

Historic Preservation Commission Agenda

Wednesday, May 14, 2025 at 4:00 PM

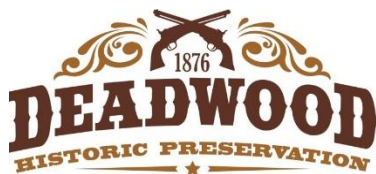
City Hall, 102 Sherman Street, Deadwood, SD 57732

1. **Call Meeting to Order**
2. **Roll Call**
3. **Approval of Minutes**
 - a. Minutes of 4/23/25 meeting
4. **Voucher Approvals**
 - a. HP Operating Vouchers
 - b. HP Grant Vouchers
 - c. HP Revolving Vouchers
5. **HP Programs and Revolving Loan Program**
 - a. Revolving Loan Requests
 - Lori & David Wilkinson - 67 Terrace St. - Foundation Loan Request
 - Pamela Massa - 15 Washington - Preservation Loan Request
6. **Old or General Business**
 - a. Deadwood History Inc. Annual Report and update - Jim Williams, Executive Director
 - b. Permission to contract with Stone Land Services in the amount of up to \$15,000.00 for the ongoing creation of a database of title research for ownership early Deadwood properties within the core district of the National Historic Landmark. (Budgeted 2025 project)
 - c. Request to consider adding Deadwood Days of '76 Inc to the Not-for-Profit Grant's qualifying list for ownership of contributing cabin built by the Juso Bros.
 - d. Approve grant application from Broken Boot Gold Mine for a Not-for-Profit Grant in the amount of \$25,463.64 for repairs to exit tunnel of mine.
 - e. Approve Not-for-profit grant request from Days of '76 Inc. for log staining, repairs and replacement in the amount of \$16,710.00.
7. **New Matters Before the Deadwood Historic District Commission**
8. **New Matters Before the Deadwood Historic Preservation Commission**
 - a. PA 250068 - James Lee - 23 McKinley - Replace picture window
 - b. PA 250069 - 39 Centennial - James Buttke - Remove upper porch rail to replace with smaller railed porch
 - c. PA 250070 - Ben & Sheri Greenlee - 52 Van Buren - Replace siding due to mold
 - d. PA 250071 - 846 Main St. - Sunnyside Condos - Exterior Repairs

[e.](#) PA 250053 - Annie Tice-Poseley - 12 Dakota - Replace Windows/Doors/Siding
Repair/Construct an Addition

9. **Items from Citizens not on Agenda**
(Items considered but no action will be taken at this time.)
10. **Staff Report**
(Items considered but no action will be taken at this time.)
11. **Committee Reports**
(Items 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.



Historic Preservation Commission Minutes

Wednesday, April 23, 2025, at 4:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

1. Call Meeting to Order

A quorum present, Commission Chair Diede called the Deadwood Historic Preservation Commission meeting to order on April 23, 2025, at 4:00 p.m.

2. Roll Call

PRESENT

HP Commission Chair Leo Diede

HP Commission Vice Chair Vicki Dar

HP Commissioner 2nd Vice Chair Trevor Santochi

HP Commissioner Tony Williams

HP Commissioner Molly Brown

HP Commissioner Anita Knipper

ABSENT:

City Commissioner Blake Joseph

HP Commissioner Jesse Allen

STAFF PRESENT

Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer

Bonny Anfinson, Historic Preservation Coordinator

Susan Trucano, Neighborworks

3. Approval of Minutes

a. HP Meeting Minutes 04/09/25

It was motioned by Commissioner Dar and seconded by Commissioner Knipper to approve minutes of the April 9, 2025, meeting. Voting Yea: Santochi, Diede, Williams, Dar, Knipper, Brown.

4. Voucher Approvals

a. HP Operating Vouchers

It was motioned by Commissioner Williams and seconded by Commissioner Santochi to approve HP Operating Vouchers in the amount of \$17,603.90. Voting Yea: Santochi, Diede, Williams, Dar, Knipper, Brown.

b. HP Revolving Vouchers

It was motioned by Commissioner Brown and seconded by Commissioner Williams to approve HP Revolving Vouchers in the amount of \$120.00. Voting Yea: Santochi, Diede, Williams, Dar, Knipper, Brown.

5. HP Programs and Revolving Loan Program

a. Historic Preservation Program Application
Pamela Massa – 15 Washington

It was moved by Commissioner Santochi and seconded by Commissioner Brown to accept Pamela Massa, 15 Washington into the Elderly Resident program. Voting Yea: Santochi, Diede, Williams, Dar, Knipper, Brown.

6. Old or General Business

- a. Presentation of the 2025 Deadwood Historic Preservation Commission Scholarship Recipients to the following Lead-Deadwood High School Seniors

Commissioner Diede presented certificates to the 2025 Deadwood Historic Preservation Commission Scholarship recipients to Cruz Mollman, \$500 scholarship, Connor Harrison, \$1,000 scholarship and Jonas Runge, \$1,000 scholarship. Jerzie Artz was unable to attend.
- b. Recommendation to renew grant software subscription with Foundant Technologies

Mr. Kuchenbecker stated the City of Deadwood entered into an agreement with Foundant Technologies in June 2017 for use of the web-based grant program for all of the Historic Preservation grants. This program has been very successful in keeping track of all the grant recipients and providing reports for meetings, budgets and grant numbers. The software license is renewed every two years. The current subscription is up in June 2025 and therefore the license subscription will need to be renewed. The subscription will total \$11,880.00 with \$5,940.00 being paid each year. This will be for June 26, 2025 to June 26, 2027. Funds will be paid out of the Professional Services Revolving Loan line item. Staff is recommending to the Historic Preservation Commission to approve the purchase of a two-year licensing subscription from Foundant Technologies in the amount of \$11,880.00 with half being paid in 2025 and the other half in 2026. The funds will come out of the Professional Services Revolving Loan line item. ***It was moved by Commissioner Brown and seconded by Commissioner Williams to recommend to the City Commission to enter into an agreement with Foundant Technologies for a two-year licensing subscription for services in the amount \$11,880.00 with half (\$5,940.00) being paid in 2025 and the other half (\$5,940.00) in 2026 to come out of the Professional Services Revolving Loan line item. Voting Yea: Santochi, Diede, Williams, Dar, Knipper, Brown.***
- c. Award First Baptist Church a Not-For-Profit Grant in the amount of \$26,787.35 per submitted application

Mr. Kuchenbecker stated the First Baptist Church has submitted a Not-for-Profit grant to replace inappropriate storm windows with wood storm windows. The total cost of this project is \$29,780.00. This request is for \$26,000.00. Per the Deadwood Not-For-Profit Grant Policy Guidelines, qualified organizations may be eligible for a grant of up to \$10,000 per year not to exceed \$50,000 in a five-year period. Per these guidelines they have \$26,787.35 available. The applicant and project qualify under the current guidelines as set forth in the adopted application from the Deadwood Historic Preservation Commission. The Projects Committee reviewed this request and recommended approving the grant request to the First Baptist Church in the amount they have available, \$26,787.35 for installing new storm windows. ***It was moved by Commissioner Dar and seconded by Commissioner Santochi to recommend to the City Commission to approve the Not-For-Profit grant to the First Baptist Church in the amount of \$26,787.35 for***

installing new wood storm windows as requested. Voting Yea: Santochi, Diede, Williams, Dar, Knipper, Brown.

7. New Matters Before the Deadwood Historic District Commission

- a. COA 250054 - First Baptist Church - 110 Sherman Street - Replace Storm Windows

Mr. Kuchenbecker stated the applicant has submitted an application for Certificate of Appropriateness for work at 110 Sherman Street, Deadwood SD 57732, a contributing structure located in the original town of Deadwood. The applicant is requesting permission to remove existing aluminum storm window frames, repair any damaged wood on original window frames, prime and paint frames, paint new storm frames, install new storm windows and seal edges. Only replace storms on main level, not replacing anything on basement level. The applicant has also applied for the Not-for-Profit Grant for this project. The proposed work and changes do not encroach upon, damage, or destroy a historic resource or have an adverse effect on the character of the building or the historic character of the State and National Register Historic Districts or the Deadwood National Historic Landmark District. ***It was moved by Commissioner Santochi and seconded by Commission Dar 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. Voting Yea: Santochi, Diede, Williams, Dar, Knipper, Brown.***

8. New Matters Before the Deadwood Historic Preservation Commission

- a. PA 250044 - Dale & Susan Berg - 874 Main - Repairs to large structure – Continued from April 9, 2025 meeting

Mr. Kuchenbecker stated this is a continuation from the last meeting, where he submitted a set of plans for the existing building. Since that time the building has been removed. The applicant has submitted conceptual drawings, we do not have the final drawings. They were supposed to be submitted last Friday and we haven't heard from him this week. The conceptual design bases its design from a Victorian carriage house. It is staffs opinion it is more compatible than the previous structure. However, scaled drawings have not been submitted to determine the full height and elevations of the structure. Since the commission does not have a full set of plans, discussion was held around the proposed concept. The commission provided staff some direction to share with Mr. Berg. Commissioner Santochi stated he is concerned about the length. It will be 53 feet long. The new roof line will be higher than the old structure. It will be seen from the street. I like the front and roof line but I don't like the length of the structure. Commissioner Knipper stated she doesn't see it as a big issue. It does sit at the back on his property. A lot of it will be behind the house from the street view. It will look better than what was previously there. It is less of an eye sour than having something parked up there in full view. Commissioner Santochi stated if he moves, the RV will go away but the structure would not. Commissioner Diede asked what the length of the previous structure was. Mr. Kuchenbecker stated he thinks this is going in the right direction. There is a concern about the height until we get scaled drawings. Staff recommendation would be to continue this request until detailed, scaled drawings

are submitted. Staff would like to provide the applicant feedback based on the Commission's comments. Commissioner Williams and Brown expressed concerns of this becoming a second dwelling. Commissioners Santochi and Williams stressed the structure is too big. Commissioner Knipper questioned the issue of height. Mr. Kuchenbecker stated he feels he has enough feedback.

It was moved by Commissioner Santochi and seconded by Commissioner Brown to continue this item to the next Historic Preservation Commission meeting. Voting Yea: Santochi, Diede, Williams, Dar, Knipper, Brown.

- b. PA 250052 – Lori Wilkinson – 67 Terrace – Repair Foundation

Mr. Kuchenbecker stated the applicant has submitted an application for Project Approval for work at 67 Terrace, a contributing structure located in the Cleveland Planning Unit. The applicant is requesting permission to repair the historic foundation per the attached quote. The proposed work and changes do not encroach upon, damage, or destroy a historic resource or have an adverse effect on the character of the building or the historic character of the State and National Register Historic Districts or the Deadwood National Historic Landmark District. ***It was motioned by Commissioner Knipper and seconded by Commissioner Brown based upon all the evidence presented, I find that this project does not encroach upon, damage, or destroy any historic property included in the National Register of Historic Places or the State Register of Historic Places, and therefore move to grant a project approval. Voting Yea: Santochi, Diede, Williams, Dar, Knipper, Brown.***

9. **Items from Citizens not on Agenda**

10. **Staff Report**

Mr. Kuchenbecker gave an update on the Emergency Outside of Deadwood Grant request for FlatIron in Hot Springs.

The Fassbender Spring Newsletter was included in your packet.

