

**DEADWOOD HISTORIC PRESERVATION COMMISSION**

**Wednesday, November 11, 2015 ~ 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 – October 28, 2015
3. Voucher Approval
4. Old or General Business
  - a. Acknowledge & welcome guests for the CLG (Certified Local Government) statewide meeting
  - b. Deadwood Main Street Wi-Fi Funding Request – Deadwood Chamber – Exhibit A
  - c. DOT Project – Street lighting standards from Walnut Street to Highway 385 – Tom Blair
5. New Matters before the Deadwood Historic District Commission
  - a. COA – Case #H15056 – 10 Pine Street – VFW Black Hills Post 5969 – Replace Doors – Exhibit B
6. New Matters before the Deadwood Historic Preservation Commission
7. Revolving Loan Fund & HP Programs Update
  - a. HP Program Applications
    - Tom Rensch, Franklin Hotel Building ..... 700 Main ..... Facade Program – Exhibit C
    - Wayne Morris, Nugget Saloon ..... 606 Main ..... Façade Program – Exhibit D
    - Wayne Morris, Nugget Saloon ..... 604 Main ..... Facade Program – Exhibit E
  - b. Revolving Loan Program – Exhibit F
    - Joan Berner ..... 74 Van Buren ..... Retaining Wall Loan
    - Tim Berg ..... 1 Forest ..... Elderly Loan Program
  - c. Retaining Wall Program Disbursements
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.*

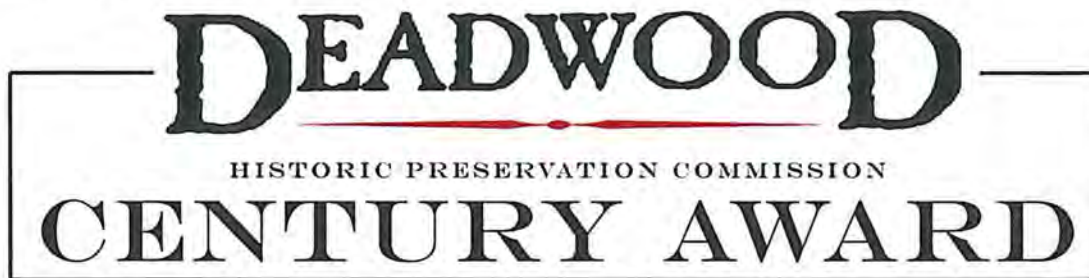
Reminder of Statewide CLG Statewide Meeting November 11-13, 2015, Deadwood, SD

**DEADWOOD HISTORIC PRESERVATION COMMISSION**

**Wednesday, October 28, 2015 ~ 5:00 p.m.**

City Hall, 108 Sherman Street, Deadwood, South Dakota

1. Call meeting to Order
2. *Recess meeting for program*



3. *Reconvene meeting for business*
4. Approval of HPC Meeting Minutes – October 14, 2015
5. Voucher Approval
6. Old or General Business
  - a. Deadwood Main Street Wi-Fi Request for Funding – Deadwood Chamber – Exhibit A
7. New Matters before the Deadwood Historic District Commission
  - a. COA -- Case #H15054 – 700 Main Street – Tom Rensch – Parapet Reconstruction – Exhibit B
  - b. COA – Case #H15055 – 670-672 Main Street – Sharon and Scott Jacobs -- Window Repair – Exhibit C
8. New Matters before the Deadwood Historic Preservation Commission
9. Revolving Loan Fund & HP Programs Update
  - a. HP Program Applications – Exhibit D
    - Bonnie Fosso .....170 Pleasant .....Siding Program
    - Bonnie Fosso .....170 Pleasant .....Wood Windows Program
    - Bernie Raqusaw .....299 Williams .....Retaining Wall Program
  - b. Revolving Loan Program – Exhibit E
    - Lynette Kirkeby..... 111 Williams ..... Request to Forgive Retaining Wall
    - Bernie Reausaw ..... 299 Williams .....Siding Program
    - Bonnie Fosso .....170 Pleasant .....Elderly and RLF Programs
    - Lawrence Kratch ..... 4 Lincoln .....Elderly Program
    - Shirley Black ..... 800 Main ..... Elderly Program
    - Chris & Margaret Bloom ..... 46 Denver ..... RLF & Vacant Home Programs
  - c. Retaining Wall Program Disbursements
10. 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, October 28, 2015**

**Present Historic Preservation Commission:** Michael Johnson, Chuck Williams, Lynn Namminga, Thomas Blair, and Dale Berg were present.

**Absent:** Laura Floyd and Ms. Terri Williams, City Attorney, were absent.

**Present City Commission:** Dave Ruth Jr. was present.

Mr. Kevin Kuchenbecker, Historic Preservation Officer, Vicki Wilks of NeighborWorks-Dakota Home Services and Bonny Fitch, Recording Secretary, were all present.

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

A quorum present, Vice Chair Johnson called the Deadwood Historic Preservation Commission meeting to order Wednesday, October 28, 2015 at 5:00 PM in the Commission Room located in the City Hall at 108 Sherman Street in Deadwood, SD.

Vice Chair Johnson recessed the meeting for the Deadwood Historic Preservation Commission Century Awards.

Mr. Kuchenbecker showed a "Preservation Moment" video from the HP YouTube which was recently created to provide an overview of the history, creation, and importance of the Century Awards program. Awards were presented to the Michael Hefron Building, 627 Main, built in 1901; Deadwood Carnegie Library, 435 Williams, built in 1905; Cudahay Packing Company, 12 Lee Street, built in 1915. Mr. Kuchenbecker thanked the staff for putting this event together.

Vice Chair Johnson reconvened the meeting for business.

