

DEADWOOD HISTORIC PRESERVATION COMMISSION

Wednesday, December 27, 2017 ~ 5:00 p.m.

City Hall, 108 Sherman Street, Deadwood, South Dakota

1. Call meeting to Order
2. Approval of HPC Meeting Minutes
 - a. December 13, 2017 Regular Meeting
3. Voucher Approval
4. HP Programs and Revolving Loan Program
5. Old or General Business
 - a. Main Street Initiative update
 - b. Main Street Initiative – Design Committee – Request to Purchase Flower Pots – Exhibit A
 - c. Renewal of Neighborworks Contract – Exhibit B
6. New Matters before the Deadwood Historic District Commission
7. New Matters before the Deadwood Historic Preservation Commission
8. Items from Citizens not on agenda (*Items considered but no action will be taken at this time.*)
9. Staff Report (*Items considered but no action will be taken at this time.*)
10. Committee Reports (*Items will be considered but no action will be taken at this time.*)
11. Other Business
12. Adjournment

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

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1. Call meeting to Order
2. Approval of HPC Meeting Minutes
 - a. November 21, 2017 Regular Meeting
3. Voucher Approval
4. Old or General Business
 - a. Main Street Initiative update
 - b. Agreement with SHPO and State Historic Preservation Office – **Exhibit A**
 - c. Deadwood Masonic Center – Not-For-Profit Grant Request – **Exhibit B**
 - d. Special Cowboy Moments on RFD TV – 2018 Agreement – **Exhibit C**
 - e. Wayfinding – Purchase Replacement Signs – **Exhibit D**
 - f. Replacement of City Archives Workstations -- **Exhibit E**
 - g. Black Hills State University Site Visit -- **Exhibit F**
 - h. 2018 South Dakota Department of Tourism Conference – January 16-18 – **Exhibit G**
 - i. 30th Anniversary of Deadwood's Syndicate Fire – December 18, 6:00 p.m., Saloon 10 -- **No Exhibit**
5. New Matters before the Deadwood Historic District Commission
6. New Matters before the Deadwood Historic Preservation Commission
 - a. PA H17090 – Dustin & Laura Floyd – 21 Lincoln – Change Kitchen Window – **Exhibit H**
 - b. PA H17091 – Roger & Ann Ochse – 35 Madison – Stabilize Foundation – **Exhibit I**
 - c. PA H17092 – Mike & Brett Runge – 37 Jackson – Replace Attic Windows – **Exhibit J**
7. HP Programs and Revolving Loan Program
 - a. HP Program Applications – **Exhibit K**
 - i. Pauline West – 79 Stewart Street – Foundation Program
 - ii. Roger and Ann Ochse – 35 Madison Street – Foundation Program
 - iii. Mike and Brett Runge – 37 Jackson – Wood Windows and Doors Program
 - b. HP Program Grant Extensions – **Exhibit L**
 - i. James Pontius – 118 Charles – Wood Windows and Doors/Siding
 - ii. Dustin and Laura Floyd – 21 Lincoln – Wood Windows and Doors
 - iii. Raven Van Tassel – 39 Van Buren – Wood Windows and Doors
 - iv. Mike Besso – 405 Williams -- Foundation
 - c. Revolving Loan Program – **Exhibit M**
 - i. Richard and Sandy Neeson – 26 Washington – Request Four HP Loans
 - ii. Shirley Karas – 784 Main – Subordination Request
8. Items from Citizens not on agenda (*Items considered but no action will be taken at this time.*)
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City of Deadwood
HISTORIC PRESERVATION COMMISSION
Wednesday, December 13, 2017

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

Absent: Dale Berg

Present City Commission: None

Present Staff: Kevin Kuchenbecker, Historic Preservation Officer, Joy McCracken, of NeighborWorks-Dakota Home Services, and Bonny Anfinson, Recording Secretary were present.

All motions passed unanimously unless otherwise stated.

A quorum present, Chair Johnson called the Deadwood Historic Preservation Commission meeting to order Wednesday, December 13, 2017 at 5:00 p.m. in the Commission Room located in City Hall at 108 Sherman Street in Deadwood, SD.

Approval of HPC Minutes:

November 21, 2017 Regular Meeting

It was moved by Mr. Blair and seconded by Ms. Ochse to approve the HPC minutes of Wednesday, November 21, 2017. Aye – All. Motion carried.

Voucher Approval:

It was moved by Mr. Toews and seconded by Ms. Ochse to approve the HP Operating Account in the amount of \$106,647.46. Aye – All. Motion carried.