The State Historic Preservation Board of Trustees meeting is scheduled for May 7, 2025, 1:30 p.m. at the Days Museum. This meeting might get moved to City Hall, Century Room. Staff will let you know.

11. **Committee Reports**

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

Commissioner Dar – Hops and Hogs is coming up. There are 300 tickets, 50 VIP tickets

Commissioner Santochi – The Trails Committee will be spot lighting the Farmer's Market.

12. **Adjournment**

The HP Commission meeting adjourned at 4:26 p.m.

ATTEST:

Chairman, Historic Preservation Commission

Minutes by Bonny Anfinson, Historic Preservation Coordinator

Historic Preservation Commission

Bill List - 2025

OPERATING ACCOUNT: Historic Preservation	
HP Operating Account Total:	\$ 154,362.09

Approved by _____ on ____/____/____
HP Chairperson

HPC	05/14/25
Batch	05/20/25

PACKET: 07051 05/20/25 HP OPERATING - C

VENDOR SET: 01 CITY OF DEADWOOD

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISC
=====						
01-0776		ALBERTSON ENGINEERING, INC.				
I-21851		HARRISON RETAINING WALL	657.40			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		HARRISON RETAINING WALL		215 4576-600	PROFES. SERV. CURRENT EX	
I-21853		TAYLOR STREET, SIDEWALK & WAL	2,463.85			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		TAYLOR STREET, SIDEWALK & WALL		215 4576-600	PROFES. SERV. CURRENT EX	
I-21855		MCGOVERN HILL RETAINING WALL	3,300.00			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		MCGOVERN HILL RETAINING WALL		215 4576-600	PROFES. SERV. CURRENT EX	
=== VENDOR TOTALS ===			6,421.25			
=====						
01-3373		AMAZON WEB SERVICES				
I-1QN9-M7XQ-GH1P		SUPPLIES/HP&ZONING	471.37			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		SUPPLIES/HP&ZONING		215 4641-426	SUPPLIES	
=== VENDOR TOTALS ===			471.37			
=====						
01-2390		THE ARCHAEOLOGICAL CONSERVANCY				
I-051325		2025 MEMBERSHIP RENEWAL	30.00			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		2025 MEMBERSHIP RENEWAL		215 4573-325	HIST. INTERP. DUES AND S	
=== VENDOR TOTALS ===			30.00			
=====						
01-5052		AVID4 ENGINEERING				
I-23-123.21		UTILITY UPDATES AND IMPROVING	1,552.50			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: Y		
		UTILITY UPDATES AND IMPROVING		215 4573-340	HIST. INTERP. GIS	
I-25-107.2		PROFESSIONAL SERVICES LABOR	1,980.00			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: Y		
		PROFESSIONAL SERVICES LABOR		215 4575-505-05	142 SHERMAN STREET	
=== VENDOR TOTALS ===			3,532.50			

5/14/2025 9:50 AM

A/P Regular Open Item Register

Section 4 Item a.

PACKET: 07051 05/20/25 HP OPERATING - C

VENDOR SET: 01 CITY OF DEADWOOD

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DIS?
=====						
01-1411		BARRY'S ELECTRIC SERVICE				
I-10942		WIRE EQUIPMENT - RODEO GROUND	1,204.59			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: Y		
		WIRE EQUIPMENT - RODEO GROUNDS		215 4577-735	CAPITAL ASSETS RODEO GRO	
=== VENDOR TOTALS ===			1,204.59			
=====						
01-3667		BERBERICH DESIGN				
I-006		DESIGN CONSULT AGREEMENT	614.32			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		DESIGN CONSULT AGREEMENT		610 4362-422	PROFESSIONAL SERVICES	
=== VENDOR TOTALS ===			614.32			
=====						
01-3314		CENTURY BUSINESS PRODUCTS, INC				
I-774860		COPIER PERIOD 1/9/25-2/8/25	27.90			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		COPIER PERIOD 1/9/25-2/8/25		215 4641-428	UTILITIES	
I-790943		MAINTENANCE KYOCERA/4054ci	205.58			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		MAINTENANCE KYOCERA/4054ci		215 4641-428	UTILITIES	
I-791238		REPAIR CANON TM-305	492.85			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		REPAIR CANON TM-305		215 4641-428	UTILITIES	
=== VENDOR TOTALS ===			726.33			
=====						
01-3174		DAYS OF '76 MUSEUM				
I-042525		2025 VOUCHER GENERAL OPERATIN	110,000.00			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		2025 VOUCHER GENERAL OPERATING		215 4573-375	HIST. INTERP. 76 MUSEUM	1.
=== VENDOR TOTALS ===			110,000.00			
=====						
01-0475		DEADWOOD CHAMBER & VISITORS BU				
I-051325		DEADWOOD CHAMBER & VISITORS B	24,769.57			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		DEADWOOD CHAMBER & VISITORS BU		215 4572-210	VISITOR MGMT MARKETING	:
=== VENDOR TOTALS ===			24,769.57			

5/14/2025 9:50 AM

A/P Regular Open Item Register

Section 4 Item a.

PACKET: 07051 05/20/25 HP OPERATING - C

VENDOR SET: 01 CITY OF DEADWOOD

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DIST
=====						
01-4441		DOCUTEK, INC.				

I-64049		BURIAL RECORDS 1878	71.95			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		BURIAL RECORDS 1878		215 4573-335	HIST. INTERP. ARCHIVE DE	
=== VENDOR TOTALS ===			71.95			
=====						
01-4625		FIB CREDIT CARDS				

I-043025		HP CREDIT CARD 04/30/2025	865.79			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		DALE'S RESTARAUNT		215 4641-426	SUPPLIES	
		LOULOU'S		101 4130-422	PROFESSIONAL SERVICES	
		P&T IPM		610 4360-422	PROFESSIONAL SERVICES	
		MARCO'S PIZZA		101 4130-422	PROFESSIONAL SERVICES	
		P&T SCOTT PRETZER		610 4360-426	SUPPLIES	
		PZ AFFIDAVIT/QUIT CLAIM DEED		101 4640-422	PROFESSIONAL SERVICES	
		PZ PLAT & COPY		101 4640-422	PROFESSIONAL SERVICES	
=== VENDOR TOTALS ===			865.79			
=====						
01-1483		KNECHT HOME CENTER				

I-11976390		KNECHT HOME CENTER	32.97			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		KNECHT HOME CENTER		215 4573-335	HIST. INTERP. ARCHIVE DE	
=== VENDOR TOTALS ===			32.97			
=====						
01-0545		LYNN'S DAKOTA MART				

I-050725		SHPO BOARD OF TRUSTEES MEETIN	17.97			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		SHPO BOARD OF TRUSTEES MEETING		215 4641-426	SUPPLIES	
=== VENDOR TOTALS ===			17.97			
=====						
01-2266		MONTANA HISTORICAL SOCIETY				

I-043025		2025 MEMBERSHIP RENEWAL	40.00			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		2025 MEMBERSHIP RENEWAL		215 4573-325	HIST. INTERP. DUES AND S	
=== VENDOR TOTALS ===			40.00			

5/14/2025 9:50 AM

A/P Regular Open Item Register

Section 4 Item a.

PACKET: 07051 05/20/25 HP OPERATING - C

VENDOR SET: 01 CITY OF DEADWOOD

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----

POST DATE BANK CODE -----DESCRIPTION-----

GROSS P.O. #
DISCOUNT G/L ACCOUNT

-----ACCOUNT NAME----- DI

01-3769 NATIONAL MAIN STREET CENTER

I-051325 2025 NATIONAL MAIN RENEWAL
5/20/2025 FNBAP DUE: 5/20/2025 DISC: 5/20/2025
2025 NATIONAL MAIN RENEWAL

295.00

1099: N

215 4573-325

HIST. INTERP. DUES AND S

=== VENDOR TOTALS ===

295.00

01-2412 OLD HOUSE JOURNAL

I-050725 2025 OLDHOUSE JOURNAL RENEWAL
5/20/2025 FNBAP DUE: 5/20/2025 DISC: 5/20/2025
2025 OLDHOUSE JOURNAL RENEWAL

28.00

1099: N

215 4573-325

HIST. INTERP. DUES AND S

=== VENDOR TOTALS ===

28.00

01-5411 PLANS OF ACTION

I-2570 85 CHARLES DESIGN ASSIST.
5/20/2025 FNBAP DUE: 5/20/2025 DISC: 5/20/2025
85 CHARLES DESIGN ASSIST.

1,189.44

1099: N

215 4575-505-04

85 CHARLES ST

=== VENDOR TOTALS ===

1,189.44

01-3223 QUICKTROPHY, LLC

I-133736 CAMMIE SCHMIDT DESK NAME PLAT
5/20/2025 FNBAP DUE: 5/20/2025 DISC: 5/20/2025
CAMMIE SCHMIDT DESK NAME PLATE

56.16

1099: N

215 4641-426

SUPPLIES

=== VENDOR TOTALS ===

56.16

01-4247 SD HISTORICAL SOCIETY FOUNDATI

I-042325 2025 MEMBERSHIP RENEWAL
5/20/2025 FNBAP DUE: 5/20/2025 DISC: 5/20/2025
2025 MEMBERSHIP RENEWAL

125.00

1099: N

215 4573-325

HIST. INTERP. DUES AND S

I-051325 2025 SHPO OF TRUSTEES MEETING
5/20/2025 FNBAP DUE: 5/20/2025 DISC: 5/20/2025
2025 SHPO OF TRUSTEES MEETING

150.00

1099: N

215 4641-427

TRAVEL

=== VENDOR TOTALS ===

275.00

5/14/2025 9:50 AM

A/P RegularOpen Item Register

Section 4 Item a.

PACKET: 07051 05/20/25 HP OPERATING - C

VENDOR SET: 01 CITY OF DEADWOOD

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DIS'
01-3785		TALLGRASS LANDSCAPE ARCHITECTU				
I-2025-054		LIBRARY GARDEN	710.00			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		LIBRARY GARDEN		215 4577-705	CAPITAL ASSETS LIBRARY	
		=== VENDOR TOTALS ===	710.00			
01-2014		TOMS, DON				
I-2010031469		TAX RECORD PROJECT PART I	600.00			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: Y		
		TAX RECORD PROJECT PART I		215 4573-335	HIST. INTERP. ARCHIVE DE	
		=== VENDOR TOTALS ===	600.00			
01-1705		VANWAY TROPHY				
I-120778		WILLIAMS & DAR PLAQUES	324.14			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		WILLIAMS & DAR PLAQUES		215 4641-426	SUPPLIES	
		=== VENDOR TOTALS ===	324.14			
01-0578		WATERS HARDWARE				
I-7070 /S		674 MAIN ST ACRYLIC CAULK	116.70			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		674 MAIN ST ACRYLIC CAULK		215 4575-525	GRANT/LOAN PAINT PROGRAM	
I-7073 /S		668 MAIN ST PAINT & PRIMER	646.63			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		668 MAIN ST PAINT & PRIMER		215 4575-525	GRANT/LOAN PAINT PROGRAM	
I-7155 /S		870 MAIN ST PRIMER	37.16			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		870 MAIN ST PRIMER		215 4575-525	GRANT/LOAN PAINT PROGRAM	
I-7173 /S		674 MAIN PAINT	67.96			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		674 MAIN PAINT		215 4575-525	GRANT/LOAN PAINT PROGRAM	
I-7270 /S		35 LINCOLN PAINT	58.39			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		35 LINCOLN PAINT		215 4575-525	GRANT/LOAN PAINT PROGRAM	
		=== VENDOR TOTALS ===	926.84			

5/14/2025 9:50 AM

A/P Regular Open Item Register

Section 4 Item a.