**Approval of October 14, 2015 HPC Minutes:**

***It was moved by Mr. Berg and seconded by Mr. Namminga to approve the minutes of Wednesday, October 14, 2015 as presented. Aye – All. Motion carried.***

**Voucher Approval:**

***It was moved by Mr. Toews and seconded by Mr. Namminga to approve the HP Operating Account in the amount of \$97,249.45. Aye – All. Motion carried.***

***It was moved by Mr. Toews and seconded by Mr. Blair to approve the Bonded Account in the amount of \$68,580.00. Aye – All. Motion carried.***

**Old or General Business:**

**Deadwood Main Street Wi-Fi Request for Funding – Deadwood Chamber – Exhibit A**

Mr. Kuchenbecker informed the Commission the Deadwood Chamber is seeking funds to provide a Wi-Fi system on Main Street to be used by visitors when on Main Street. Mr. Blair asked why it can't be spread out and used by everyone. Mr. Williams asked if the Chamber was putting money into it and stated he does not like the idea. Mr. Blair stated the Chamber needs to talk with the Historic Preservation Commission.

***It was moved by Mr. Blair and seconded by Mr. Berg to continue this item until the November 11, 2016 meeting. Aye – All. Motion carried.***

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

**Case #H15054 – 700 Main Street – Tom Rensch – Parapet Reconstruction – Exhibit B**

Mr. Kuchenbecker informed the Commission the applicant is asking permission to reconstruct from center arched parapet using a molded fiberglass to replicate original masonry in form texture, and color. Install center flagpole per original design. All design is based on original photographs and existing physical evidence. Plans are to restore as many wood windows as budget will allow using new wood sash and balances in original frame and trim. Fiberglass chosen for pediment to reduce weight to within structure limitations. ***Based upon guidance found in DCO 17.68.050, it was moved by Mr. Blair and seconded by Mr. Toews the exterior alteration proposed is congruous with the historical, architectural, archaeological, or cultural aspects of the district and move to grant Certification of Appropriateness for the reconstruction and window restoration located at 700 Main Street. Aye- All. Motion carried.***



Case #H15055 – 670-672 Main Street – Sharon and Scott Jacobs – Exhibit C

Mr. Kuchenbecker informed the Commission the applicant is asking permission to repair windows to include retrofit right, upper window with thermopane glass and wooden frame, replace broken glass in one window, scrape and repaint all window trim in white. In the rear, retrofit three top windows with thermopane glass and wooden frame, all windows to match last one on the right (facing building), remove metal cage around windows, scrape and repaint window trim. Replace lower small broken grooved prism glass, install thermopane glass on inside for insulation purposes, and scrape and repaint all window trim. ***Based upon guidance found in DCO 17.68.050, it was moved by Mr. Blair and seconded by Mr. Berg the exterior alteration proposed is congruous with the historical, architectural, archaeological, or cultural aspects of the district and move to grant Certification of Appropriateness for the window repairs located at 670-672 Main Street. Aye- All. Motion carried.***

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

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

Historic Preservation Program Applications – Exhibit D

Mr. Kuchenbecker presented the Commission with applications received for Historic Preservation programs. These can be approved as consent and approve all at once or make separate motions on each one. Bonnie Fosso, 170 Pleasant, Siding and Wood Windows and Doors Program; Bernie Raqusaw, 299 Williams, Retaining Wall Program. ***It was moved by Mr. Toews and seconded by Mr. Berg to approve all Historic Preservation Program Applications, as submitted. Aye - All. Motion carried.***

**Revolving Loan Fund/Retaining Wall Program Update:**

Retaining Wall Applications

No applications were addressed at this meeting.

Revolving Loan Program/Disbursements – Exhibit E

***It was moved by Mr. Namminga and seconded by Mr. Blair to approve HP Revolving Loan Fund disbursement in amount of \$1,751.59, based on information as presented by Ms. Wilks, of NeighborWorks-Dakota Home Services. Aye - All. Motion carried.***

***It was moved by Mr. Blair and seconded by Mr. Toews to approve HP Grant Fund disbursements in the amount of \$10,254.88, based on information as presented by Ms. Wilks of NeighborWorks-Dakota Home Services. Aye - All. Motion carried.***

The delinquency report, an update on projects and an overview of the revolving loan fund was presented.

111 Williams – Lynette Kirkeby – Request to Forgive Retaining Wall Loan

***It was moved by Mr. Blair and seconded by Mr. Toews to approve the request to forgive for Retaining Wall Loan for Lynette Kirkeby, 111 Williams, in the amount of \$3,528.75. Aye- All. Motion carried.***

299 Williams – Bernie Reausaw – Siding Repair and Replacement

***It was moved by Mr. Toews and seconded by Mr. Blair to enter 299 Williams into the Loan Program for Siding. Aye - All. Motion carried.***

170 Pleasant Street – Bonnie Fosso – Revolving Loan Fund

***It was moved by Mr. Blair and seconded by Mr. Toews to enter 170 Pleasant into the Revolving Loan Fund. Aye - All. Motion carried.***

170 Pleasant Street – Bonnie Fosso – Elderly Loan Program

***It was moved by Mr. Toews and seconded by Mr. Berg to enter 170 Pleasant into the Elderly Resident Program. Aye - All. Motion carried.***

170 Pleasant Street – Bonnie Fosso – Siding Loan Program

***It was moved by Mr. Toews and seconded by Mr. Berg to enter 170 Pleasant into the Siding Loan Program. Aye - All. Motion carried.***

170 Pleasant Street – Bonnie Fosso – Windows Loan Program

***It was moved by Mr. Namminga and seconded by Mr. Toews to enter 170 Pleasant into the Windows Loan Program. Aye- All. Motion carried.***