Old or General Business:

Main Street Initiative Update – Kevin Kuchenbecker – No Exhibit

Mr. Kuchenbecker updated the commission Main Street Initiative Committees:

- The Organization Committee met today and discussed several items. The Committee met with the Block Club to discuss the options for the Pavilion. from the Design Committee from the previous day which was bunting over Main Street; flowers on Main Street light poles; an archway between Wells Fargo and Silverado and cigarette canisters on Main Street were some of the topics.
- The Promotion Committees next project coming up is the K-9 Keg Pull. The Holiday Mixer was a success. There was positive feedback.
- Economic Restructuring will have SDSU back in January to do a full presentation of the nine projects.
- The Gaming Committee met recently and discussed the Yankton Proposal for gaming and the impact of the fine for the underage gambler and how it will impact Deadwood's gaming numbers and children in casinos. The committee and staff is working on an indicators dashboard. Mr. Toews stated HP funded the Archway. The committee will be coming before HP to fund another sign on the south end of main street.

Agreement with SHPO and State Historic Preservation Office – Exhibit A

Mr. Kuchenbecker stated this agreement was presented to us before and it had an escalator in the year to year cost. Our budget is not increasing nor does it have an escalator in it. The agreement before you is the revised document. ***It was moved by Ms. Ochse and seconded by Ms. Posey to recommend to the City Commission approval of the agreement for another four years, July 2018 to June 2022 for a cost of \$60,000 per year. Aye – All. Motion carried.***

Deadwood Masonic Center – Not-For-Profit Grant Request – Exhibit B

Mr. Kuchenbecker stated the Masonic Center has submitted a Not-For-Profit Grant in the amount of \$2,500 to conduct a scenery evaluation of the Scottish Rite Theater Backdrops. Ms. Ochse directed staff to inform the recipient all articles regarding this project need to give credit to Deadwood Historic Preservation for funding the project. ***It was moved by Mr. Blair and seconded by Mr. Toews to approve the Not-for-Profit Grant to the Masonic Center Association to hire Wendy R. Waszut-Barrett, PhD, in the amount of \$2,500.00, to conduct a scenery evaluation and provide scenery restoration recommendations. Aye – All. Motion carried.***

Special Cowboy Moments on RFD TV – 2018 Agreement – Exhibit C

Mr. Kuchenbecker stated RFD TV would like to shoot film footage during the 2018 Days of 76 Rodeo and air the docuseries on the Special Cowboy Moments. They are requesting funds to sponsor commercial spots. ***It was moved by Mr. Toews and seconded by Ms. Posey to recommend to the City Commission sponsorship in the amount of \$5,700.00 for a docuseries on the Days of 76 Rodeo to be aired during "Special Cowboy Moments". Funds could come out of the Public Education line item. Aye – All. Motion carried.***

Wayfinding – Purchase Replacement Signs – Exhibit D

Mr. Kuchenbecker stated in addition to the Wayfinding Project staff has been working on the replacement of street and parking signs with more appropriate decorative posts and street signage. Staff has solicited a quote from Bandon Industries, Inc. in the amount of \$5,435.00 for replacement signs and decorative posts. ***It was moved by Mr. Blair and seconded by Ms. Posey to recommend to the City Commission approval to purchase replacement signs from Bandon Industries, Inc. in the amount of \$5,435.00 to come out of the wayfinding budget line item. Aye – All. Motion carried.***

Replacement of City Archives Workstations – Exhibit E

Mr. Kuchenbecker stated the Archives is requesting permission to replace three workstations and five docking stations to be used in the City Archives and archaeology lab. The cost will not exceed \$6,700.00. ***It was moved by Mr. Blair and Seconded by Ms. Ochse to recommend to the City Commission approval to purchase three mobile work stations and five HP Zbook 200W docking stations in the amount of \$6,700.00.***

It was moved by Mr. Toews and Seconded by Ms. Posey to rescind the motion and recommend to the City Commission approval to purchase three mobile work stations and five HP Zbook 200W docking stations in the amount of \$6,700.00. Aye – All. Motion carried.

Black Hills State University Site Visit – Exhibit F

Mr. Kuchenbecker stated the Botany Department of Black Hills State University (BHSU) would like to invite the Deadwood Historic Preservation Commission, City Commission, department heads and staff to an open house to review the completed conservation and new findings from the Chinatown archaeological/botanical collection. The site visit will be January 11, 2018 1:30 – 3:30.

