard Hopper, Katie Lamie (SD-ARC) and I gave an hour long presentation.

#### MISCELLANEOUS ITEMS

- **Community Planning Assistance for Wildfire Conference:** On January 23-25, 2018, Bob Nelson and I attended the CPAW conference in Boulder, Colorado as part of being selected for the 2017-2018 CPAW national grant. The conference provided us with a tremendous amount of information and I will give a five minute update at the next HPC and City Commission meeting.
- **Black Hills State University Botanical Project:** On January 11, 2018, several city and Historic Preservation Commissioners, city staff and I attended an hour long presentation the findings from the 2016-2017 Chinatown botanical project. At the end of the presentation, the BHSU herbarium had a short display of the items they curated as part of this project. All of these items will be returned to Deadwood in the spring of 2018.
- **Deadwood/Lead High School Student Mentoring Project:** Jachin Ruth, a senior from the D/LHS spent 2.5 hours working with me in the archives, researching his family for his senior project.
- **4<sup>th</sup> Quarter BLM Grant Report:** On January 31, 2018, I submitted the 4<sup>th</sup> quarter BLM grant report to the Billings, Montana office.
- **Syndicate Video and SDPB:** In January, Bob Bosse and Chad Anderson of SDPB asked to use the Syndicate Fire documentary for a Dakota Life segment. I mailed the video and photographs used in the documentary. This segment will air in February.

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 #1 Rec Center chamber pot reconstruction.



Image #2 close up of cut marks discovered during the log recordation and sampling.



Image #3 BHSU site on January 11, 2018 and inspection of curated botanical specimens.

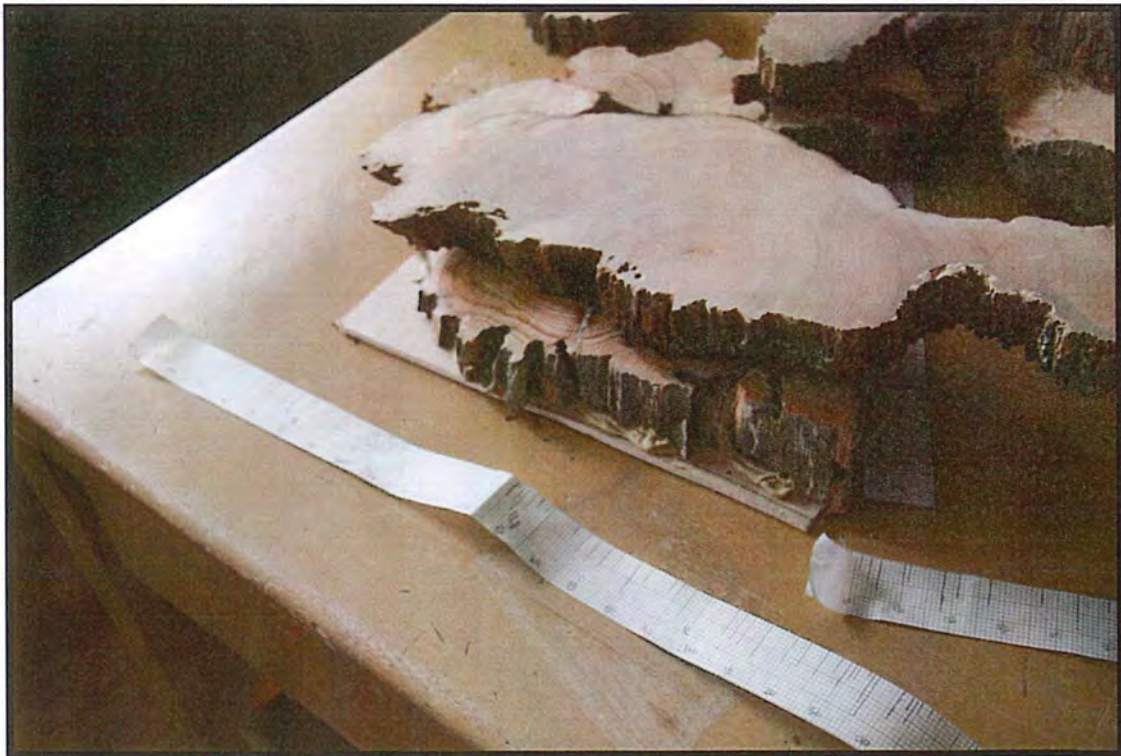


Image #4 Tree ring chronology at Dr. Peter Brown's lab in Ft. Collins, Colorado.