PACKET: 07051 05/20/25 HP OPERATING - C
VENDOR SET: 01 CITY OF DEADWOOD
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #	
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME----- DIS1
=====					
01-2728	WEST RIVER HISTORY CONFERENCE				
=====					
I-051325		SPONSORSHIP	500.00		
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N	
		SPONSORSHIP		215 4641-427	TRAVEL
=== VENDOR TOTALS ===			500.00		
=====					
01-4805	ZOOM COMMUNICATIONS, INC.				
=====					
I-INV302103080		APRIL 2025-2026	658.90		
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N	
		APRIL 2025-2026		101 4193-422	PROFESSIONAL SERVICES
=== VENDOR TOTALS ===			658.90		
=== PACKET TOTALS ===			154,362.09		

PACKET: 07051 05/20/25 HP OPERATING - C

VENDOR SET: 01 CITY OF DEADWOOD

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS	154,362.09
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

BATCH TOTALS	154,362.09
--------------	------------

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BU	
					ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	E AVAI
	2025	101-2020	ACCOUNTS PAYABLE	899.10-*					
		101-4130-422	PROFESSIONAL SERVICES	107.20	1,800	200.89			
		101-4193-422	PROFESSIONAL SERVICES	658.90	90,000	53,416.83			
		101-4640-422	PROFESSIONAL SERVICES	133.00	27,000	18,357.75			
		215-2020	ACCOUNTS PAYABLE	152,268.82-*					
		215-4572-210	VISITOR MGMT MARKETING	24,769.57	414,000	316,389.35		819,000	647
		215-4573-325	HIST. INTERP. DUES AND S	518.00	2,500	23,604.00-	Y		
		215-4573-335	HIST. INTERP. ARCHIVE DE	704.92	43,300	16,645.93			
		215-4573-340	HIST. INTERP. GIS	1,552.50	27,250	14,311.00			
		215-4573-375	HIST. INTERP. 76 MUSEUM	110,000.00	110,000	0.00			
		215-4575-505-04	85 CHARLES ST	1,189.44	175,000	146,820.99			
		215-4575-505-05	142 SHERMAN STREET	1,980.00	0	3,091.33-	Y		
		215-4575-525	GRANT/LOAN PAINT PROGRAM	926.84	25,000	21,628.66			
		215-4576-600	PROFES. SERV. CURRENT EX	6,421.25	75,000	58,399.30			
		215-4577-705	CAPITAL ASSETS LIBRARY	710.00	32,000	30,090.00			
		215-4577-735	CAPITAL ASSETS RODEO GRO	1,204.59	650,000	624,695.18			
		215-4641-426	SUPPLIES	915.38	15,000	11,829.09			
		215-4641-427	TRAVEL	650.00	10,000	2,599.24			
		215-4641-428	UTILITIES	726.33	12,500	11,351.54			
		610-2020	ACCOUNTS PAYABLE	1,194.17-*					
		610-4360-422	PROFESSIONAL SERVICES	545.00	80,650	67,882.41			
		610-4360-426	SUPPLIES	34.85	19,500	17,476.43			
		610-4362-422	PROFESSIONAL SERVICES	614.32	10,000	8,801.25			
		999-1301	DUE FROM FUND 101	899.10 *					
		999-1306	DUE FROM FUND 215	152,268.82 *					
		999-1345	DUE FROM FUND 610	1,194.17 *					
		** 2025 YEAR TOTALS		154,362.09					

5/14/2025 9:50 AM

A/P Regular Open Item Register

Section 4 Item a.

PACKET: 07051 05/20/25 HP OPERATING - C

VENDOR SET: 01 CITY OF DEADWOOD

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
101	5/2025	899.10
215	5/2025	152,268.82
610	5/2025	1,194.17

NO ERRORS

NO WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Historic Preservation Commission

2025 Grant Funds

HP GRANT ACCOUNT: Historic Preservation	
HP Grant Account Total:	\$ 45,224.72

Approved by _____ on ____/____/____
HP Chairperson

Approved by _____ on ____/____/____
HP Officer

HPC	05/14/25
Batch	05/20/25

5/14/2025 1:00 PM

A/P Regular Open Item Register

Section 4 Item b.

PACKET: 07055 05/20/25 HP GRANTS BA

VENDOR SET: 01 CITY OF DEADWOOD

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-5414	NELSON, ROBERT J.					
=====						
I-051425		CONSERV EASEMENT 594 MAIN	25,224.72			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		CONSERV EASEMENT 594 MAIN		216 4653-962-05	FACADE EASEMENT EXPENSE	25,224.72
=== VENDOR TOTALS ===			25,224.72			
=====						
01-2164	ONE WAY SERVICE PROS					
=====						
I-32501		4 HARRISON BECK	10,000.00			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: N		
		4 HARRISON BECK		216 4653-962-01	SPECIAL NEEDS GRANT EXP.	10,000.00
=== VENDOR TOTALS ===			10,000.00			
=====						
01-4877	SUNKEN FOUNDATION SOLUTIONS					
=====						
I-1267-1		51 HIGHLAND BAILEY	10,000.00			
5/20/2025	FNBAP	DUE: 5/20/2025 DISC: 5/20/2025		1099: Y		
		51 HIGHLAND BAILEY		216 4653-962-08	FOUNDATION GRANT EXPENSE	10,000.00
=== VENDOR TOTALS ===			10,000.00			
=== PACKET TOTALS ===			45,224.72			

PACKET: 07055 05/20/25 HP GRANTS BA
VENDOR SET: 01 CITY OF DEADWOOD
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

Section 4 Item b.

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

INVOICE TOTALS 45,224.72
DEBIT MEMO TOTALS 0.00
CREDIT MEMO TOTALS 0.00

BATCH TOTALS 45,224.72

*** 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
2025		216-2020	ACCOUNTS PAYABLE	45,224.72-*						
		216-4653-962-01	SPECIAL NEEDS GRANT EXP.	10,000.00	50,000	28,219.76				
		216-4653-962-05	FACADE EASEMENT EXPENSE	25,224.72	500,000	474,745.28				
		216-4653-962-08	FOUNDATION GRANT EXPENSE	10,000.00	60,000	50,000.00				
		999-1307	DUE FROM FUND 216	45,224.72 *						
			*** 2025 YEAR TOTALS	45,224.72						

5/14/2025 1:00 PM
PACKET: 07055 05/20/25 HP GRANTS 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	5/2025	45,224.72

NO ERRORS NO WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

5/13/2025 3:08pm

HP REVOLVING LOAN FUND
A/P Invoices Report
5/1/2025 - 5/31/2025
Batch = 1

Page 1 of 1

Detail Memo	Fund	Acct	Cc1	Cc2	Cc3	Acct Description	Debit	Credit
05/2025								
American Seamless Gutter, Inc - 2025-14 - 5/13/2025 - 13,780.45 - Batch: 1 - Header Memo: Work Done-20 Denver-Byrne								
Work Done-20 Denver-Byrne	100	1201				NOTES RECEIVABLE	13,780.45	
Work Done-20 Denver-Byrne	100	2000				ACCOUNTS PAYABLE		13,780.45
Total:							13,780.45	13,780.45
LAWRENCE COUNTY REGISTER OF DEEDS - REC SAT DEADWOOD MAI - 5/13/2025 - 30.00 - Batch: 1 - Header Memo: Record Saitsfaction-696 Main St-Deadwood Main LLC								
Record Saitsfaction-696 Main St-Deadwood Main LLC	100	5200				CLOSING COSTS DISBURSED	30.00	
Record Saitsfaction-696 Main St-Deadwood Main LLC	100	2000				ACCOUNTS PAYABLE		30.00
Total:							30.00	30.00
NHS OF THE BLACK HILLS - 2025-4 - 5/13/2025 - 3,500.00 - Batch: 1 - Header Memo: Servicing Contract-April 2025								
Servicing Contract-April 2025	100	5000				PROF & ADMIN FEES	3,500.00	
Servicing Contract-April 2025	100	2000				ACCOUNTS PAYABLE		3,500.00
Total:							3,500.00	3,500.00
Sunken Foundation Solutions - 1267 - 5/13/2025 - 7,340.00 - Batch: 1 - Header Memo: Work Done-51 Highland Ave-Bailey								
Work Done-51 Highland Ave-Bailey	100	1201				NOTES RECEIVABLE	7,340.00	
Work Done-51 Highland Ave-Bailey	100	2000				ACCOUNTS PAYABLE		7,340.00
Total:							7,340.00	7,340.00
Total:							24,650.45	24,650.45
Report Total:							24,650.45	24,650.45

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 722-0786



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

MEMORANDUM

Date: May 9, 2025
To: Deadwood Historic Preservation Commission
From: Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer
Mike Runge, City Archivist
Re: Recommend Contract for Title Research

The Historic Preservation Office would like to hire Julie Stone as an independent contractor to research, compile and print off paper copies pertaining to the mineral surveys and original townsites in Deadwood's downtown core district. Upon completion, this information will be added to the City's GIS files and used in research pertaining to Boots on Bricks. The cost for this project will not exceed \$15,000.00 dollars and will be paid out of the 2025 Public Education line item.

RECOMMENDATION:

Move to recommend to the City Commission to hire Julie Stone to research, compile and print off paper copies pertaining to the mineral surveys and original townsites in Deadwood's downtown core district. The fund will be paid out of the Public Education line item and not exceed \$15,000.00.

CONTRACT BETWEEN CITY OF DEADWOOD
AND
INDEPENDENT CONTRACTOR

This Agreement, dated the 5th day of May, 2025, is between the CITY OF DEADWOOD – HISTORIC PRESERVATION OFFICE, a department within the City of Deadwood, with its business offices at 108 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “CITY,” and Stone Land Services of Lead, South Dakota, hereinafter referred to as “INDEPENDENT CONTRACTOR” or “IC.”

The purpose of this Contract is to set forth the terms and conditions of the agreement between CITY and IC for services related to research and preparation of title search database as related to the history of Deadwood, South Dakota.

WITNESSETH

WHEREAS, the parties hereto desire to enter into an agreement whereby IC agrees to create and provide to the CITY title search database,

WHEREAS, IC has the experience and expertise to create and prepare the indexed database and meet the other requirements and obligations of this contract.

Based on the covenants, representations and mutual understanding and agreement of the parties, CITY and IC, agree as follows:

1. The parties agree that it is the IC’s responsibility to provide her own office space and equipment and pay all necessary taxes and insurance including Social Security and workmen’s compensation insurance.
2. IC shall create and provide CITY with one (1) digital copy of the title search database along with the pertinent photocopies generated during the records search in good working order.

3. IC shall submit three (3) invoices for payment to the CITY upon completion of said project.
All materials and vouchers shall become the property of the City of Deadwood.
4. CITY shall select all materials and topics.
5. CITY shall pay the IC at the rate of Seventy-Five Dollars (\$75.00) per hour for a total not to exceed Fifteen Thousand Dollars (\$15,000.00). CITY shall pay for no more than Fifteen Thousand Dollars (\$15,000.00) under this contract.
6. IC may not subcontract any portion of this contract of any portion of the work.
7. CITY may terminate this contract upon giving IC five (5) days' written notice of its intent to terminate. IC may terminate this contract for any reason upon thirty (30) days' written notice.
8. In performance of the work hereunder, IC understands and agrees it is an independent contractor and this contract shall not be construed as creating any type of relationship including by not limited to, principal and agent or employer and employee between CITY and IC. The IC shall not have authority to hire any person on behalf of CITY.
9. IC hereby agrees to indemnify, defend and hold harmless CITY, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of the IC or anyone acting under the IC's direction, control or on IC's behalf in connection with or incident to the work or otherwise.
10. This agreement and the rights and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.