2018 South Dakota Department of Tourism Conference – January 16-18 – Exhibit G

Mr. Kuchenbecker stated the Tourism Conference will be held in Pierre January 16-18, 2018. A copy of the events and a registration is available for your review. If you wish to partake in the event let Bonny or Megan know.

30th Anniversary of Deadwood's Syndicate Fire – December 18, 2017, 6:00 p.m., Saloon 10 – No Exhibit

Mr. Kuchenbecker stated there will be a celebration of the Deadwood Syndicate Fire on December 18, 6:00 p.m. in the Charley Utter Theatre. Please RSVP to Bonny or Meghan.

New Matters before the Deadwood Historic District Commission

New Matters before the Deadwood Historic Preservation Commission

PA H17090 – Dustin & Laura Floyd – 21 Lincoln – Change Kitchen Window – Exhibit H

Kevin Kuchenbecker stated the applicant is requesting permission to change the kitchen window back closer to the look of the original windows. 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 the evidence presented, the HP Commission finds 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. Aye – All. Motion carried.***

PA H17091 – Roger and Ann Ochse – 35 Madison – Stabilize Foundation – Exhibit I

Kevin Kuchenbecker stated the applicant is requesting permission to stabilize the front foundation wall that supports the roof. 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 Mr. Toews based upon all the evidence presented, the HP Commission finds 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. Ms. Ochse Abstained. Aye – All. Motion carried.***

PA H17092 – Mike and Brett Runge – 37 Jackson – Replace Attic Windows –Exhibit J

Mr. Kuchenbecker stated the applicant is requesting permission to replace two aluminum storm inserts in the attic with double hung Marvin wood windows. 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. Ochse and seconded by Ms. Posey based upon all the evidence presented, the HP Commission finds 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. Aye – All. Motion carried.***

Revolving Loan Fund and Historic Preservation Programs:

HP Program Applications – Exhibit K

- i. Pauline West – 79 Stewart Street – Foundation Program
- ii. Roger and Ann Ochse – 35 Madison Street – Foundation Program
- iii. Mike and Brett Runge – 37 Jackson – Wood Windows and Doors Program

It was moved by Mr. Blair and seconded by Ms. Posey to accept Pauline West, 79 Stewart, into the Foundation Program; Roger and Ann Ochse, 35 Madison, into the Foundation Program; Mike and Brett Runge, 37 Jackson, into the Wood Windows and Doors program. Ms. Ochse abstained. Aye – All. Motion carried.

HP Program Grant Extensions – Exhibit L

- i. James Pontius – 118 Charles – Wood Windows and Doors/Siding
- ii. Dustin and Laura Floyd – 21 Lincoln – Wood Windows and Doors
- iii. Raven Van Tassel – 39 Van Buren – Wood Windows and Doors
- iv. Mike Besso – 405 Williams – Foundation

It was moved by Ms. Ochse and seconded by Mr. Toews to grant six month extensions to James Pontius, 118 Charles, Wood Windows and Doors/Siding; Dustin and Laura Floyd, 21 Lincoln, Wood Windows and Doors; Raven Van Tassel, 39 Van Buren, Wood Windows and Doors; Mike Besso, 405 Williams, Foundation. Aye – All. Motion carried.

Revolving Loan Program/Disbursements – Exhibit M

- i. Richard and Sandy Neeson – 26 Washington – Life Safety, Foundation, Windows and Siding Loans
- ii. Shirley Karas – 784 Main – Subordination Request

It was moved by Mr. Toews and seconded by Ms. Posey to approve the requests. Aye – All. Motion carried.

Revolving Loan Program Disbursements

It was moved by Mr. Blair and seconded by Mr. Toews to approve HP Grant Fund disbursements in the amount of \$36,523.52, based on information as presented by Mrs. McCracken of NeighborWorks-Dakota Home Services. Ms. Posey Abstained. Aye - All. Motion carried.

It was moved by Mr. Toews and seconded by Ms. Posey to approve HP Revolving Loan Fund disbursements in the amount of \$63,966.01, based on information presented by Mrs. McCracken of NeighborWorks-Dakota Home Services. Aye - All. Motion carried.

Mr. Kuchenbecker asked which address is being approved for Sabo because there are issues regarding work being done on several locations in Deadwood. ***It was moved by Mr. Toews and seconded by Mr. Blair to amend the previous motion and remove the payment request for Satisfaction of Mortgage for Dennis Sabo until we receive an answer. Aye - All. Motion carried.***

Mr. Kuchenbecker asked why Lance Bobolz is first and last on the aging report. Mrs. McCracken will check into it.

