

# Historic Preservation Commission Regular Meeting Agenda

Wednesday, February 24, 2021 at 11:53 AM

City Hall, 102 Sherman Street, Deadwood, SD 57732

---

1. **Call Meeting to Order**

2. **Roll Call**

3. **Approval of Minutes**

[a.](#) Approval of February 10, 2021 Meeting Minutes

4. **Voucher Approvals**

[a.](#) HPC Operating Voucher Approval

[b.](#) HPC Revolving Loan Voucher Approval

5. **HP Programs and Revolving Loan Program**

a. Revolving Loan Program

Masonic Lodge - 715 Main St. - Commercial life Safety Loan Request

Sylvia Trentz - 57 Lincoln - Loan Extension Request

Ron & Tate Underhill - 33 Taylor Ave. - Loan Extension Request

Ron & Tate Underhill - 33 Taylor Ave.- Special Request

[b.](#) Satisfaction of Grant, 41 Taylor Ave., Tracie Johnson

6. **Old or General Business**

a. Deadwood Chamber update on the CARES Marketing Efforts - Lee Harstad & Amanda Kille

[b.](#) Enter into contract with Albertson Engineering for professional design services for retaining walls and other structural engineering needs in an amount not to exceed \$70,000.00 to be paid from the budgeted 2021 HP Professional Services and Retaining Walls line items.

7. **New Matters Before the Deadwood Historic District Commission**

8. **New Matters Before the Deadwood Historic Preservation Commission**

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.)

[a.](#) South Dakota State Historical Society Annual History Conference - *South Dakota Icons* - will be virtual April 23-24, 2021.

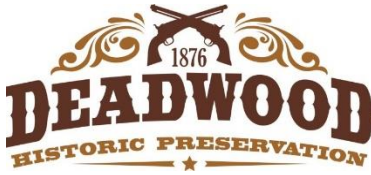
11. **Committee Reports**

(Items considered but no action will be taken at this time.)

## 12. **Adjournment**

***Note:*** 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 regularly scheduled Historic Preservation Commission Meeting.

Please practice the CDC's social distancing recommendations



## Historic Preservation Commission Minutes

Wednesday, February 10, 2021 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

### 1. Call Meeting to Order

A quorum present, Chairman Berg called the Deadwood Historic Preservation Commission meeting to order on February 10, 2021 at 5:00 p.m.

### 2. Roll Call

PRESENT

HP Commission Chair Dale Berg  
 HP Commission Vice Chair Bev Posey  
 HP Commission 2nd Vice Chair Robin Carmody  
 HP Commissioner Leo Diede  
 HP Commissioner Trevor Santochi  
 HP Commissioner Jill Weber  
 HP Commissioner Tony Williams

STAFF PRESENT:

Kevin Kuchenbecker, Historic Preservation Officer  
 Cindy Schneringer, Administrative Assistant  
 Mike Waker, NeighborWorks Director  
 Charlie Struble, City Commissioner

### 3. Approval of Minutes

- a. Minutes of the January 27, 2021 Meeting

***It was moved by Commissioner Diede and seconded by Commissioner Weber to approve the HPC Minutes of January 27, 2021. Voting Yea: Berg, Posey, Carmody, Diede, Santochi, Weber, Williams***

### 4. Voucher Approvals

- a. HPC Operating Vouchers Approval

HPC Operating 2020

***It was moved by Commissioner Weber and seconded by Commissioner Posey to approve the 2020 Operating Vouchers in the amount of \$63,685.71. Voting Yea: Berg, Posey, Carmody, Diede, Santochi, Weber, Williams***

HPC Operating 2021

***It was moved by Commissioner Weber and seconded by Commissioner Santochi to approve the 2021 Operating Vouchers in the amount of***

***\$3,981.05. Voting Yea: Berg, Posey, Carmody, Diede, Santochi, Weber, Williams***

b. HPC Revolving Loan Vouchers

HPC Revolving Loan Vouchers 2020

***It was moved by Commissioner Posey and seconded by Commissioner Weber to approve the 2020 Revolving Loan Vouchers in the amount of \$8,586.60. Voting Yea: Berg, Posey, Carmody, Diede, Santochi, Weber, Williams***