4 Lincoln – Lawrence Kracht (Kracht Family Trust) – Elderly Loan Program

***It was moved by Mr. Toews and seconded by Mr. Blair to enter 4 Lincoln into the Elderly Loan Program. Aye - All. Motion carried.***



800 Main Street – Shirley Black (Frances Lauer) – Elderly Loan Program

***It was moved by Mr. Toews and seconded by Mr. Namminga to enter 800 Main Street into the Elderly Loan Program. Aye - All. Motion carried.***

46 Denver – Christopher & Margaret Bloom – Vacant Home Program

***It was moved by Mr. Toews and seconded by Mr. Blair to enter 46 Denver into the Vacant Home Program. Aye - All. Motion carried.***

46 Denver – Christopher & Margaret Bloom – Revolving Loan Fund

***It was moved by Mr. Toews and seconded by Mr. Blair to enter 46 Denver into the Revolving Loan Fund. Aye - All. Motion carried.***

**Items from Citizens not on Agenda**

Paul Kacey expressed his gratitude to the Historic Preservation Commission and the programs available to help restore his family's historic home.

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

Mr. Kuchenbecker reported on the following items:

- Mike Runge's staff report is in your binder;
- Reports are starting to come in on the Chinese coins and one of them is 1,000 years old;
- Next Tuesday, November 3, is the Ft Pierre Depot VIP Reception. Mike Johnson, Tom Blair and Kevin will be attending;
- November 2, 2015 will be the second reading of the Actors and Performers Ordinance;
- We will have our first Façade Grant & Easement selection review committee meeting. There are two applicants requesting funds. Wayne Morris, 606 and 604 Main, Tom Rensch, 700 Main Street, Franklin Hotel;
- Residential Rehab information has been sent to Block Clubs for Feedback;
- Continuing to do research on Wild Bill's guns. We may have the possibility of one being donated;
- Retaining wall at 10 Harrison is proceeding;
- St. Ambrose Cemetery have been working with the weather. The project should be closed out this year.
- Highway Project been working with the DOT on interpretive signs for the gateway project;
- Working with the State office on the Charles Street Bridge;
- The two Interns have been working out well, Blu Gay and Cady Harrington;
- 2016 first round Outside of Deadwood Grants deadline is January;
- A couple of people are interested in the Soda Fountain. One of them is the new owner of Goldbergs. Mr. Kuchenbecker will try to get the project done by the end of this year.

**Committee Reports**

Mr. Blair reported on the Colorado Historic District – Estes Park and Ft Collins.

Vice Chair Johnson read a Thank You from Michael Lewis, SDHSF President, for helping sponsor the South Dakota Historical Society Foundation's successful fundraising social at the Days of 76 Museum.

**Adjournment:**

There being no other business, the Historic Preservation Commission Meeting adjourned at 5:51 p.m.

ATTEST:

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Laura Floyd

Chairman, Historic Preservation Commission

Bonny Fitch, Historic Preservation Office/Recording Secretary

# EXHIBIT A



## Deadwood Main Street Public WiFi - Request for funding

Dear Deadwood Historic Preservation Commissioners:

The Deadwood Chamber of Commerce has researched potential companies and received costs from them to provide a WiFi system on Main Street in Deadwood. This WiFi system would be used by visitors when on Main Street, and will elevate the customer experience while here along with making it easier for them to share their Deadwood memories to their digital networks.

Through its research, the Deadwood Chamber of Commerce recommends using Vast Broadband to provide the service. The equipment and installation costs will be \$0 to Deadwood, and the monthly fees are \$800, or \$9,600 for the year. It is a 36-month agreement.

With this cost, not only will visitors be provided an excellent service, we will also be able to put the Deadwood brand on the home screen of the user when accessing the WiFi. This will allow us to dispense a variety of Deadwood information to the user, such as Deadwood history information, event information, maps, PSAs and more.

It's our hope the Historic Preservation Commission will view the WiFi project as a worthy endeavor, and we are requesting funding of \$9,600 annually for the agreement.

A copy of the proposed agreement is included.

Thank you for your consideration!

Sincerely,

A handwritten signature in black ink, appearing to be 'L. Harstad'.

Lee Harstad  
Deadwood Chamber of Commerce





## BUSINESS SERVICE ORDER

**BUSINESS:** DEADWOOD CHAMBER OF COMMERCE

**CONTACT:**

Phone: 6055781876  
Fed Tax ID: 46-0118544

Date: 07/24/2015  
Quote #: OPP-030170

**PHYSICAL ADDRESS**  
767 main st  
DEADWOOD SD 57732

**BILLING ADDRESS**  
767 MAIN ST  
DEADWOOD SD 57732-1015

**CONTRACT TERM**  
36 month(s)

**SALES REP**  
Brett Ritter  
(605) 965-9574  
brett.ritter@vastbroadband.com

Product	Line Description	New vs Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
Dedicated Internet	public wi-fi	New	1	\$800.00	\$0.00	\$800.00
*Pricing subject to approval after internal review*				Total:	\$ 0.00	\$ 800.00

<b>Special Instructions:</b>	<p>The community of Deadwood will be subsidising a Vast public wi-fi service on main street in Deadwood with this agreement.</p> <ul style="list-style-type: none"><li>• This network is for use by visitors to Deadwood and cannot be used by anyone as a primary Internet connection</li><li>• Vast will have full management of the network and the landing page / authentication process</li></ul>
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<b>Promotional Offer Details:</b>	
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<b>Directory Listing Information - Address:</b>			
<b>Directory Listing:</b>		<b>YP Heading:</b>	
<b>Listing:</b>		<b>SIC Code:</b>	
<b>Phone:</b>		<b>YPH Code:</b>	

<p>You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV surcharge and other programming cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to annual increases.</p>	
	(Initials)





## **VAST BROADBAND BUSINESS CUSTOMER AGREEMENT**

This VAST BROADBAND Business Customer Agreement sets forth the terms and conditions under which VAST BROADBAND Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of VAST BROADBAND Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "VAST BROADBAND", "we", "us", or "our". The Services will be provided to you by the VAST BROADBAND company that operates in your service area.