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

IN WITNESS WHEREOF, the Deadwood City Commission and the Deadwood Historic Preservation Commission, having duly approved this Contract, have caused this Contract to be executed in their behalf; thereunto duly authorized, attested thereto by the finance officer and have hereto attached the official seal this ____ day of May, 2025.

Dated this ____ day of May, 2025.

CITY OF DEADWOOD

By _____
Alea Struble, Mayor

ATTEST:

Jessica McKeown
City Finance Officer

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

On this _____ day of _____, 2025, before me, the undersigned officer, personally appeared **Alea Struble**, Mayor, City of Deadwood, to be the persons known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public

My Commission Expires:

Dated this ____ day of May, 2025.

By: _____
 Its: _____

INDEPENDENT CONTRACTOR

State of South Dakota)
) SS
 County of _____)

On this ____ day of _____, 2025, before me, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

(SEAL)

 Notary Public
 My Commission Expires: _____

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 722-0786



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

MEMORANDUM

Date: May 9, 2025
To: Deadwood Historic Preservation Commission
From: Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer
Bonny Anfinson, Program Coordinator
Re: Accept Days of '76 Cabin into the Not-for-Profit Grant Program

The Deadwood Days of '76 Inc. has submitted a request to add the Days of '76 log cabin to the qualifying list of Not-for-Profits.

The Not-for-Profit Grant Program applies to only organizations within the City Limits of Deadwood that own and manage historic resources. The following entities have been identified by the Deadwood Historic Preservation Commission as qualifying under this program:

- St. Johns Episcopal Church
- St. Ambrose Catholic Church
- First Baptist Church
- Grace Lutheran Church
- Broken Boot Gold Mine
- Deadwood Masonic Center
- Lead/Deadwood School District
- Deadwood Elks Lodge
- VFW Post 5969

Each of these organizations are eligible for \$10,000 per year for qualifying preservation related projects or up to \$50,000 over a five year period.

Staff is recommending is recommending to the Historic Preservation Commission to add the Days of '76 log cabin to the qualifying list of Not-for-Profits.

RECOMMENDATION: Move to add the Days of '76 log cabin to the qualifying list of Not-for-Profits.





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

MEMORANDUM

Date: May 9, 2025
To: Deadwood Historic Preservation Commission
From: Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer
Bonny Anfinson, Program Coordinator
Re: Broken Boot Not-for-Profit Grant Request

The Broken Boot Gold Mine has submitted a Not-for-Profit grant to repair the exit tunnel of the mine. The total cost of this project is \$50,350.00. This request is for \$25,463.64.

Per the Deadwood Not-For-Profit Grant Policy Guidelines, qualified organizations may be eligible for a grant of up to \$10,000 per year not to exceed \$50,000 in a five-year period. Per these guidelines they have \$25,463.64 available.

The applicant and project qualify under the current guidelines as set forth in the adopted application from the Deadwood Historic Preservation Commission. The Projects Committee reviewed this request and recommended approving the grant request to the Broken Boot Gold Mine in the amount they have available, \$25,463.64 for repairs to the exit tunnel of the mine.

RECOMMENDATION: Move to recommend to the City Commission to approve the Not-For-Profit grant to the Broken Boot Gold Mine in the amount of \$25,463.64 for repairs to the exit tunnel of the mine.

GRANT FUND –
SITE NOT ELIGIBLE FOR STATE TAX MORATORIUM

APPLICATION # _____

DEADWOOD HISTORIC PRESERVATION COMMISSION

DEADWOOD NOT-FOR-PROFIT GRANT PROGRAM FOR
SITES NOT ELIGIBLE FOR STATE PROPERTY TAX MORATORIUM

Application

The Deadwood Historic Preservation Commission reviews all applications. Please read the attached Policy Guidelines and provide the requested information below.

1. Property Address:

1200 Pioneer Way	Deadwood	SD	57732
Street	City	State	Zip

2. Applicant Details:

TODAY'S DATE: 05/01/2025

Tessa Allen			
Name	Daytime Telephone	E-mail Address	
501 Main Street	Deadwood	SD	57732
Street	City	State	Zip

3. Owner of Property:**

****NOTE:** Applicant must own/retain property;

OR

Applicant must be leasing or renting the property and have written permission from the owner to conduct the work;

OR

Applicant must have a firm written commitment with the owner to purchase the property.

(Complete 'Owner of Property' only if different from that of applicant)

Broken Boot Gold Mine

Name	Daytime Telephone	E-mail Address	
Street	City	State	Zip

GRANT FUND –
SITE NOT ELIGIBLE FOR STATE TAX MORATORIUM

1. Property Address

1200 Pioneer Way	Deadwood	SD	57732
Street	City	State	Zip

2. Description of work to be performed as part of this project:

After review of the interior mine by the mining engineer it has been determined work needs to be completed in the stoup area and the exit of the mine. The exit needs to be repaired immediately before it can be opened to the public this spring. This grant is to request funding for the repairs of the exit. Harrison Western, out of Lakewood Colorado, has been contracted to do the repair. Historic Preservation staff has also conducted a site visit to confirm the repairs needed to protect the historic resource and protect the public entering and exiting the mine.

3. Project budget – itemized and showing disbursement of funding

Description <i>(i.e. roof)</i>	Grant	Total
Repair of Exit to Mine	\$ 25,463.64	\$ 50,350.00
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total:	\$ 25,463.64	\$ 50,350.00

4. Total Project Cost:	\$ 50,350.00	Grant Amount:	\$ 25,463.64
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*GRANT FUND –
SITE NOT ELIGIBLE FOR STATE TAX MORATORIUM*

The following information must be presented with this application as attachments before being reviewed by the Deadwood Historic Preservation Commission (incomplete applications will not be reviewed)

- a. Floor plan(s) (when necessary)
- b. Site plan(s) (when necessary)
- c. Photographs
- d. Copy of deed or notarized letter of authorization
- e. Verification of listing on or eligibility for listing on the National Register of Historic Places
- f. Submission of specifications and contracts



HARRISON WESTERN

April 21, 2025

Broken Boot Gold Mine
1200 Pioneer Way
Deadwood, SD 57732

ATTN: Tessa Allen

RE: Proposal for Tunnel Stabilization Support Services at the Broken Boot Gold Mine

Mrs. Allen,

Harrison Western (HW) appreciates the opportunity to price the work on the above-named project. The prices shown below include labor, tools, materials and select equipment necessary to support the stabilization of the exit tunnel section of the Broken Boot Gold Mine (BBGM). HW will perform work at the direction of RESPEC Engineering personnel, with approval from BBGM, up to the agreed upon "Not to Exceed" (NTE) amount specified in the pricing table below. HW will not provide any engineering services in relation to this project, and any suggestions for approach shall be taken as means & methods recommendations with no guarantee or consideration of the structural longevity of the solutions.

SCOPE OF WORK

- **Exit Tunnel Stabilization Support Services -**

HW will provide labor, tools, and select small equipment and materials necessary to support the stabilization of the exit tunnel. It is understood that the intent of this work is to allow safe operation of the tunnel through the summer season, and to allow additional time to develop a longer term, more encompassing remediation plan. As such, HW will work at the direction of RESPEC Engineers and BBGM representatives to install temporary remediation measures. HW makes no guarantees that solutions will meet the engineering intent and shall not be liable for the performance or ongoing inspection of the work performed under this scope of work following its completion.

Based on conversations held during site visits with Mike Stahl (April 16, 2025) and Brett Belzer of RESPEC (April 17, 2025), we anticipate that the work to be completed will consist of minor bar scaling, cribbing and installation of potential monitoring devices, to be determined and directed by RESPEC. HW will provide a crew of 1 site superintendent and 2 miners, hand tools, and materials required to perform the work. HW will work at the direction of RESPEC Engineering at the daily rate below until the work is completed, or the agreed NTE dollar amount is reached, whichever occurs first.

- **Mobilization**

Includes one single mobilization to perform all above in a continuous operation. If work should need to be broken into phases, additional mobilization fees may apply.

PRICING

Item #	Description	Bid Qty.	UM	Unit Bid Price	Total Bid Price
1	Local Mobilization	1	LS	\$8,000	\$8,000
2	Daily Crew Rate	9	DY	\$4,150	\$41,500
3	Material Allowance (Actual Cost +15%)*	1	LS	TBD	\$5,000.00
Estimated Total Not to Exceed (NTE)					\$50,350.00

*Material pricing shown above is for budgetary purposes only. The cost of any materials required to perform the work will be billed at actual cost +15% markup.

BOND NOT INCLUDED IN THE ABOVE PRICING TABLES – Bond pricing can be provided upon request.

HW pricing is based on the scopes of work being performed in May of 2025 while crews are working locally at the Homestake Mine. HW pricing may be revised if work occurs later based on increased labor, equipment and mobilization costs.

TECHNICAL CONSIDERATIONS

HW assumes no responsibility for design or performance of the stabilization systems installed. All work will be performed at the direction of RESPEC Engineering and BBGM representatives.

QUALIFICATIONS FOR WORK

1. BBGM agrees that HW bares no responsibility or liability for the design or performance of the systems installed under this scope of work. BBGM, and Others for whom BBGM are responsible for shall indemnify, defend and hold harmless HW and their employees from and against all claims, damages, losses, and expenses, including attorney's fees.
2. Vibration monitoring is excluded.
3. Construction surveying provided by others.
4. HW equipment and material staging areas shall be provided such that they can be located with approximately 1,500 ft of the HW work area.
5. HW excludes protection, repair, or replacement of pavement surfaces, if any.
6. HW excludes any vegetation removal or other clearing and grubbing.
7. HW excludes relocation, locating and potholing of any utilities.
8. Any traffic control, if required.
9. HW excludes any dewatering.
10. HW excludes any/all environmental, city, country, and state permit acquisition and fees.
11. HW excludes BMP/erosion control supply or installation.
12. HW excludes sanitary and disposal facilities.
13. HW excludes Davis Bacon and prevailing wage rates or union requirements.
14. Bonding is excluded. Pricing can be provided upon request.
15. Builder's Risk Insurance is excluded.

SCHEDULE QUALIFICATIONS

1. HW assumes 10 hours a day, Monday through Saturday (6-day work weeks).
2. HW estimates an approximate duration 2 crew days for mobilization/demobilization, and up to 9 days for onsite support services, for a total project duration of 11 Crew Days.
3. HW has included one local mobilization for this scope of work. Should work not be able to be scheduled while HW crews are in the area, additional mobilization fees may apply.

We thank you for the opportunity to price this work and look forward to working with you in the future. Should you have any questions regarding the contents of this offer, please do not hesitate to contact the undersigned at (720) 854-4616.