HPC Revolving Loan Vouchers 2021

***It was moved by Commissioner Posey and seconded by Commissioner Diede to approve the 2021 Revolving Loan Vouchers in the amount of \$9,498.37. Voting Yea: Berg, Posey, Carmody, Diede, Santochi, Weber, Williams***

**5. HP Programs and Revolving Loan Program**

a. Revolving Loan Program

Todd & Jill Weber, 562 Williams, Life Safety Loan Request

James & Christine Mikla, 30 Adams, Loan Subordination Request

*Commissioner Weber recused herself from the meeting*

***It was moved by Commissioner Posey and seconded by Commissioner Diede to approve the revolving loan requests for Todd & Jill Weber, 562 Williams, Life Safety Loan Request, James & Christine Mikla, 30 Adams, Loan Subordination Request. Voting Yea: Berg, Posey, Carmody, Diede, Santochi, Williams***

*Commissioner Weber returned to the meeting.*

**6. Old or General Business**

a. Permission to hire Jaci Pearson to conduct 10 Oral Histories for 2021 at a cost not to exceed \$6,750

Mr. Kuchenbecker reported since 1992, through the efforts of the Deadwood Historic Preservation Office the Oral History Project has interviewed over 172 individuals. A list of the individuals and the topics are included in the packet. Jaci Pearson has been doing the oral histories for the past 3 years. Staff would like to enter into a contract with Jaci Pearson for 10 oral history interviews in an amount not to exceed \$6,750.00 to be paid out of the 2021 Archives line item budget.

***It was moved by Commissioner Posey and seconded by Commissioner Weber to recommend to City Commission to enter into a contract with Jaci Pearson for 10 oral history interviews as part of the 2021 Oral History Program in an amount not to exceed \$6,750.00 to be paid from the 2021 Archives line item budget. Voting Yea: Berg, Posey, Carmody, Diede, Santochi, Weber, Williams***

- b. Outside of Deadwood Grant - Midland Pioneer Museum - 3-Month Extension Request for door project

Mr. Kuchenbecker reported Midland Pioneer Museum received \$10,000 in 2019 for windows and later received permission to transfer the use of funds to the doors portion of this rehabilitation. Due to issues with COVID-19 and the contractor having hip replacement surgery, they are asking for a three month extension until April 8, 2021. The Projects Committee reviewed this request and recommended granting the extension.

***It was moved by Commissioner Diede and seconded by Commissioner Posey to approve reconstructing the doors using wood material and match the original design of the doors in the Chicago & North Western Depot and to extend the grant for three months which will expire on April 8, 2021. Voting Yea: Berg, Posey, Carmody, Diede, Santochi, Weber, Williams***

## **7. New Matters Before the Deadwood Historic Preservation Commission**

- a. PA210011 - Erica & Ryan Bussiere - 45 Burnham - Replace Windows

Mr. Kuchenbecker reported this is a contributing structure located in the Highland Park Planning Unit circa 1895. The applicants submitted an application for project approval to replace six windows in December of 2020. The request was denied due to the brick molding design being submitted. The applicant is resubmitting their request with the same brand of window along with how to eliminate the brick molding. Ray Rice from Renewal by Anderson presented the product with plans to show how they will install the product without the brick molding. After further evidence provided in the meeting, staff gave its opinion that the proposed work does not encroach upon, or further damage or destroy a historic resource nor have an additional adverse effect on the character of the building or 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 Commissioner Santochi and seconded by Commissioner Posey to approve the request to install six windows by Renewal by Anderson without the brick molding but with a 5/4 x 4" exterior casing. Voting Yea: Berg, Posey, Carmody, Santochi, Weber, Williams. Voting Nay: Diede***

## **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.)

Mr. Kuchenbecker reported staff has been working on updating the website. The new Municode Meetings is going well. We are working closely with the Finance Office getting them on board for City Commission meetings.