1. **Subscription to Services.** By signing or electronically submitting this Agreement to VAST BROADBAND, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by VAST BROADBAND either electronically or in writing, (ii) VAST BROADBAND begins providing the Services described in the Service Order, or (iii) VAST BROADBAND begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon VAST BROADBAND's engineering review to determine the serviceability of the premises. If VAST BROADBAND determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

2. **Terms and Conditions of Service.** Customer's use of the VAST BROADBAND Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions located at <https://www.vastbroadband.com> (the "General Terms"), which may be modified by VAST BROADBAND from time to time in accordance with the General Terms and applicable law, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides, located at <https://www.vastbroadband.com> or otherwise communicated to you, specifically including any acceptable use policy (the "Service Policies"), which Service Policies may be modified by VAST BROADBAND from time to time, and which Service Policies are incorporated herein by reference and made a part of this Agreement; and (iii) applicable VAST BROADBAND Tariffs, which are available for review at <https://www.vastbroadband.com>, are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement. Any new terms or policies adopted by VAST BROADBAND, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the VAST BROADBAND Web site at <https://www.vastbroadband.com> (or any successor url(s)). Accordingly, customers and users of the VAST BROADBAND Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if VAST BROADBAND makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If VAST BROADBAND agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

3. **Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to annual increases. Other prices are subject to change. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and charges apply to all services. The taxes, fees and surcharges may be changed at any time.

4. **PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO VAST BROADBAND'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: VAST BROADBAND'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (i) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. VAST BROADBAND MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE VAST BROADBAND MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY VAST BROADBAND IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF VAST BROADBAND DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR VAST BROADBAND SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (ii) IN THE EVENT OF A NETWORK OUTAGE; OR (iii) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR VAST BROADBAND PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE VAST BROADBAND SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER VAST BROADBAND PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, VAST BROADBAND SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. **CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

6. **Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.





**7. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to VAST BROADBAND, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

**8. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to VAST BROADBAND for the listing service.

**9. Term and Termination; Early Termination Fee.** The term of this Agreement is specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. If VAST BROADBAND terminates this Agreement for cause or Customer terminates this Agreement without cause, Customer shall pay early termination charges. If such termination is prior to installation of Service and after execution of this Agreement, early termination charges shall be the reasonable expenses and costs incurred by VAST BROADBAND through the date of termination including but not limited to any third party costs incurred by VAST BROADBAND, direct labor and materials. If such termination is after activation of Service, Customer, in addition to any unpaid sums owed for Services provided, will pay an early termination charge equal to seventy-five percent (75%) of its average monthly billing for all Services for the last twelve months (or the number of months for which Customer has received Services from VAST BROADBAND, if less than twelve months) purchased from VAST BROADBAND multiplied by the number of months remaining in the applicable Term of this Agreement, plus any other related reasonable expenses of VAST BROADBAND including, but not necessarily limited to, construction and installation costs, discounts or credits or competitive contract buyout charges. Customer agrees that VAST BROADBAND's damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty.

**10. Access to Premises and Installation of System.** Customer grants VAST BROADBAND the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to VAST BROADBAND, shall secure and maintain all necessary rights of access to the service location(s) for VAST BROADBAND to install, operate and remove its equipment and provide the Services. VAST BROADBAND in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If VAST BROADBAND's access rights to the service location are terminated or restricted, early termination fees will apply.

**11. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**12. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both VAST BROADBAND and our program provider. Customer shall indemnify and hold VAST BROADBAND harmless against and from any violation of this provision.

**13. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized VAST BROADBAND Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on VAST BROADBAND. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without VAST BROADBAND's prior written consent. The parties acknowledge that VAST BROADBAND is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of VAST BROADBAND under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

VAST BROADBAND INTERNET, CABLE AND PHONE

Signature: \_\_\_\_\_

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

Print Name: Brett Ritter

Title: Dir, Business Sales

CUSTOMER

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Service Address: 767 main st DEADWOOD SD 57732

Phone: 6055781876

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) VAST BROADBAND may contact me at the phone number above (or such other phone number or email address provided by me to VAST BROADBAND), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) VAST BROADBAND manages its Internet Network according to specific Practices and Procedures, which can be found at <https://www.vastbroadband.com>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <https://www.vastbroadband.com>

**PIN #** \_\_\_\_\_

VAST BROADBAND requires that you create a 4-digit PIN that will be required when you request changes to your VAST BROADBAND Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify VAST BROADBAND if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with VAST BROADBAND on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact VAST BROADBAND and change the PIN. VAST BROADBAND is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.



# EXHIBIT B

Date: 11/05/2015

Case No. H15056

Address: 10 PINE ST

## Staff Report

The applicant has submitted an application for Certificate of Appropriateness for work at 10 Pine Street, a contributing structure located in the Deadwood City Planning Unit in the City of Deadwood.

Applicant: VFW BLACK HILLS

Owner: VFW BLACK HILLS POST 5969

Constructed: 1935

### CRITERIA FOR THE ISSUANCE OF A CERTIFICATE OF APPROPRIATENESS

The Historic District Commission shall use the following criteria in granting or denying the Certificate of Appropriateness:

#### General Factors:

**1. Historic significance of the resource:** The building site was originally part of a railroad switching yard. The building was used originally for a Hudson-Terraplane sales and service. By the late 1940's it was converted to a grocery and Safeway operated a store from this location from 1947 to 1962. In 1967 the Deadwood VFW Post moved into this building.