Sincerely,



Harrison Western Construction Corporation

Brandon Guite
Project Development Manager - Mining
bguite@harwest.com
720-854-4616

SPECIFIC TERMS AND CONDITIONS

The following facilities and services are excluded from HW's pricing and shall be provided by others at no cost to HW:

Site Access: Preparation and maintenance of clear, well drained, uninterrupted access ways and working platforms suitable for HW equipment moving under its own power and without any headroom restrictions. Access includes adequate ramps at suitable levels and should be available at the time and to the extent necessary to suit HW's operations. All earth-support structures shall be designed, analyzed, and/or modified accordingly to support HW's equipment and operations.

Sequence: Work is to be made available in a sequence that will enable HW to work efficiently and systematically without restriction.

Progression of the Work: HW's proposal is based upon carrying out the work in an unobstructed manner during regular working hours, Monday through Friday, in a single uninterrupted visit to the site. HW reserves the right to work overtime or weekends at HW's own discretion without incurring charges for inspection, site overhead or other consequential charges. If HW's work is interrupted for any reason beyond HW's control, HW shall be compensated at the rate **\$980.00** per hour for standby of the crew and equipment. Full days of standby shall be charged 8 hours daily.

Site Preparation and Maintenance: Removal of all surface or subsurface topsoil, brush, organic material, debris, obstructions, and other unacceptable material in accordance with the requirements of the contract documents or as required to facilitate HW's work.

The design, installation and maintenance of all sediment barriers, silt fence, erosion control and all other appurtenances required by the Storm Water Pollution Prevention Plan developed by Others.

The design and installation of any necessary railings, fences or other protective measures as required by local, state, and federal statutes so that workers and the public are protected from falls or accidental entrance into the work site.

Water Control: All work necessary to control and maintain the site and excavation free of ground or surface water problems as they relate to HW's operations.

Prevent surface water and subsurface or groundwater from accumulating in and on project site and surrounding area. Maintain the water table at least 10 feet below the grade of the work area. Provide local disposal of wastewater created by HW's operations.

Concrete Washout: A concrete washout area shall be provided for HW use during shotcrete and grouting operations and shall be maintained by others.

Protection of Adjacent Structures: Any necessary protection of existing structures, utilities, or roadways which may affect or impede HW's work. HW has not made any allowance to minimize vibration, dust and/or noise during performance of HW's work. HW excludes all monitoring of noise, vibration, settlement, or air quality.

Traffic Control: All pedestrian and vehicular traffic control including but not limited to signs, barricades, crossings, lane closures or flagmen when required.

Utilities: HW will utilize the appropriate state's Utility Notification System to locate utilities on the site. Location, potholing, removal, or relocation of any utilities located or not by this service is the responsibility of the Owner, Developer and/or Contractor. HW will not accept any responsibility for damage to utilities not located by the one call service. Furthermore, any utilities located by the one call system that conflict with HW's activities may need to be potholed, removed or relocated at the expense of the Owner and or Contractor if HW's work cannot be adjusted. Any costs associated with the adjustment of HW's work due to utility conflicts will be the responsibility of the Owner and or Contractor.

Layout and Survey: Survey, field layout and monitoring of all necessary lines and grades from which HW's work can be established. Any post construction survey of the work or any as-builts shall also be performed by others.

Engineering: All plans, specifications, and designs, necessary for the work unless otherwise included by HW.

Permits and Easements: All site permits, building/shoring permits, and easements required to legally perform the work.

Construction Waste Removal: Dumpster and/or other necessary containers for typical construction waste/debris/trash and removal and disposal of such materials.

Bonds: The cost of a bond premium is not included in the contract price. If desired by and paid by the Contractor, HW will furnish a Payment and Performance Bond if paid for at cost.

Sanitary Facilities: On-site sanitary facilities for the use of HW employees.

Holiday and Sunday Work: Due to the unknown start date of this work, no holiday or Sunday pay, or travel is included in HW's pricing under this proposal. HW shall be compensated for all costs including markup associated with holiday or Sunday pay or travel expenses from delays beyond HW's control or requests to work which extend project schedule over holiday or Sunday periods.

Site Yard: An area shall be provided on-site, adjacent to the work, for HW's equipment, storage yard, workshop, and site office(s).

Labor Affiliations: This proposal is made with the understanding that HW will employ open shop labor. If union labor must be used the client will pay for any cost differential.

Vibration Liability: HW cannot accept any liability for disturbance to existing structures and their inhabitants on or near the site. HW requires that the Owner/General Contractor indemnify HW against all claims for such disturbances and also take precautions as necessary to avoid any such claims. This may include vibration monitoring, excavating trenches around the affected area, etc.

Hazardous Material: In the event that HW encounters any hazardous or contaminated material on the site that has not been rendered harmless, HW shall immediately stop work in the area affected and report the condition in writing to the Owner and Engineer. To the fullest extent permitted by law, the Owner and Contractor shall indemnify and hold harmless HW, their agents, consultants, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of or resulting from performance of the work in the affected area.

The following additional terms and conditions will apply to the proposed work:

Delay Damages: The [Owner or Contractor] shall not be entitled to any liquidated damage, consequential damage, other direct/indirect damages, or other time related penalties arising from the work.

Confidentiality: All specifications, drawings, pricing, and technical data submitted by HW are to be treated as confidential and shall not be used for any purpose other than the evaluation of this bid, nor shall such information be disclosed to any third party for any purposes without the express written consent of HW. Such information shall remain HW's property and be returned to HW upon demand.

Period of Acceptance: This Proposal is offered for acceptance for a period of **30 days**.

Exclusions: Any items of work not specifically included in this proposal shall not be the responsibility of HW.

GENERAL TERMS AND CONDITIONS

Payment Terms: Progress payments will be submitted monthly and shall be payable within 30 days of the invoice date. An interest charge of 1-1/2% percent per month will be added to invoice amounts not paid within 30 days from date of invoice. All costs of collection, including attorneys' fees and court costs, will be added to unpaid invoice amount.

All other amounts due, including retention (if applicable and maximum of 5%), will be paid in full within 90 days of substantial completion of HW's work, regardless of the anticipated project completion date. Substantial completion shall not include removal items if applicable.

HW has excluded any cost or charges associated with electronic billing/payment services. All such costs/charges to be borne by Prime Contractor or invoiced by HW as extra work.

Changed Conditions: Notwithstanding all clauses of this contract, if HW, during its work, encounters 1) subsurface conditions or latent physical conditions which differ from those indicated in this Agreement, or 2) unknown physical conditions of an unusual nature, differing from those ordinarily encountered, then HW shall be entitled to an equitable price and schedule adjustment to compensate it for such changed condition.

Full Compensation: It is understood that HW will receive full compensation for its work, as set forth in the schedule of prices above for all work performed to the satisfaction of the Owner and/or Contractor regardless of any adjustments, or audits made by the Owner and/or Contractor due to the "Change Order" or "Claim" nature of the work.

Insurance: HW will provide the following insurances within limits as shown.

Comprehensive General Liability:	\$1,000,000.00
(Combined Single Limit, Bodily Injury and Property Damage)	
Automobile Liability:	\$1,000,000.00
(Combined Single Limit, Bodily Injury and Property Damage)	
Workman's Compensation:	Statutory

OCIP/CCIP: Notwithstanding any provisions of the OCIP/CCIP for the project to the contrary, neither HW nor its insurer(s) shall be obligated to contribute to any claim made to or under the OCIP/CCIP. Contractor or Owner shall represent HW in connection with any claim(s) to or under the OCIP/CCIP. Further, should the OCIP/CCIP be cancelled, or not afford coverage for a claim, neither HW nor its insurer(s) shall be obligated to contribute to the defense or indemnification of Contractor or Owner on any basis, whether primary or excess. Specifically, neither HW nor its insurer(s) shall have any obligation to defend or indemnify Contractor or Owner against any claim that is not covered by the OCIP/CCIP or any claim(s) that are covered by the OCIP/CCIP or any claim(s) that would have been covered by the OCIP for the project but for its termination, cancellation, or exhaustion.

Force Majeure: HW cannot accept any liability for default or delay in the completion of the work when caused by strike, riot, war, pandemic, Act of God, or other similar circumstances beyond HW control.

Limitation of Liability: HW does not accept liability for any damage to the structure, landscaping, utilities, french drains, septic systems, wells, physical installations, and/or any consequential damages that may result from the performance of the work. All private utilities (including any utilities left in place) and other services shall be located, exposed, and shown to our on-site representative by Others prior to commencement of work.

Liability: No liability can be accepted by HW, nor shall HW accept as in any way responsibility for defects of any kind whatsoever arising from a cause which is outside HW's immediate control or knowledge, or for any fault in the junction between HW's work and subsequent work carried out by others. HW shall be named additional insured on Builders Risk insurance obtained for the project.

Indemnity: Subject to the terms of the Liability Clause above, and to the correct soil conditions having been provided to us prior to our work, HW shall insure, indemnify and hold harmless the Owner and their employees from and against all claims, damages, losses, and expenses, including attorney's fees, but only to the extent of the proportional negligence of HW, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to the injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and only to the extent such claim is covered under the General Liability Policy of HW.

**HARRISON WESTERN**

April 21, 2025

Broken Boot Gold Mine
1200 Pioneer Way
Deadwood, SD 57732

ATTN: Tessa Allen

RE: Proposal for Tunnel Stabilization Support Services at the Broken Boot Gold Mine

Mrs. Allen,

Harrison Western (HW) appreciates the opportunity to price the work on the above-named project. The prices shown below include labor, tools, materials and select equipment necessary to support the stabilization of the exit tunnel section of the Broken Boot Gold Mine (BBGM). HW will perform work at the direction of RESPEC Engineering personnel, with approval from BBGM, up to the agreed upon "Not to Exceed" (NTE) amount specified in the pricing table below. HW will not provide any engineering services in relation to this project, and any suggestions for approach shall be taken as means & methods recommendations with no guarantee or consideration of the structural longevity of the solutions.

SCOPE OF WORK

- **Exit Tunnel Stabilization Support Services -**

HW will provide labor, tools, and select small equipment and materials necessary to support the stabilization of the exit tunnel. It is understood that the intent of this work is to allow safe operation of the tunnel through the summer season, and to allow additional time to develop a longer term, more encompassing remediation plan. As such, HW will work at the direction of RESPEC Engineers and BBGM representatives to install temporary remediation measures. HW makes no guarantees that solutions will meet the engineering intent and shall not be liable for the performance or ongoing inspection of the work performed under this scope of work following its completion.

Based on conversations held during site visits with Mike Stahl (April 16, 2025) and Brett Belzer of RESPEC (April 17, 2025), we anticipate that the work to be completed will consist of minor bar scaling, cribbing and installation of potential monitoring devices, to be determined and directed by RESPEC. HW will provide a crew of 1 site superintendent and 2 miners, hand tools, and materials required to perform the work. HW will work at the direction of RESPEC Engineering at the daily rate below until the work is completed, or the agreed NTE dollar amount is reached, whichever occurs first.

- **Mobilization**

Includes one single mobilization to perform all above in a continuous operation. If work should need to be broken into phases, additional mobilization fees may apply.

PRICING

Item #	Description	Bid Qty.	UM	Unit Bid Price	Total Bid Price
1	Local Mobilization	1	LS	\$8,000	\$8,000
2	Daily Crew Rate	9	DY	\$4,150	\$41,500
3	Material Allowance (Actual Cost +15%)*	1	LS	TBD	\$5,000.00
Estimated Total Not to Exceed (NTE)					\$50,350.00

*Material pricing shown above is for budgetary purposes only. The cost of any materials required to perform the work will be billed at actual cost +15% markup.