Staff had a conference call with National Parks Service and the State Historic Preservation Office for the Main Street Master Plan. The next meeting is scheduled for February 24, 2021 at 4:00 p.m. and will be a joint meeting with the City Commission,

Historic Preservation Commission and Planning and Zoning Commission. This will be a Zoom meeting with the design team to bring us up to date on where they are in regards to the Main Street Master Plan since the public hearings last spring.

The State Office will be here tomorrow to do a walk through on a couple of projects including Deadwood Dick's.

a. Archives Monthly Report from Mike Runge

Mr. Kuchenbecker reported this is Mike's report from November through December. He has been working on collections management and a variety of projects. He now has all of the mayor's on the website along with their bios. He recently presented at the Hot Springs Conference.

**10. Committee Reports**

(Items considered but no action will be taken at this time.)

**11. Adjournment**

The Historic Preservation Meeting adjourned at 5:28 p.m.

ATTEST:

---

Chairman, Historic Preservation Commission

*Minutes by Cindy Schneringer, Historic Preservation Office/Recording Secretary*

# Historic Preservation Commission

## Bill List - 2021

OPERATING ACCOUNT: Historic Preservation	
<b>HP Operating Account Total:</b>	<b>\$ 6,555.08</b>

Approved by \_\_\_\_\_ on \_\_\_\_/\_\_\_\_/\_\_\_\_  
HP Chairperson

HPC	02/24/21
Batch	03/02/21

2/24/2021 11:47 AM  
 PACKET: 05309 03/02/21 - HP OPERATNG -  
 VENDOR SET: 01 CITY OF DEADWOOD  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

Section 4 Item a.

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0186		ALPINE IMPRESSIONS				
I-18881		HP LOGO ON 10 EASEL BAGS	195.00			
3/02/2021	FNBAP	DUE: 3/02/2021 DISC: 3/02/2021		1099: N		
		HP LOGO ON 10 EASEL BAGS		215 4641-426	SUPPLIES	195.00
		=== VENDOR TOTALS ===	195.00			
01-0314		CENTURY BUSINESS PRODUCTS, INC				
I-554433		HP/PZ CONTRACT 1/9/21-2/8/21	365.48			
3/02/2021	FNBAP	DUE: 3/02/2021 DISC: 3/02/2021		1099: N		
		HP/PZ CONTRACT 1/9/21-2/8/21		215 4641-428	UTILITIES	121.83
		HP/PZ CONTRACT 1/9/21-2/8/21		101 4640-428	UTILITIES	121.83
		HP/PZ CONTRACT 1/9/21-2/8/21		101 4310-426	SUPPLIES	121.82
		=== VENDOR TOTALS ===	365.48			
01-1557		DEMCO, INC.				
I-6908927		LABEL PROTECTORS - ARCHIVES	40.53			
3/02/2021	FNBAP	DUE: 3/02/2021 DISC: 3/02/2021		1099: N		
		LABEL PROTECTORS - ARCHIVES		215 4573-335	HIST. INTERP. ARCHIVE DE	40.53
		=== VENDOR TOTALS ===	40.53			
01-2916		FALL RIVER COUNTY HISTORICAL S				
I-022321		2020 OUTSIDE GRANT ROUND 1	5,000.00			
3/02/2021	FNBAP	DUE: 3/02/2021 DISC: 3/02/2021		1099: N		
		2020 OUTSIDE GRANT ROUND 1		215 4575-520	GRANT/LOAN PROJECTS OUTS	5,000.00
		=== VENDOR TOTALS ===	5,000.00			
01-2597		MORSE, MARCIA E.				
I-012621		20 WASHINGTON MORTGAGE EXPENS	35.45			
3/02/2021	FNBAP	DUE: 3/02/2021 DISC: 3/02/2021		1099: N		
		20 WASHINGTON MORTGAGE EXPENSE		215 4575-505-01	20 WASHINGTON LOAN EXPEN	35.45
		=== VENDOR TOTALS ===	35.45			
01-3060		QUIK SIGNS				
I-32412		9 - BOULEVARD BANNERS - HP	857.25			
3/02/2021	FNBAP	DUE: 3/02/2021 DISC: 3/02/2021		1099: N		
		9 - BOULEVARD BANNERS - HP		215 4572-235	VISITOR MGMT ADVOCATE	857.25
		=== VENDOR TOTALS ===	857.25			

2/24/2021 11:47 AM

A/P Regular Open Item Register

PACKET: 05309 03/02/21 - HP OPERATNG -  
VENDOR SET: 01 CITY OF DEADWOOD  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

Section 4 Item a.