Items from Citizens not on Agenda

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

Mr. Kuchenbecker handed out the 2018 calendar which was a partnership with the block clubs. The pictures came from the Haas collection. Ted Spencer from SHPO sent you a fact sheet regarding solar panels in Historic Districts. Copies of the Standard and Poor's Ratings Service was presented to the Commission. Open meeting brochure was handed out. Mr. Kuchenbecker stated the retaining wall at 53 Lincoln is complete. There will be some seeding done in the spring. Mr. Kuchenbecker stated we may have to change how we are doing the Façade Program. State Law states that we need to bid out these projects.

Ms. Anfinson gave a report on the 56 Taylor project and where we are at on the Foundant software program.

Committee Reports:

Ms. Ochse stated she has seen realtors listing homes as vacation rentals on their web sites. We need to inform realtors that this is not allowed. Kevin stated it will be addressed at the Realtor Workshop and he will talk with Mr. Nelson Jr. and Mr. Mohr.

Mr. Blair stated the calendar is wonderful. They should be taken to the Tourism Conference.

Ms. Ochse would like an article in the paper regarding the Historic Residential Rehabilitation Program for projects completed.

Adjournment:

The Historic Preservation Commission Meeting adjourned at 5:55 p.m.

ATTEST:

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

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



"The Historic City of the Black Hills"

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

MEMORANDUM

Date: December 22, 2017
To: Deadwood Historic Preservation Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Main Street Initiative – Design Committee – Request to Purchase Flower Pots

The Main Street Initiative Design Committee is working on beautification of Main Street and the Historic District. In 2017 the Historic Preservation Commission purchased eighteen 22" five gallon capacity pots for the business owners to plant and maintain flowers on Main Street.

There are currently 18 poles with double brackets available for 36 pots. The Design Committee is requesting funds from Historic Preservation to purchase eighteen more 22" five gallon pots at a cost of \$125.40 each for a total of \$2,257.20. The Revitalization Committee will be responsible for the planting of the flowers.

RECOMMENDED MOTION: *Move to recommend to the purchase 18 - 22" five gallon hanging flowers pots for a total cost of \$2,257.20 to come out of the benches and public beautification line item.*

**AGREEMENT FOR ADMINISTRATION OF DEADWOOD
HISTORIC PRESERVATION REVOLVING LOAN AND GRANT FUNDS**

This Agreement is made between the DEADWOOD HISTORIC PRESERVATION COMMISSION, hereinafter referred to as "HPC." and NEIGHBORWORKS, hereinafter referred to as "NHS".

The parties acknowledge that HPC has previously established a Revolving Loan Fund and related programs for the purpose of making commercial and residential loans and grants for the rehabilitation of residences, buildings, structures, improvements, and retaining walls located within the City of Deadwood. The parties further acknowledge that they have previously entered into Agreements in which NHS has contracted with HPC to provide administrative services in connection with the Revolving Loan Fund Program. HPC wishes to contract with NHS for providing administrative services for the period from January 1, 2017 through December 31, 2017, and therefore mutually agree as follows:

I.

NHS shall provide administrative services required in connection with the administration of HPC Revolving Loan Funds, Special Needs Grants, Elderly and Vacant Home Programs, siding program, window program, and retaining wall program funds as set forth and according to written policy guidelines and administrative procedures established and adopted by the Historic Preservation Commission.

II.

HPC agrees to reimburse NHS for ELIGIBLE COSTS incurred by NHS pursuant to this Agreement, subject to a maximum of seventy-five thousand (\$75,000) for the period beginning January 1, 2017 and ending on December 31, 2017. The amount of such reimbursement shall be

at hourly rates listed on the attached Rate Sheet, with total amounts to be paid during this time period not to exceed \$75,000, without prior express written approval and consent by HPC. For the purposes of this Agreement, ELIGIBLE COSTS shall mean associated services of NHS employees at the hourly rates as listed in the attached Rate Sheet which shall be inclusive of salaries, wages, and fringe benefits, office expense, worker's compensation insurance, liability insurance including officers and directors liability insurance, utilities, and other necessary expenses. The parties acknowledge that NHS has other duties and functions and that HPC will only pay that portion of ELIGIBLE COSTS determined to be related to services performed for HPC by NHS pursuant to this Agreement. Request for reimbursement shall be made no more frequently than monthly and shall be accompanied by a voucher detailing the ELIGIBLE COSTS to be approved by the HPC and the City Commission. All such reimbursements for ELIGIBLE COSTS will be paid solely from HPC Revolving Loan Fund.