BOND NOT INCLUDED IN THE ABOVE PRICING TABLES – Bond pricing can be provided upon request.

HW pricing is based on the scopes of work being performed in May of 2025 while crews are working locally at the Homestake Mine. HW pricing may be revised if work occurs later based on increased labor, equipment and mobilization costs.

TECHNICAL CONSIDERATIONS

HW assumes no responsibility for design or performance of the stabilization systems installed. All work will be performed at the direction of RESPEC Engineering and BBGM representatives.

QUALIFICATIONS FOR WORK

1. BBGM agrees that HW bears no responsibility or liability for the design or performance of the systems installed under this scope of work. BBGM, and Others for whom BBGM are responsible for shall indemnify, defend and hold harmless HW and their employees from and against all claims, damages, losses, and expenses, including attorney's fees.
2. Vibration monitoring is excluded.
3. Construction surveying provided by others.
4. HW equipment and material staging areas shall be provided such that they can be located with approximately 1,500 ft of the HW work area.
5. HW excludes protection, repair, or replacement of pavement surfaces, if any.
6. HW excludes any vegetation removal or other clearing and grubbing.
7. HW excludes relocation, locating and potholing of any utilities.
8. Any traffic control, if required.
9. HW excludes any dewatering.
10. HW excludes any/all environmental, city, country, and state permit acquisition and fees.
11. HW excludes BMP/erosion control supply or installation.
12. HW excludes sanitary and disposal facilities.
13. HW excludes Davis Bacon and prevailing wage rates or union requirements.
14. Bonding is excluded. Pricing can be provided upon request.
15. Builder's Risk Insurance is excluded.

SCHEDULE QUALIFICATIONS

1. HW assumes 10 hours a day, Monday through Saturday (6-day work weeks).
2. HW estimates an approximate duration 2 crew days for mobilization/demobilization, and up to 9 days for onsite support services, for a total project duration of 11 Crew Days.
3. HW has included one local mobilization for this scope of work. Should work not be able to be scheduled while HW crews are in the area, additional mobilization fees may apply.

We thank you for the opportunity to price this work and look forward to working with you in the future. Should you have any questions regarding the contents of this offer, please do not hesitate to contact the undersigned at (720) 854-4616.

Sincerely,



Harrison Western Construction Corporation

Brandon Guite
Project Development Manager - Mining
bguite@harwest.com
720-854-4616

SPECIFIC TERMS AND CONDITIONS

The following facilities and services are excluded from HW's pricing and shall be provided by others at no cost to HW:

Site Access: Preparation and maintenance of clear, well drained, uninterrupted access ways and working platforms suitable for HW equipment moving under its own power and without any headroom restrictions. Access includes adequate ramps at suitable levels and should be available at the time and to the extent necessary to suit HW's operations. All earth-support structures shall be designed, analyzed, and/or modified accordingly to support HW's equipment and operations.

Sequence: Work is to be made available in a sequence that will enable HW to work efficiently and systematically without restriction.

Progression of the Work: HW's proposal is based upon carrying out the work in an unobstructed manner during regular working hours, Monday through Friday, in a single uninterrupted visit to the site. HW reserves the right to work overtime or weekends at HW's own discretion without incurring charges for inspection, site overhead or other consequential charges. If HW's work is interrupted for any reason beyond HW's control, HW shall be compensated at the rate **\$980.00** per hour for standby of the crew and equipment. Full days of standby shall be charged 8 hours daily.

Site Preparation and Maintenance: Removal of all surface or subsurface topsoil, brush, organic material, debris, obstructions, and other unacceptable material in accordance with the requirements of the contract documents or as required to facilitate HW's work.

The design, installation and maintenance of all sediment barriers, silt fence, erosion control and all other appurtenances required by the Storm Water Pollution Prevention Plan developed by Others.

The design and installation of any necessary railings, fences or other protective measures as required by local, state, and federal statutes so that workers and the public are protected from falls or accidental entrance into the work site.

Water Control: All work necessary to control and maintain the site and excavation free of ground or surface water problems as they relate to HW's operations.

Prevent surface water and subsurface or groundwater from accumulating in and on project site and surrounding area. Maintain the water table at least 10 feet below the grade of the work area. Provide local disposal of wastewater created by HW's operations.

Concrete Washout: A concrete washout area shall be provided for HW use during shotcrete and grouting operations and shall be maintained by others.

Protection of Adjacent Structures: Any necessary protection of existing structures, utilities, or roadways which may affect or impede HW's work. HW has not made any allowance to minimize vibration, dust and/or noise during performance of HW's work. HW excludes all monitoring of noise, vibration, settlement, or air quality.

Traffic Control: All pedestrian and vehicular traffic control including but not limited to signs, barricades, crossings, lane closures or flagmen when required.

Utilities: HW will utilize the appropriate state's Utility Notification System to locate utilities on the site. Location, potholing, removal, or relocation of any utilities located or not by this service is the responsibility of the Owner, Developer and/or Contractor. HW will not accept any responsibility for damage to utilities not located by the one call service. Furthermore, any utilities located by the one call system that conflict with HW's activities may need to be potholed, removed or relocated at the expense of the Owner and or Contractor if HW's work cannot be adjusted. Any costs associated with the adjustment of HW's work due to utility conflicts will be the responsibility of the Owner and or Contractor.

Layout and Survey: Survey, field layout and monitoring of all necessary lines and grades from which HW's work can be established. Any post construction survey of the work or any as-builts shall also be performed by others.

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Permits and Easements: All site permits, building/shoring permits, and easements required to legally perform the work.

Construction Waste Removal: Dumpster and/or other necessary containers for typical construction waste/debris/trash and removal and disposal of such materials.

Bonds: The cost of a bond premium is not included in the contract price. If desired by and paid by the Contractor, HW will furnish a Payment and Performance Bond if paid for at cost.

Sanitary Facilities: On-site sanitary facilities for the use of HW employees.

Holiday and Sunday Work: Due to the unknown start date of this work, no holiday or Sunday pay, or travel is included in HW's pricing under this proposal. HW shall be compensated for all costs including markup associated with holiday or Sunday pay or travel expenses from delays beyond HW's control or requests to work which extend project schedule over holiday or Sunday periods.

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Labor Affiliations: This proposal is made with the understanding that HW will employ open shop labor. If union labor must be used the client will pay for any cost differential.

Vibration Liability: HW cannot accept any liability for disturbance to existing structures and their inhabitants on or near the site. HW requires that the Owner/General Contractor indemnify HW against all claims for such disturbances and also take precautions as necessary to avoid any such claims. This may include vibration monitoring, excavating trenches around the affected area, etc.

Hazardous Material: In the event that HW encounters any hazardous or contaminated material on the site that has not been rendered harmless, HW shall immediately stop work in the area affected and report the condition in writing to the Owner and Engineer. To the fullest extent permitted by law, the Owner and Contractor shall indemnify and hold harmless HW, their agents, consultants, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of or resulting from performance of the work in the affected area.

The following additional terms and conditions will apply to the proposed work:

Delay Damages: The [Owner or Contractor] shall not be entitled to any liquidated damage, consequential damage, other direct/indirect damages, or other time related penalties arising from the work.

Confidentiality: All specifications, drawings, pricing, and technical data submitted by HW are to be treated as confidential and shall not be used for any purpose other than the evaluation of this bid, nor shall such information be disclosed to any third party for any purposes without the express written consent of HW. Such information shall remain HW's property and be returned to HW upon demand.

Period of Acceptance: This Proposal is offered for acceptance for a period of **30 days**.

Exclusions: Any items of work not specifically included in this proposal shall not be the responsibility of HW.

GENERAL TERMS AND CONDITIONS

Payment Terms: Progress payments will be submitted monthly and shall be payable within 30 days of the invoice date. An interest charge of 1-1/2% percent per month will be added to invoice amounts not paid within 30 days from date of invoice. All costs of collection, including attorneys' fees and court costs, will be added to unpaid invoice amount.

All other amounts due, including retention (if applicable and maximum of 5%), will be paid in full within 90 days of substantial completion of HW's work, regardless of the anticipated project completion date. Substantial completion shall not include removal items if applicable.

HW has excluded any cost or charges associated with electronic billing/payment services. All such costs/charges to be borne by Prime Contractor or invoiced by HW as extra work.

Changed Conditions: Notwithstanding all clauses of this contract, if HW, during its work, encounters 1) subsurface conditions or latent physical conditions which differ from those indicated in this Agreement, or 2) unknown physical conditions of an unusual nature, differing from those ordinarily encountered, then HW shall be entitled to an equitable price and schedule adjustment to compensate it for such changed condition.

Full Compensation: It is understood that HW will receive full compensation for its work, as set forth in the schedule of prices above for all work performed to the satisfaction of the Owner and/or Contractor regardless of any adjustments, or audits made by the Owner and/or Contractor due to the “Change Order” or “Claim” nature of the work.

Insurance: HW will provide the following insurances within limits as shown.

Comprehensive General Liability:	\$1,000,000.00
(Combined Single Limit, Bodily Injury and Property Damage)	
Automobile Liability:	\$1,000,000.00
(Combined Single Limit, Bodily Injury and Property Damage)	
Workman’s Compensation:	Statutory

OCIP/CCIP: Notwithstanding any provisions of the OCIP/CCIP for the project to the contrary, neither HW nor its insurer(s) shall be obligated to contribute to any claim made to or under the OCIP/CCIP. Contractor or Owner shall represent HW in connection with any claim(s) to or under the OCIP/CCIP. Further, should the OCIP/CCIP be cancelled, or not afford coverage for a claim, neither HW nor its insurer(s) shall be obligated to contribute to the defense or indemnification of Contractor or Owner on any basis, whether primary or excess. Specifically, neither HW nor its insurer(s) shall have any obligation to defend or indemnify Contractor or Owner against any claim that is not covered by the OCIP/CCIP or any claim(s) that are covered by the OCIP/CCIP or any claim(s) that would have been covered by the OCIP for the project but for its termination, cancellation, or exhaustion.

Force Majeure: HW cannot accept any liability for default or delay in the completion of the work when caused by strike, riot, war, pandemic, Act of God, or other similar circumstances beyond HW control.

Limitation of Liability: HW does not accept liability for any damage to the structure, landscaping, utilities, french drains, septic systems, wells, physical installations, and/or any consequential damages that may result from the performance of the work. All private utilities (including any utilities left in place) and other services shall be located, exposed, and shown to our on-site representative by Others prior to commencement of work.

Liability: No liability can be accepted by HW, nor shall HW accept as in any way responsibility for defects of any kind whatsoever arising from a cause which is outside HW’s immediate control or knowledge, or for any fault in the junction between HW’s work and subsequent work carried out by others. HW shall be named additional insured on Builders Risk insurance obtained for the project.

Indemnity: Subject to the terms of the Liability Clause above, and to the correct soil conditions having been provided to us prior to our work, HW shall insure, indemnify and hold harmless the Owner and their employees from and against all claims, damages, losses, and expenses, including attorney’s fees, but only to the extent of the proportional negligence of HW, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to the injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and only to the extent such claim is covered under the General Liability Policy of HW.

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 722-0786



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

MEMORANDUM

Date: May 9, 2025
To: Deadwood Historic Preservation Commission
From: Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer
Bonny Anfinson, Program Coordinator
Re: Days of '76 Inc. Cabin Not-for-Profit Grant Request

The Days of '76 Inc. has submitted a Not-for-Profit grant to restore the exterior of the historic log cabin. The total cost of this project is \$16,710.00.