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-1725	QUILL CORPORATION					
-----						
I-14512010		DUSTER/CLIP BRD/5X8 PADS - HP	18.96			
3/02/2021	FNBAP	DUE: 3/02/2021 DISC: 3/02/2021		1099: N		
		DUSTER/CLIP BRD/5X8 PADS - HP		215 4641-426	SUPPLIES	18.96
=== VENDOR TOTALS ===			18.96			
=====						
01-0451	RUNGE, MIKE					
-----						
I-021921		REIMBURSE HIST POSTCARDS-ARCH	42.41			
3/02/2021	FNBAP	DUE: 3/02/2021 DISC: 3/02/2021		1099: N		
		REIMBURSEMENT POSTCARDS-ARCH		215 4573-335	HIST. INTERP. ARCHIVE DE	42.41
=== VENDOR TOTALS ===			42.41			
=== PACKET TOTALS ===			6,555.08			

2/24/2021 11:47 AM  
PACKET: 05309 03/02/21 - HP OPERATNG -  
VENDOR SET: 01 CITY OF DEADWOOD  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

Section 4 Item a.

\*\* T O T A L S \*\*

INVOICE TOTALS	6,555.08
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

---

BATCH TOTALS	6,555.08
--------------	----------

---

\*\* G/L ACCOUNT TOTALS \*\*

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
					ANNUAL	BUDGET	OVER	ANNUAL	BUDGET	OVER
					BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG
2021		101-2020	ACCOUNTS PAYABLE	243.65-*						
		101-4310-426	SUPPLIES	121.82	135,000	82,229.14				
		101-4640-428	UTILITIES	121.83	3,000	2,706.39				
		215-2020	ACCOUNTS PAYABLE	6,311.43-*						
		215-4572-235	VISITOR MGMT ADVOCATE	857.25	197,500	181,622.75		732,500	581,256.54	
		215-4573-335	HIST. INTERP. ARCHIVE DE	82.94	48,545	42,201.10				
		215-4575-505-01	20 WASHINGTON LOAN EXPEN	35.45	0	35.45-	Y			
		215-4575-520	GRANT/LOAN PROJECTS OUTS	5,000.00	100,000	95,000.00				
		215-4641-426	SUPPLIES	213.96	15,000	13,748.56				
		215-4641-428	UTILITIES	121.83	10,000	8,905.31				
		999-1301	DUE FROM FUND 101	243.65 *						
		999-1306	DUE FROM FUND 215	6,311.43 *						
			** 2021 YEAR TOTALS	6,555.08						

2/24/2021 11:47 AM  
PACKET: 05309 03/02/21 - HP OPERATING -  
VENDOR SET: 01 CITY OF DEADWOOD  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

Section 4 Item a.

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
101	3/2021	243.65
215	3/2021	6,311.43

NO ERRORS

NO WARNINGS

\*\* END OF REPORT \*\*

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

2/24/2021 12:09 PM  
 PACKET: 05315 03/02/21 HP REVOLVING BA  
 VENDOR SET: 01 CITY OF DEADWOOD  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

Section 4 Item b.

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-1333			DEADWOOD ELECTRIC				
I-22354	3/02/2021	FNBAP	RW 30 ADAMS MIKLA DUE: 3/02/2021 DISC: 3/02/2021 RW 30 ADAMS MIKLA	3,102.14	1099: Y 216 1310	DUE FROM OTHER FUNDS	3,102.14
=== VENDOR TOTALS ===				3,102.14			
01-1496			LAWRENCE CO. REGISTER OF DEEDS				
I-021821	3/02/2021	FNBAP	REC FEE 14 HARRISON GUILBERT DUE: 3/02/2021 DISC: 3/02/2021 REC FEE 14 HARRISON GUILBERT	30.00	1099: N 216 4653-960	CLOSING CO	30.00
=== VENDOR TOTALS ===				30.00			
01-1496			LAWRENCE CO. REGISTER OF DEEDS				
I-021821-2	3/02/2021	FNBAP	REC FEE 562 WILLIAMS WEBER DUE: 3/02/2021 DISC: 3/02/2021 REC FEE 562 WILLIAMS WEBER	30.00	1099: N 216 4653-960	CLOSING CO	30.00
=== VENDOR TOTALS ===				30.00			
=== PACKET TOTALS ===				3,162.14			