III.

The term of this Agreement shall commence on the 1st day of January, 2017 and continue through the 31st day of December, 2017, unless terminated earlier or re-negotiated earlier, as provided herein.

IV.

NHS agrees that it shall prepare and submit to HPC such reports and information as required by HPC. In addition, NHS shall promptly furnish to the City any and all financial statements, financial reports, audits, and monthly, quarterly, semi-annual, or annual statements prepared by or on behalf of NHS in the ordinary course of its business, which relates, directly or indirectly, to the providing of services under this Agreement. Such reports and information shall include reporting of HPC Loan Fund income at the end of each period as requested by HPC. NHS shall continue to provide monthly loan and delinquency reports as it has been doing in the

past. NHS shall provide Annual Activities reports, sorted by program, with summary overview explanation of disbursements and receipts of all funds such that HPC can properly evaluate each.

V.

The purchase of any real or personal property shall not be an allowable cost under the provisions of this Agreement except as approved or allowed in advance by HPC.

VI.

NHS shall perform services under this Agreement as an independent contractor. It is agreed that nothing herein contained or intended shall be construed in any manner as creating or establishing a relationship or co-partners between the parties hereto or of constituting NHS or any of its officers, agents, servants, or employees as an agent, representative, or employee of HPC for any purpose or in any manner whatsoever. NHS's officers, agents, servants, and employees shall not be considered employees of HPC, for any claims, which might arise under the Workman's Compensation Acts of the State of South Dakota. Furthermore, NHS agrees to defend, indemnify, and save harmless HPC and its officers, commissioners, agents, servants, and employees from any liability or judgments of any kind whatsoever arising out of the performance or non-performance of NHS and its officers, agents, servants, and employees of the work specified in this Agreement.

VII.

This Agreement may terminate or re-negotiated by either party upon thirty (30) days written notice to the other party. In the event of such termination, all property acquired with funds furnished by HPC and all finished or unfinished documents, data, studies, financial records, loan files, and reports purchased or prepared by NHS pursuant to this Agreement shall be returned to HPC. In the event terms are re-negotiated, the parties shall ascertain what property, data, or files shall remain with NHS. NHS shall be entitled to compensation for

performance of any un-reimbursed services satisfactorily performed prior to the date of termination of this Agreement. Notwithstanding the above, NHS shall not be relieved of liability to HPC for damages sustained to HPC by virtue of any breach of this Agreement by NHS.

VIII.

NHS may not assign or transfer any interest in this Agreement without the prior written approval of HPC.

IX.

NHS agrees that it will have and maintain at all times, during the term of this Agreement, qualified, competent, trained, and experienced personnel with loan and administrative experience and training comparable to the current staff of NHS, which personnel will perform the duties required to be performed by NHS pursuant to this Agreement.

X.

NHS especially acknowledges and agrees that their authority is limited as set forth in this Agreement and as set forth in the attached policies and procedures set forth in paragraph I, above, that HPC retains sole authority to approve all loans and actions taken with respect to delinquent loan payments. Further, NHS acknowledges that it does not have authority to contract for HPC or the City of Deadwood.

XI.

NHS agrees to observe and comply with all Federal, State, and local laws, ordinances, rules, and regulations, which are now or may later become applicable to its activities or services performed pursuant to this Agreement.

XII.

This Agreement, together with all paragraphs, terms, and provisions is made in the State of South Dakota and shall be construed and interpreted in accordance with the laws of the State of South Dakota.

XIII.

It is understood and agreed that this is the entire Agreement of the parties and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing.

Dated this _____ day of _____, 2016.

HISTORIC PRESERVATION COMMISSION

By: _____

Its: _____

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF LAWRENCE)

On this _____ day of _____, 2016, before me, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the Chairman of the Historic Preservation Commission, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

Notary Public
My Commission Expires:

Dated this 22 day of December, 2016.

NEIGHBORHOOD HOUSING SERVICES OF THE
BLACK HILLS

By: [Signature]
Its: Lending Director

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF LAWRENCE)

On this 22 day of December, 2016, before me, the undersigned officer, personally appeared William M. Walker, known to me or satisfactorily proven to be the Lending Director of NeighborWorks, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

[Signature]
Notary Public
My Commission Expires:

Dated this this _____ day of _____ 2016.



City Finance Officer

CITY OF DEADWOOD

By: [Signature]
Its: Mayor