**2. Architectural design of the resource and proposed alterations:** Applicant is requesting to replace two (2) doors on the upper level. One non-public access on the west side of the building on the upper level. One roof access door on the south side/upper level. Both doors are to be insulated/painted steel/wood with no glass. Replacement doors to be same dimensions of existing doors. The work is to be completed by members of the VFW.

**Attachments:** Yes

**Plans:** Yes

**Photos:** Yes

#### Staff Opinion:

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





**Motions available for commission action:**

**A:** Based upon the guidance found in DCO 17.68.050, I find that the exterior alteration proposed is congruous with the historical, architectural, archaeological or cultural aspects of the district and MOVE to grant Certification of Appropriateness.

**OR**

**B:** Based upon the guidance found in DCO 17.68.050, I find that the exterior alteration proposed is incongruous with the historical, architectural, archaeological or cultural aspects of the district and MOVE to deny Certification of Appropriateness.



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



FOR OFFICE USE ONLY

Case No. 415056  
☐ Project Approval  
☒ Certificate of Appropriateness  
Date Received 11/03/15  
Date of Hearing 11/11/15

## 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: 10 PINE ST

Historic Name of Property (if known): HUDSON - TERRAPLANE

### APPLICANT INFORMATION

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

Owner's Name: VFW BLACK HILLS POST 5969

Address: PO BOX 443

City: DEADWOOD State: SD Zip: 57732

Telephone: 605 722 9914 Fax: \_\_\_\_\_

E-mail: POST5969@MIDCONETWORK.COM

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

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

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

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

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

Contractor's Name: \_\_\_\_\_

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

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

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

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

Agent's Name: \_\_\_\_\_

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

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

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

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

### TYPE OF IMPROVEMENT

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

ACTIVITY: (CHECK AS APPLICABLE)			
Project Start Date: <u>ASAP</u>		Project Completion Date (anticipated): <u>JAN 1 2016</u>	
<input type="checkbox"/> ALTERATION	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input type="checkbox"/> ADDITION	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> Residential <input type="checkbox"/> Other _____		
<input type="checkbox"/> ROOF	<input type="checkbox"/> New	<input type="checkbox"/> Re-roofing	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input type="checkbox"/> GARAGE	<input type="checkbox"/> New	<input type="checkbox"/> Rehabilitation	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input type="checkbox"/> FENCE/GATE	<input type="checkbox"/> New	<input type="checkbox"/> Replacement	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
Material _____ Style/type _____ Dimensions _____			
<input type="checkbox"/> WINDOWS	<input type="checkbox"/> STORM WINDOWS	<input checked="" type="checkbox"/> DOORS	<input type="checkbox"/> STORM DOORS
	<input type="checkbox"/> Restoration	<input type="checkbox"/> Replacement	<input type="checkbox"/> New
	<input type="checkbox"/> Front	<input checked="" type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
Material <u>STEEL/WOOD</u> Style/type <u>INSULATED</u>			
<input type="checkbox"/> SIGN/AWNING	<input type="checkbox"/> New	<input type="checkbox"/> Restoration	<input type="checkbox"/> Replacement
Material _____ Style/type _____ Dimensions _____			
<input type="checkbox"/> OTHER – Describe in detail below or use attachments			

### DESCRIPTION OF ACTIVITY

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

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

REPLACE (2) DOORS ON UPPER LEVEL. ONE NON-PUBLIC  
ACCESS ON WEST SIDE OF BUILDING ON UPPER LEVEL.  
ONE ROOF ACCESS DOOR ON SOUTH SIDE / UPPER LEVEL.  
BOTH DOORS TO BE INSULATED / PAINTED STEEL/WOOD  
WITH NO GLASS. REPLACEMENT DOORS TO BE SAME  
DIMENSIONS OF EXISTING DOORS. WORK TO BE  
COMPLETED BY OWNER.