2/24/2021 12:09 PM  
PACKET: 05315 03/02/21 HP REVOLVING BA  
VENDOR SET: 01 CITY OF DEADWOOD  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

Section 4 Item b.

\*\* T O T A L S \*\*

INVOICE TOTALS	3,162.14
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

---

BATCH TOTALS	3,162.14
--------------	----------

---

\*\* G/L ACCOUNT TOTALS \*\*

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
					ANNUAL	BUDGET	OVER	ANNUAL	BUDGET	OVER
					BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG
	2021	216-1310	DUE FROM OTHER FUNDS	3,102.14						
		216-2020	ACCOUNTS PAYABLE	3,162.14-*						
		216-4653-960	CLOSING CO	60.00	2,500			1,829.52		
		999-1307	DUE FROM FUND 216	3,162.14 *						
			** 2021 YEAR TOTALS	3,162.14						

2/24/2021 12:09 PM  
PACKET: 05315 03/02/21 HP REVOLVING BA  
VENDOR SET: 01 CITY OF DEADWOOD  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

Section 4 Item b.

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
216	3/2021	3,162.14

NO ERRORS                      NO WARNINGS

\*\* END OF REPORT \*\*

TOTAL ERRORS:    0    TOTAL WARNINGS:    0

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

## MEMORANDUM

---

**Date:** February 19, 2021  
**To:** Deadwood Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Tracie Johnson, 41 Taylor Avenue, Satisfaction of Grant

---

Tracie Johnson, 41 Taylor Avenue, has participated in the Foundation, Siding and Wood Windows and Doors Programs. The applicant has sold the property and the title company is requesting a Satisfaction of Grants.

A Satisfaction of Grant form has been prepared and the Loan Committee reviewed this issue at their February 16, 2021 meeting and recommends approval.

**Recommend Motion:** *Move to approve a Satisfaction of Grant form for Tracie Johnson, 41 Taylor Avenue.*

*Prepared by:  
City of Deadwood  
Historic Preservation Office  
108 Sherman St.  
Deadwood, SD 57732  
605-578-2082*

## **SATISFACTION OF GRANT – STATE FORM**

Deadwood Historic Preservation Commission of Deadwood, State of South Dakota, HEREBY CERTIFIES, that a certain GRANT, bearing date of the 27th, day of June, 2018, executed by Tracie Johnson to Deadwood Historic Preservation Commission of Deadwood upon the following real property situated in the County of LAWRENCE in the State of South Dakota, to-wit:

**Lot 6A, Block 45, being a portion of Lots 6 and 7, Block 45 of P.L. Rogers Map and a portion of Lots 8 and 9 of Block C of Hymers Addition, all being located in Section 23, T5N, R3E, B.H.M. City of Deadwood, Lawrence County, South Dakota, according to the plat recorded as Document No. 2001-00004.**

And recorded in the office of the Register of Deeds of said Lawrence County, South Dakota, Doc No. 2018-03144 on the 5th day of July, 2018, with the indebtedness thereby secured, fully paid, satisfied and discharged.

The Grantee shall continue to maintain above referenced property to the Minimum Maintenance Standards as adopted by the City of Deadwood and grantee shall allow the Deadwood Building Inspector and Historic Preservation Officer inspection of above referenced property within reasonable notice and

The grantee agrees to not demolish, move or allow above referenced property to deteriorate to a point of demolition by neglect. Grantor has the right to deny any request to demolish or move the above referenced property and shall enforce any possible actions for the grantee's neglect of the property.

Dated this 24th day of February, 2021.