Per the Deadwood Not-For-Profit Grant Policy Guidelines, qualified organizations may be eligible for a grant of up to \$10,000 per year not to exceed \$50,000 in a five-year period. Per these guidelines they have \$50,000.00 available.

The applicant and project qualify under the current guidelines as set forth in the adopted application from the Deadwood Historic Preservation Commission. The Projects Committee reviewed this request and recommended approving the grant request to the Days of '76 Inc. in the amount of \$16,710.00 for exterior repairs to the log cabin.

RECOMMENDATION: Move to recommend to the City Commission to approve the Not-For-Profit grant to Days of '76 Inc. in the amount of \$16,710.00 for exterior repairs to the log cabin.

GRANT FUND –
SITE NOT ELIGIBLE FOR STATE TAX MORATORIUM

APPLICATION # _____

DEADWOOD HISTORIC PRESERVATION COMMISSION

DEADWOOD NOT-FOR-PROFIT GRANT PROGRAM FOR
SITES NOT ELIGIBLE FOR STATE PROPERTY TAX MORATORIUM

Application

The Deadwood Historic Preservation Commission reviews all applications. Please read the attached Policy Guidelines and provide the requested information below.

1. Property Address:

50 Crescent Dr	Deadwood	SD	57732
Street	City	State	Zip

2. Applicant Details:

TODAY'S DATE: 05/01/2025

Deadwood Days of '76 Inc	605-920-1116	deadwoodcr@gmail.com
Name	Daytime Telephone	E-mail Address
PO Box 391	Deadwood	SD 57732
Street	City	State Zip

3. Owner of Property**:

****NOTE:** Applicant must own/retain property;

OR

Applicant must be leasing or renting the property and have written permission from the owner to conduct the work;

OR

Applicant must have a firm written commitment with the owner to purchase the property.

(Complete 'Owner of Property' only if different from that of applicant)

Same

Name	Daytime Telephone	E-mail Address
Street	City	State Zip

GRANT FUND –
SITE NOT ELIGIBLE FOR STATE TAX MORATORIUM

1. Property Address

50 Crescent Dr	Deadwood	SD	57732
Street	City	State	Zip

2. Description of work to be performed as part of this project:

In an effort to preserve the historic log cabin that's utilized as a campground office, we would like to power wash and stain all exterior logs and replace a section of the porch railing that is deteriorating.

3. Project budget – itemized and showing disbursement of funding

Description <i>(i.e. roof)</i>	Grant	Total
Power wash/stain	\$	\$ 11,860.00
Replace railing section	\$	\$ 4,850.00
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total:	\$ 0.00	\$ 16,710.00

4. Total Project Cost: \$ 16,710.00 **Grant Amount:** \$ 0.00

*GRANT FUND –
SITE NOT ELIGIBLE FOR STATE TAX MORATORIUM*

The following information must be presented with this application as attachments before being reviewed by the Deadwood Historic Preservation Commission (incomplete applications will not be reviewed)

- a. Floor plan(s) (when necessary)
- b. Site plan(s) (when necessary)
- c. Photographs
- d. Copy of deed or notarized letter of authorization
- e. Verification of listing on or eligibility for listing on the National Register of Historic Places
- f. Submission of specifications and contracts

JORGENSEN LOG HOMES INC.

11961 Pleasant Valley Road Custer, SD 57730

605-673-2720

Jloghomes@gwtc.net

ESTIMATE PREPARED FOR:

March 19, 2025

Days of '76 Campground

ATTN: Shana

50 Crescent Dr

Deadwood, SD 57732

605-920-0502

Daysof76rvpark@gmail.com

LOCATION: Days of '76 Campground

DESCRIPTION OF WORK TO BE PERFORMED: Jorgensen Log Homes, Inc. proposes to provide material and labor for the following:

ESTIMATE:

Powerwash and stain log walls, log posts and rails	\$ 11,860.00
Replace (4) 5' posts and 4 sections of rail	\$ 4,850.00

All work to be performed in a quality workmanlike manner.
All costs are subject to Applicable South Dakota State Sales and Excise Tax.

Date: May 07, 2025

Case No. 250068
Address: 24 McKinley
St.

Staff Report

The applicant has submitted an application for Project Approval for work at 24 McKinley St., a noncontributing structure located in the Large's Flat Planning Unit in the City of Deadwood.

Applicant: James Lee
Owner: LEE, JAMES & LAURA0
Constructed: c 1935

CRITERIA FOR THE ISSUANCE OF A PROJECT APPROVAL

The Historic Preservation Commission shall use the following criteria in granting or denying the Project Approval:

General Factors:

1. Historic significance of the resource:

This address is listed in the 1935 telephone directory, indicating its construction by that date. However, the house has sustained several alterations during the modern era, including installation of T-1-11-siding and a new casement window in the front and construction of a very large, shed-roofed carport to the left. Because of these changes, the building cannot currently contribute to the Deadwood National Historic Landmark District.

2. Architectural design of the resource and proposed alterations:

The applicant is requesting permission to replace the front picture window.

Attachments: No

Plans: No

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 State and National Register Historic Districts or the Deadwood National Historic Landmark District.



Motions available for commission action:**A: If you, as a commissioner, have determined the Project DOES NOT Encroach Upon, Damage or Destroy a historic property then:**

Based upon all the evidence presented, I find that this project **DOES NOT** encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places, and therefore move to grant a project approval.

If you, as a commissioner, have determined the Project will Encroach Upon, Damage or Destroy a historic property then:**B: First Motion:**

Based upon all the evidence presented, I move to make a finding that this project **DOES** encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places. [If this, move on to 2nd Motion and choose an option.]

C: Second Motion:

Option 1: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **NOT ADVERSE** to Deadwood and move to **APPROVE** the project as presented.

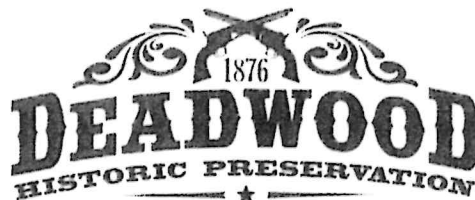
OR

Option 2: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **ADVERSE** to Deadwood and move to **DENY** the project as presented.

OR

Option 3: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **ADVERSE** to Deadwood, but the applicant has explored **ALL REASONABLE AND PRUDENT ALTERNATIVES**, and so I move to **APPROVE** the project as presented.

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



Section 8 Item a.

FOR OFFICE USE ONLY	
Case No.	<u>250068</u>
<input checked="" type="checkbox"/> Project Approval	
<input type="checkbox"/> Certificate of Appropriateness	
Date Received	<u>4/22/25</u>
Date of Hearing	<u>5/14/25</u>

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: 241 McKinley St

Historic Name of Property (if known):

APPLICANT INFORMATION

Applicant is: ☒ owner ☐ contractor ☐ architect ☐ consultant ☐ other _____

Owner's Name: James Lee

Address: _____

City: Deadwood State: SD Zip: 57732

Telephone: _____ Fax: _____

E-mail: _____

Architect's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

E-mail: _____

Contractor's Name: Self

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 checked="" 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"/> Porch/Deck |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Awning | <input type="checkbox"/> Sign | <input type="checkbox"/> Fencing |

FOR OFFICE USE ONLY

Case No. _____

ACTIVITY: (CHECK AS APPLICABLE)				
Project Start Date: <u>4-26-25</u>		Project Completion Date (anticipated): _____		
<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"/> Material	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear	<input type="checkbox"/> Alteration to roof
<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 checked="" type="checkbox"/> WINDOWS	<input type="checkbox"/> STORM WINDOWS	<input type="checkbox"/> DOORS	<input type="checkbox"/> STORM DOORS	
	<input type="checkbox"/> Restoration	<input checked="" type="checkbox"/> Replacement	<input type="checkbox"/> New	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear	
Material <u>vinyl</u> Style/type <u>slider</u>				
<input type="checkbox"/> PORCH/DECK	<input type="checkbox"/> Restoration	<input type="checkbox"/> Replacement	<input type="checkbox"/> New	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear	
Note: Please provide detailed plans/drawings				
<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 in detail, 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. 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. Describe in detail below (add pages as necessary).

Replace window

FOR OFFICE USE ONLY

Case No. _____

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.

_____ SIGNATURE OF OWNER(S)	4-22-25 _____ DATE	_____ SIGNATURE OF AGENT(S)	_____ DATE
_____ SIGNATURE OF OWNER(S)	_____ DATE	_____ SIGNATURE OF AGENT(S)	_____ DATE
_____ SIGNATURE OF OWNER(S)	_____ DATE	_____ SIGNATURE OF AGENT(S)	_____ DATE

APPLICATION DEADLINE

This form and all supporting documentation **MUST** arrive by 5:00 p.m. on the 1st or 3rd 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.

Date: May 08, 2025

Case No. 250069
Address: 39 Centennial

Staff Report

The applicant has submitted an application for Project Approval for work at 39 Centennial, a Contributing structure located in the Forest Hill Planning Unit in the City of Deadwood.

Applicant: James Buttke
Owner: BUTTKE, JAMES E0
Constructed: 1890

CRITERIA FOR THE ISSUANCE OF A PROJECT APPROVAL

The Historic Preservation Commission shall use the following criteria in granting or denying the Project Approval:

General Factors:

1. Historic significance of the resource:

This building is a contributing resource in the Deadwood National Historic Landmark District. It is significant for its historic association with the founding and initial period of growth of the town of Deadwood. Spurred by the tremendous mining boom of 1876, Deadwood grew quickly and became the first major urban center of western South Dakota. Deadwood's economic prominence during the late 1800s and early 1900s was reflected by the construction of a number of large residences such as this one. These houses displayed a variety of architectural styles: Queen Anne, Second Empire, Colonial, and even Gothic variants are found locally. Together, these houses are among the strongest reminders of Deadwood's nineteenth-century boom.

2. Architectural design of the resource and proposed alterations:

The applicant is requesting permission to remove upper porch rail which is very rotted and not historic. Replace with much smaller upper railed in area only around upper door. Replace lower plywood posts with solid cedar 6"x6" posts with two added posts and solid cedar beam under porch roof supported by new posts. Lower posts are also starting to rot. Plan is to use iron railing for upper railed in area around upper door.

Attachments: Yes

Plans: Yes

Photos: Yes

Staff Opinion:

In review of the Sanborn Fire Insurance maps, the first coverage of this area is 1903 which shows the front porch. The wrap-around side porch was added between 1915 and 1923. The deck of the main floor of the front porch and presumably the balustrade balcony was removed and rebuilt in the configuration shown today.

The original configuration and post design has not been researched at this time due to meeting and conference schedules. As such, staff opinion is that the current configuration is appropriate but the proposed 6x6 post and smaller balcony with metal railing will not be appropriate. Until a photograph is found, staff is not comfortable recommending approval or rendering an opinion that the proposed work and changes do not encroach upon, damage or destroy a historic resource or have an adverse

effect on the character of the building or the historic character of the State and National Register Historic Districts or the Deadwood National Historic Landmark District.



Motions available for commission action:

A: If you, as a commissioner, have determined the Project **DOES NOT** Encroach Upon, Damage or Destroy a historic property then:

Based upon all the evidence presented, I find that this project **DOES NOT** encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places, and therefore move to grant a project approval.