## 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.

Roll. S. L. 11.3.15  
SIGNATURE OF OWNER(S) DATE

\_\_\_\_\_  
SIGNATURE OF AGENT(S) DATE

\_\_\_\_\_  
SIGNATURE OF OWNER(S) DATE

\_\_\_\_\_  
SIGNATURE OF AGENT(S) DATE

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SIGNATURE OF OWNER(S) DATE

\_\_\_\_\_  
SIGNATURE OF AGENT(S) DATE

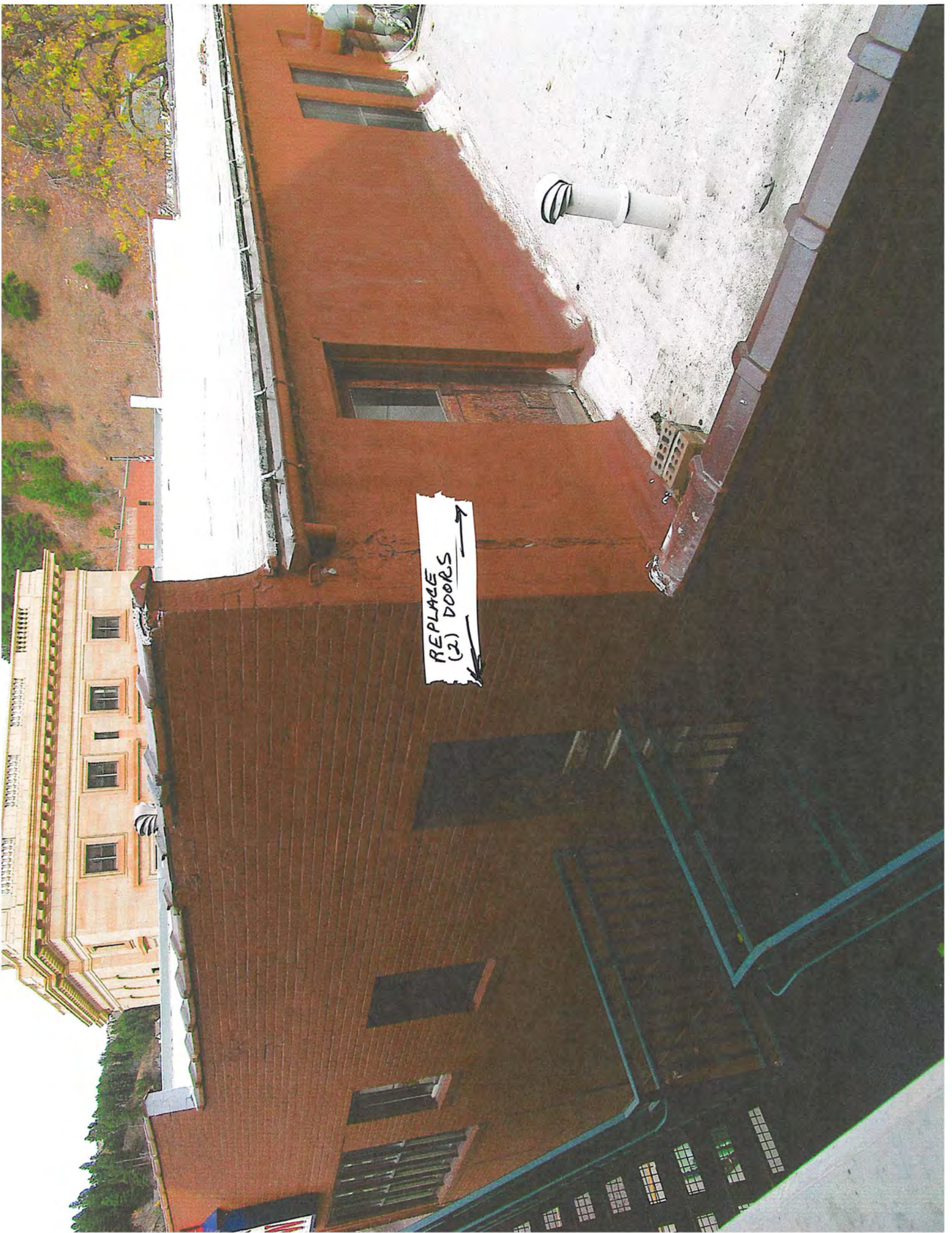
## APPLICATION DEADLINE

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.





REPLACE  
(2) DOORS →



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  
Fax: (605) 578-2084  
[kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

## MEMORANDUM

---

**Date:** November 6, 2015  
**To:** Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 700 Main – Franklin Building -- Façade Easement Program Approval

---

Tom Rensch with the Silverado Casino is requesting acceptance and funding through the Historic Façade Easement Program for repairs to the Franklin Hotel Parapet and windows.

The actual costs of restoring or rehabilitating the façade will be used in determining the value of the façade grant. There is a maximum allowed per building. The standard maximum award per building is 80 percent of the qualified expenditures and capped at \$75,000. Any award cap may be increased by up to \$25,000 for buildings on corner lots and with more than one prominent façade for funding the restoration or rehabilitation of additional prominent facades.

The estimated total cost of the façade restoration project is \$125,000. The applicant is requesting \$100,000 for the façade project. The total cost of the building rehabilitation project to include additional interior work has not been determined and the anticipated appraisal value at conclusion of the project is unknown.

The project received Certification of Appropriateness at the Historic Preservation Commission meeting on 10/28/15.

### RECOMMENDATION:

*The Selection Committee has reviewed the Façade Easement Program Application and recommends approval to the Historic Preservation Commission.*



# Historic Facade Easement Program Application

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

**1. Address of Property:**

700 Main Street, Deadwood, SD

**2. Applicant's name & mailing address:**

Tom Rensch

Silverado Casino

709 Main St, Deadwood, SD

Telephone: ( 800 ) 584-7005, ext. 228

E-mail trench@silveradocasino.com

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

SuperG Investment Corp.

709 Main St. (Silverado Casino)

Deadwood, SD

Telephone: ( Same ) - \_\_\_\_\_

E-mail Same

**4. Project Costs:**

Total cost of the façade restoration project:

\$ 125,000<sup>00</sup> plus, Not yet Bid

Amount requested for the façade project  
(Keep in mind eligible expenses and program maximums)

\$ 100,000<sup>00</sup>

Total cost of building rehabilitation project  
(Include additional interior work planned)

\$ To Be Determined

Anticipated appraisal value at conclusion of project

\$ unknown

**5. Façade Easement Program Area – Deadwood Local Historic District**





6. Required Supporting Documentation

- a. Complete a City of Deadwood Application for Certificate of Appropriateness and attach it to this document.
  - Provide detailed description of exterior changes including materials, colors and dimensions
  - Proposed rehabilitation renderings and elevations
  - Current and historic photos of the building
  - Project budget including the entire project and façade project
  - Project timeline
  - General information on project financing or other such information showing feasibility of project
  - Conformance of the project with the Secretary of Interior Standards for Rehabilitation and the Deadwood Downtown Design Guidelines
- b. Acknowledgement of façade easement requirement

7. 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: \_\_\_\_\_

Date submitted: 10/5/2015

Owner's signature: \_\_\_\_\_

Date submitted: 10/5/2015

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

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



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  
Fax: (605) 578-2084  
[kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

## MEMORANDUM

---

**Date:** November 6, 2015  
**To:** Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 606 Main – Nugget Saloon -- Façade Easement Program Approval

---

Wayne Morris is requesting acceptance and funding through the Historic Façade Easement Program for façade restoration.