Deadwood Historic Preservation Commission

\_\_\_\_\_  
Dale Berg-Deadwood Historic Preservation Chairman

State of South Dakota)  
County of Lawrence ) ss.

On this the 24th day of February, 2021 before me, the undersigned officer,  
personally appeared Dale Berg-Deadwood Historic Preservation Chairman, 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 purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Title of Officer

Date commission expires\_\_\_\_\_

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:** February 19, 2021  
**To:** Deadwood Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Albertson Engineering – Professional Services

---

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

These services provide tremendous assistance and direction to the program. A few years ago the City Commission requested this office to issue a RFP to review other possible providers. This was completed and Albertson Engineering was chosen as the top firm to meet our needs. Staff will plan on issuing a new RFP in the fall-winter of 2021 to ensure fair and equitable services are provided to the city.

Staff is requesting consideration to enter into a contract with Albertson Engineering to continue with the necessary engineering services to protect the City of Deadwood, the Deadwood Historic Preservation Office and Albertson Engineering.

Staff is once again recommending approval of a contract for 2021 with Albertson Engineering for professional services for the retaining wall program in an amount not to exceed \$70,000.00. This would also include other professional services necessary to reconstruct the walls such as geotechnical engineering or civil engineering. The engineering and associated design costs are part of the annual line-item budget for the retaining wall program.

**Recommend Motion:** *Recommend to the City Commission to sign a contract for 2021 with Albertson Engineering for professional services for the retaining wall program and other structural engineering projects in an amount not to exceed \$70,000.00 from the HP Professional Services budget.*


**Albertson Engineering Inc.**

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

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

February 17, 2021

*Structural Engineer (SER):*

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

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

Project Name: Retaining Wall Replacement/Repair Open End Contract  
Project Location: Deadwood, South Dakota  
SER Project #: 2021-098

**PROJECT DESCRIPTION**

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

**SCOPE OF SERVICES**

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

**ENGINEERING CHARGES**

Compensation for our services shall be:

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

The SER's current standard hourly rate schedule is:

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

BIM Technician II	\$105/hr
BIM Technician I	\$85/hr
Engineering Intern	\$70/hr
Clerical	\$50/hr

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

### REIMBURSABLE EXPENSES

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


### ADDITIONAL PROVISIONS

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

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

### AUTHORIZED ACCEPTANCE

by Structural Engineer  
of Record (SER)

  
\_\_\_\_\_  
Signature

Mike Albertson, President  
\_\_\_\_\_  
Print Name and Title

2/17/2021  
\_\_\_\_\_  
Date

by Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

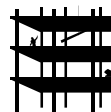


**Albertson Engineering Inc.**

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

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

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



**Albertson Engineering Inc.**

## EXHIBIT A — Summary of Services

This is an exhibit attached to and made a part of the letter of agreement dated February 17, 2021 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

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

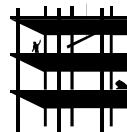
Basic Services	Included	Not Included	Remarks
<b>PROJECT DEVELOPMENT PHASE</b>			
1. Define Scope of Structural Services	X		
2. Assist in Development of Schedule	X		
3. Assist in Determining Channels of Communication	X		
4. Assist in Determining Number of Meetings and Number of Site Visits			
<b>CONTRACT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

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

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

## ADDITIONAL SERVICES

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



**Albertson Engineering Inc.**

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

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

## EXHIBIT B - Terms and Conditions

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

### Section I - General

#### 1.1 This Agreement

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

#### 1.2 General Obligations of the SER and the Owner

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

- 1.2.5 The SER shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project.

- 1.2.6 The Owner shall provide to the SER reports of geotechnical investigations, property surveys, and other reports and data requested, if available, as well as any previous reports or other data relative to the Project.

### 1.3 Definitions

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

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

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

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

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

Prepare construction observation reports.

## Section 2 - Basic Services

### 2.1 General

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

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

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

2.1.4 Submittal Review:

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

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

2.1.5 Construction Observation:

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

## Section 3 - Additional Services

### 3.1 General

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

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

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

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

Examples include, but are not limited to:

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

## Section 4 - Fees and Payments

### 4.1 Fees and Other Compensation

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

### 4.2 Payments on Account

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

### 4.3 Late Payments

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

## Section 5 - Insurance, Indemnifications & Risk Allocation

### 5.1 Insurance

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

this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.

## 5.2 Indemnifications

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

## Section 6 - Miscellaneous Provisions

### 6.1 Reuse of Documents

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

### 6.2 Opinion of Probable Construction Costs

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

### 6.3 Hidden Conditions

- 6.3.1 A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the SER shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with

### 6.4 Termination, Successors and Assigns

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

### 6.5 Disputes Resolution

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



## South Dakota Icons

South Dakota State Historical Society History Conference  
April 23-24, 2021 | Pierre, South Dakota

### REGISTRATION FORM

Name \_\_\_\_\_ Affiliation \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_ Email (req) \_\_\_\_\_

**FULL REGISTRATION:** Includes all presentations

**South Dakota State Historical Society Members:**

Registration # of Attendees \_\_\_\_\_ X \$10.00 = \$ \_\_\_\_\_

**Non-Members:**

Registration by March 31 # of Attendees \_\_\_\_\_ X \$25.00 = \$ \_\_\_\_\_

**EDUCATORS:** # of Attendees \_\_\_\_\_ X \$0.00 = \$ \_\_\_\_\_

**Continuing Ed Contact Hours:** This is required for teachers who wish to receive contact hours for attending.

**MAKE CHECKS TO:** South Dakota Historical Society Foundation

**RETURN FORM TO:** 2021 History Conference  
 South Dakota State Historical Society  
 900 Governors Dr.  
 Pierre SD 57501-2217

**Cancellation Policy:** Cancellations made after April 19 will not be refunded.  
 All Refunds will be processed after May 2<sup>nd</sup>

**To register online and for additional  
 information please visit:  
<https://history.sd.gov>**

## 2021 Conference Information

The theme of this year's conference, *South Dakota Icons*, will share South Dakota stories on topics such as a Custer State Park and artists in South Dakota to stories about the Crazy Horse Memorial and its continued development.

The South Dakota State Historical Society is a statewide organization which provides tools for defining our diverse cultural identities and understanding our past. Our mission is to promote, nurture and sustain the historical and cultural heritage of South Dakota. We strive to do this in a number of ways, such as making the past available for the life-long education and enrichment of all. The annual history conference is one avenue toward life-long learning.

The conference typically draws between 100 - 150 history lovers from across the state and surrounding region, including state and local historians, educators, and students. We also draw non-historians who are attracted to the subject matter.

Due to the global pandemic related to Covid-19, the 2021 History Conference will be held virtually to protect the health of both our audience and our speakers. This year, you can enjoy sessions from the comfort of your home or office and help us spread the word about the remarkable history and heritage of South Dakota.

### **Below is information which you may find helpful.**

- Members of the South Dakota State Historical Society save \$15 on their registration fee.
- Teachers can receive up to one renewal credit or XX contact hours without a fee.
- There will be no vendors or sponsors this year, but the Dakota Digital Network is providing technical assistance to the Historical Society for the Conference.
- Attendees will need to have the Zoom app or Zoom capabilities in order to join the Conference
- Attendees will be able to ask questions of the presenters through the Chat rooms set up for each session

## **Draft 2021 Conference Schedule**

### **Friday, April 23:**

Registration 8:00-5:00

Opening Remarks, 8:30 - 8:40

Conference Overview, 8:45 – 8:55

Session 1, 9:00 – 9:50

Session 2, 10:00 – 10:50

Session 3, 11:00 – 11:50

Break

Session 4, 12:30 – 1:20

Session 5, 1:30 – 2:20

Session 6, 2:30 – 3:20

Session 7, 3:30 – 4:20

### **Saturday, April 24**

Registration, 8:00 – 2:00

Moderator Announcements 8:50 – 8:55

Session 8, 9:00 – 9:50

Session 9, 10:00 – 10:50

Session 10, 11:00 – 11:50

Awards Ceremony Video 12:15 – 12:45

Session 11, 1:00 – 1:50

Session 12, 2:00 – 2:50

Concluding Remarks, 3:00 – 3:10