The actual costs of restoring or rehabilitating the façade will be used in determining the value of the façade grant. There is a maximum allowed per building. The standard maximum award per building is 80 percent of the qualified expenditures and capped at \$75,000. Any award cap may be increased by up to \$25,000 for buildings on corner lots and with more than one prominent façade for funding the restoration or rehabilitation of additional prominent facades.

The estimated total cost of the façade restoration project is \$51,000. The applicant is requesting \$40,800 for the façade project. The total cost of the building rehabilitation project to include additional interior work is \$96,000 and the anticipated appraisal value at conclusion of the project is unknown.

The project received Certification of Appropriateness at the Historic Preservation Commission meeting on 04/22/15.

### **RECOMMENDATION:**

*The Selection Committee has reviewed the Façade Easement Program Application and recommends approval to the Historic Preservation Commission.*



# Historic Facade Easement Program Application

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

1. Address of Property:

406 Main

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Applicant's name & mailing address:

Wayne Morris  
dba Nuggett Saloon LLC  
PO Box 385  
Deadwood SD 57732

Telephone: (\_\_\_\_) \_\_\_\_-\_\_\_\_

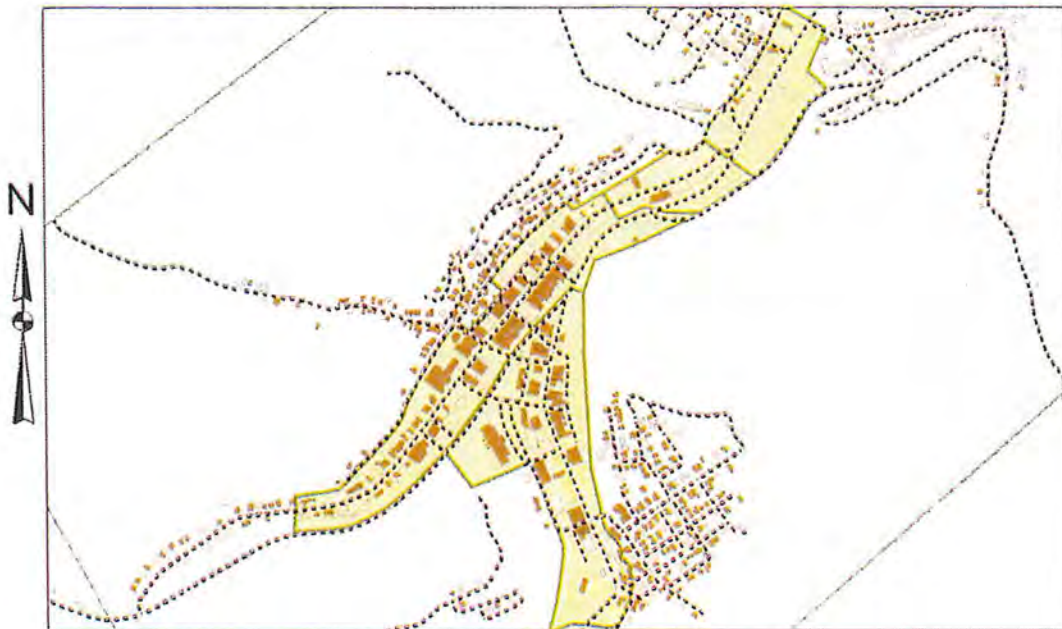
E-mail \_\_\_\_\_

Telephone: (605) 920-1512

E-mail wmorris@rushmore.com

4. Project Costs:	Total cost of the façade restoration project:	\$ <u>51,000</u>
	Amount requested for the façade project (Keep in mind eligible expenses and program maximums)	\$ <u>40,800</u>
	Total cost of building rehabilitation project (Include additional interior work planned)	\$ <u>96,000</u>
	Anticipated appraisal value at conclusion of project	\$ _____

5. Façade Easement Program Area – Deadwood Local Historic District





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  
Fax: (605) 578-2084  
[kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

## MEMORANDUM

---

**Date:** November 6, 2015  
**To:** Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 604 Main – Nugget Saloon -- Façade Easement Program Approval

---

Wayne Morris is requesting acceptance and funding through the Historic Façade Easement Program for façade restoration.

The actual costs of restoring or rehabilitating the façade will be used in determining the value of the façade grant. There is a maximum allowed per building. The standard maximum award per building is 80 percent of the qualified expenditures and capped at \$75,000. Any award cap may be increased by up to \$25,000 for buildings on corner lots and with more than one prominent façade for funding the restoration or rehabilitation of additional prominent facades.

The estimated total cost of the façade restoration project is \$2,300. The applicant is requesting \$1,840 for the façade project. The total cost of the building rehabilitation project to include additional interior work is \$23,000 and the anticipated appraisal value at conclusion of the project is unknown.

The project received Certification of Appropriateness at the Historic Preservation Commission meeting on 04/22/15.

### RECOMMENDATION:

*The Selection Committee has reviewed the Façade Easement Program Application and recommends approval to the Historic Preservation Commission.*



# Historic Facade Easement Program Application

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

1. Address of Property:

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

604, 606, & 610 Main

2. Applicant's name & mailing address:

Wayne Morris  
dbr Nugget Saloon LLC  
Po Box 385  
Deadwood SD 57732

Telephone: ( ) -

E-mail

Telephone: (605) 920-1512

E-mail w@morrisefushmore.com

4. Project Costs:

Total cost of the façade restoration project:

\$ 2,300

Amount requested for the façade project  
 (Keep in mind eligible expenses and program maximums)

\$ 1840<sup>00</sup>

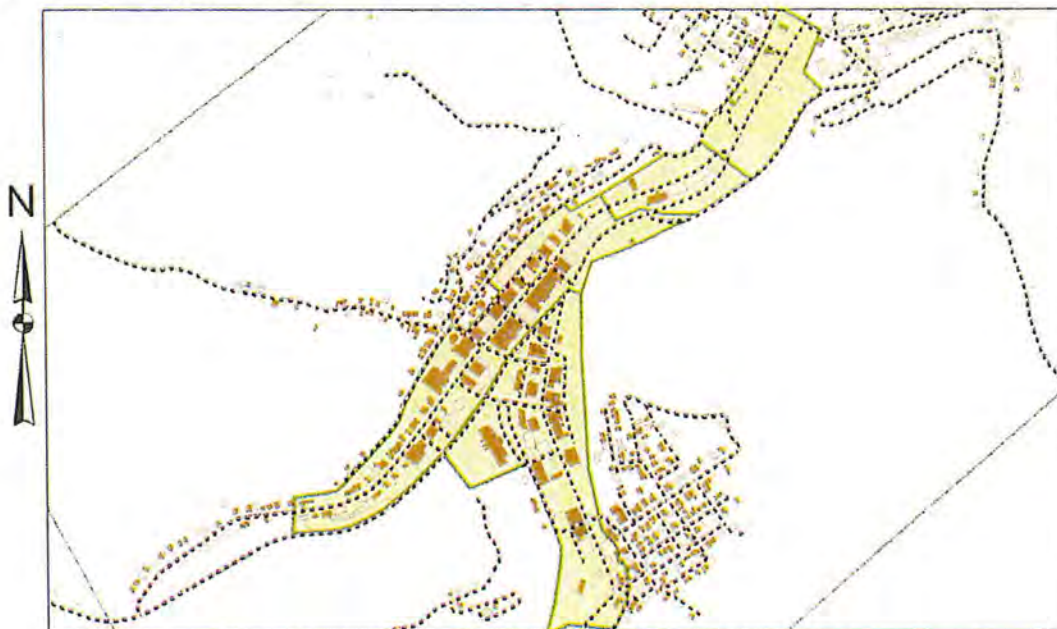
Total cost of building rehabilitation project  
 (Include additional interior work planned)

\$ 23,000

Anticipated appraisal value at conclusion of project

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

5. Façade Easement Program Area – Deadwood Local Historic District





6. Required Supporting Documentation

- a. Complete a City of Deadwood Application for Certificate of Appropriateness and attach it to this document.
  - Provide detailed description of exterior changes including materials, colors and dimensions
  - Proposed rehabilitation renderings and elevations
  - Current and historic photos of the building
  - Project budget including the entire project and façade project
  - Project timeline
  - General information on project financing or other such information showing feasibility of project
  - Conformance of the project with the Secretary of Interior Standards for Rehabilitation and the Deadwood Downtown Design Guidelines
- b. Acknowledgement of façade easement requirement

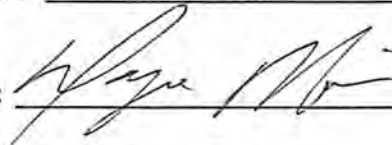
7. Certification

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: \_\_\_\_\_

Date submitted:   /  /  

Owner's signature:  \_\_\_\_\_

Date submitted: 7/13/15

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

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

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



316 VILLA DRIVE  
BOX ELDER, SD 57719  
605-923-6007

11/04/2015

Historic Preservation  
Deadwood City Hall  
102 Sherman Street  
Deadwood, SD 57732

HP Commission Agenda for 11/11/15

Historic Preservation Commission,

Please review the following requests for approval:

- 1) Joan Berner- 74 Van Buren – RW request to forgive
- 2) Tim Berg – 1 Forest- Elderly Loan

Sincerely,

Mike Walker  
Lending Director

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER, AND EMPLOYER





To be submitted to Historic Preservation Commission 11/11/2015

## Request to Forgive CONRWBRE

DATE: 11/04/2015

APPLICANT: Joan Berner

PROPERTY ADDRESS: 74 Van Buren

LOAN AMOUNT: \$36,598.00

INTEREST RATE: 0%

PAYMENT AMOUNT: 0

PURPOSE: Forgive Retaining Wall Loan that matured 9/27/2015

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

OTHER HP LOANS:

Loan #	Balance	Rate	Term	Payment	Maturity
HPRWBREN0	\$10,013.85	0%	60m	\$53.55	4/01/2016

UNDERWRITER'S REVIEW:

This loan originally matured 9/27/2015 and the inspection showed that it had required maintenance. So an extension was approved allowing the maturity date to be extended to 01/27/2016 to allow time to complete the required repairs. On 10/28/2015 the City Building Inspector completed an inspection and found that the home has been maintained as required. Now that the loan has matured, it is recommended that the loan be forgiven.

UNDERWRITER'S RECOMMENDATION:

I recommend approving this request for forgiveness.

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

To be submitted to Historic Preservation Commission 11/11/2015

## Request for Elderly Loan

DATE: 11/04/2015  
APPLICANT: Tim Berg & Kathryn Koutavas  
PROPERTY ADDRESS: 1 Forest  
LOAN AMOUNT: \$10,000 (Up to \$10,000)  
INTEREST RATE: 0%  
TERM: 120 (Forgivable)  
PAYMENT AMOUNT: \$0  
PURPOSE: Repairs including a short wall  
SECURITY: 2nd mortgage

### OTHER HP LOANS:

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

### UNDERWRITER'S REVIEW: (Owner Occupied)

16.912% LTV, 105.86% CLTV, 17.716%, DTI, 28.274% overall DTI

Borrower has average credit scores and co-borrower has excellent credit scores.

Low DTI, Reasonable CLTV for a historic property and stable income.

### UNDERWRITER'S RECOMMENDATION:

I would recommend this request to be approved based on credit history, stable income and low DTI.

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