If you, as a commissioner, have determined the Project will Encroach Upon, Damage or Destroy a historic property then:

B: First Motion:

Based upon all the evidence presented, I move to make a finding that this project **DOES** encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places. [If this, move on to 2nd Motion and choose an option.]

C: Second Motion:

Option 1: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **NOT ADVERSE** to Deadwood and move to **APPROVE** the project as presented.

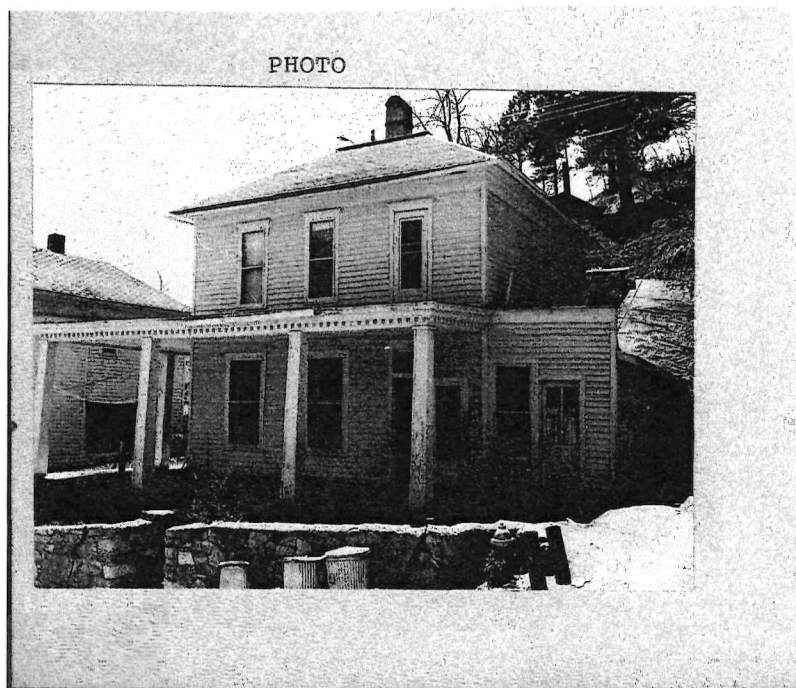
OR

Option 2: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **ADVERSE** to Deadwood and move to **DENY** the project as presented.

OR

Option 3: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **ADVERSE** to Deadwood, but the applicant has explored **ALL REASONABLE AND PRUDENT ALTERNATIVES**, and so I move to **APPROVE** the project as presented.

HISTORIC PHOTO



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



FOR OFFICE USE ONLY	
Case No.	250069
<input type="checkbox"/> Project Approval	
<input type="checkbox"/> Certificate of Appropriateness	
Date Received	5/5/25
Date of Hearing	5/14/25

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:	39 Centennial
Historic Name of Property (if known):	

APPLICANT INFORMATION	
Applicant is:	<input checked="" type="checkbox"/> owner <input type="checkbox"/> contractor <input type="checkbox"/> architect <input type="checkbox"/> consultant <input type="checkbox"/> other

Owner's Name:	James Buttkke		
Address:			
City:	Spaulding	State:	SD
Zip:	57783		
Telephone:		Fax:	
E-mail:	jbuttkke@spaulding-sd.gov		

Architect's Name:	James Buttkke		
Address:			
City:		State:	
Zip:			
Telephone:		Fax:	
E-mail:			

Contractor's Name:	James Buttkke		
Address:			
City:		State:	
Zip:			
Telephone:		Fax:	
E-mail:			

Agent's Name:			
Address:			
City:		State:	
Zip:			
Telephone:		Fax:	
E-mail:			

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

Updated October 9, 2019

FOR OFFICE USE ONLY

Case No. _____

ACTIVITY: (CHECK AS APPLICABLE)				
Project Start Date: <u>May 2025</u>		Project Completion Date (anticipated): <u>July 2025</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"/> Material	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear	<input type="checkbox"/> Alteration to roof
<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 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 type="checkbox"/> Side(s)	<input type="checkbox"/> Rear	
Material _____		Style/type _____		
<input checked="" type="checkbox"/> PORCH/DECK	<input checked="" type="checkbox"/> Restoration	<input type="checkbox"/> Replacement	<input type="checkbox"/> New	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear	
Note: Please provide detailed plans/drawings				
<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

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Failure to supply adequate documentation could result in delays in processing and denial of the request. Describe in detail below (add pages as necessary).

Remove upper porch rail which is very rotted and not historic. Replace with much smaller upper railed in area only around upper door. Replace lower plywood posts with solid cedar 6"x6" posts with two added posts and solid cedar beam under porch roof supported by new posts. Lower posts are also starting to rot. Plan is to use iron railing for upper railed in area around upper door.

FOR OFFICE USE ONLY
Case No. _____

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.

SIGNATURE OF OWNER(S)

DATE

SIGNATURE OF AGENT(S)

DATE

SIGNATURE OF OWNER(S)

DATE

SIGNATURE OF AGENT(S)

DATE

SIGNATURE OF OWNER(S)

DATE

SIGNATURE OF AGENT(S)

DATE

APPLICATION DEADLINE

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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.

37 Centennial

Old
look



New
look



Smaller
upper rail
in area just
around the
upper door.
Approx size
8' wide by
6' deep.

6x6" cedar posts
with cedar support beam under porch roof.

Date: May 08, 2025

Case No. 250070
Address: 52 Van Buren

Staff Report

The applicant has submitted an application for Project Approval for work at 52 Van Buren, a Contributing structure located in the Ingleside Planning Unit in the City of Deadwood.

Applicant: Benjamin Greenlee

Owner: GREENLEE, BENJAMIN B TRUSTEE GREENLEE, SHERI L TRUSTEE

Constructed: 1935

CRITERIA FOR THE ISSUANCE OF A PROJECT APPROVAL

The Historic Preservation Commission shall use the following criteria in granting or denying the Project Approval:

General Factors:

1. Historic significance of the resource:

This building is a contributing resource in the Deadwood National Historic Landmark District. It is significant for its historic association with early twentieth-century economic activity in the town of Deadwood. In general, this was a period of economic stagnation for the Deadwood region, and relatively few new buildings were constructed in the town. Of the houses which were constructed, however, nearly all displayed elements of the Craftsman architectural style. This mirrored national architectural trends of the period.

2. Architectural design of the resource and proposed alterations:

The applicant has submitted an application to replace the siding. When remodeling the interior, we found black mold on the exterior walls. This is due to inadequate vapor barriers on the exterior. The only way to prevent this from happening again is to replace the siding. The existing siding is also brittle with some rotting and won't take paint. This is a health safety issue that must be corrected.

Attachments: Yes

Plans: No

Photos: Yes

Staff Opinion:

The Historic Preservation Commission reviewed a request to replace the siding at the April 9, 2025 meeting. The request was approved contingent upon the project being repaired rather than replaced using wood siding with the same reveal.

The applicant is now stating that the siding needs to be removed because of mold which was not presented in their previous application nor was it discussed or witnessed when staff did a site visit of the siding project. The applicant has submitted pictures of the interior sheathing when the applicant was remodeling the interior. The City Building Inspector did inspections during the remodel process and took photos of the exposed sheathing and exterior window installation which are included in this staff report. Additional photos from the proposed contractor show poor siding repairs above windows, which is a result of the replacement windows being installed which were smaller than the original windows.

The self-reported mold (no test results submitted) was apparently treated when the walls were opened during the interior remodel. The photos appear to show staining in the attic likely a result of leaking roof.

Staff still believe the siding can be repaired in small areas of the resource; however, if approved for replacement, the siding should be smooth and match the original reveal and trim details.

The proposed work and changes does damage or destroy a historic resource by losing the original material which can be restored but would not have an adverse effect on the character of the building or the historic character of the State and National Register Historic Districts or the Deadwood National Historic Landmark District.



Motions available for commission action:**A: If you, as a commissioner, have determined the Project DOES NOT Encroach Upon, Damage or Destroy a historic property then:**

Based upon all the evidence presented, I find that this project **DOES NOT** encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places, and therefore move to grant a project approval.

If you, as a commissioner, have determined the Project will Encroach Upon, Damage or Destroy a historic property then:**B: First Motion:**

Based upon all the evidence presented, I move to make a finding that this project **DOES** encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places. [If this, move on to 2nd Motion and choose an option.]

C: Second Motion:

Option 1: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **NOT ADVERSE** to Deadwood and move to **APPROVE** the project as presented.

OR

Option 2: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **ADVERSE** to Deadwood and move to **DENY** the project as presented.

OR

Option 3: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **ADVERSE** to Deadwood, but the applicant has explored **ALL REASONABLE AND PRUDENT ALTERNATIVES**, and so I move to **APPROVE** the project as presented.

BUILDING INSPECTOR PHOTOS

9/3/24























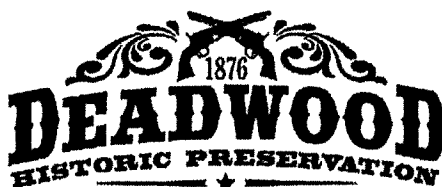








OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



FOR OFFICE USE ONLY	
Case No.	250070
<input checked="" type="checkbox"/> Project Approval	
<input type="checkbox"/> Certificate of Appropriateness	
Date Received	5/8/25
Date of Hearing	5/14/25

City of Deadwood Application for Project Approval OR Certificate of Appropriateness

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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: <u>52 Van Buren</u>
Historic Name of Property (if known):

APPLICANT INFORMATION
Applicant is: <input checked="" type="checkbox"/> owner <input type="checkbox"/> contractor <input type="checkbox"/> architect <input type="checkbox"/> consultant <input type="checkbox"/> other _____

Owner's Name: _____ Address: _____ City: <u>Bridgewater</u> State: <u>SD</u> Zip: <u>57319</u> Telephone: _____ Fax: _____ E-mail: _____	Architect's Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Telephone: _____ Fax: _____ E-mail: _____
--	--

Contractor's Name: <u>TBP</u> 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 checked="" type="checkbox"/> Siding	<input type="checkbox"/> Windows	<input type="checkbox"/> Porch/Deck
<input type="checkbox"/> Other _____	<input type="checkbox"/> Awning	<input type="checkbox"/> Sign	<input type="checkbox"/> Fencing

FOR OFFICE USE ONLY

Case No. _____

ACTIVITY: (CHECK AS APPLICABLE)				
Project Start Date: _____		Project Completion Date (anticipated): _____		
<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"/> Material	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear	<input type="checkbox"/> Alteration to roof
<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 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 type="checkbox"/> Side(s)	<input type="checkbox"/> Rear	
Material _____ Style/type _____				
<input type="checkbox"/> PORCH/DECK	<input type="checkbox"/> Restoration	<input type="checkbox"/> Replacement	<input type="checkbox"/> New	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear	
Note: Please provide detailed plans/drawings				
<input type="checkbox"/> SIGN/AWNING	<input type="checkbox"/> New	<input type="checkbox"/> Restoration	<input type="checkbox"/> Replacement	
Material _____ Style/type _____ Dimensions _____				
<input checked="" type="checkbox"/> OTHER – Describe in detail below or use attachments				

DESCRIPTION OF ACTIVITY

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FOR OFFICE USE ONLY

Case No. _____

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.

SIGNATURE OF OWNER(S)

DATE

SIGNATURE OF AGENT(S)

DATE

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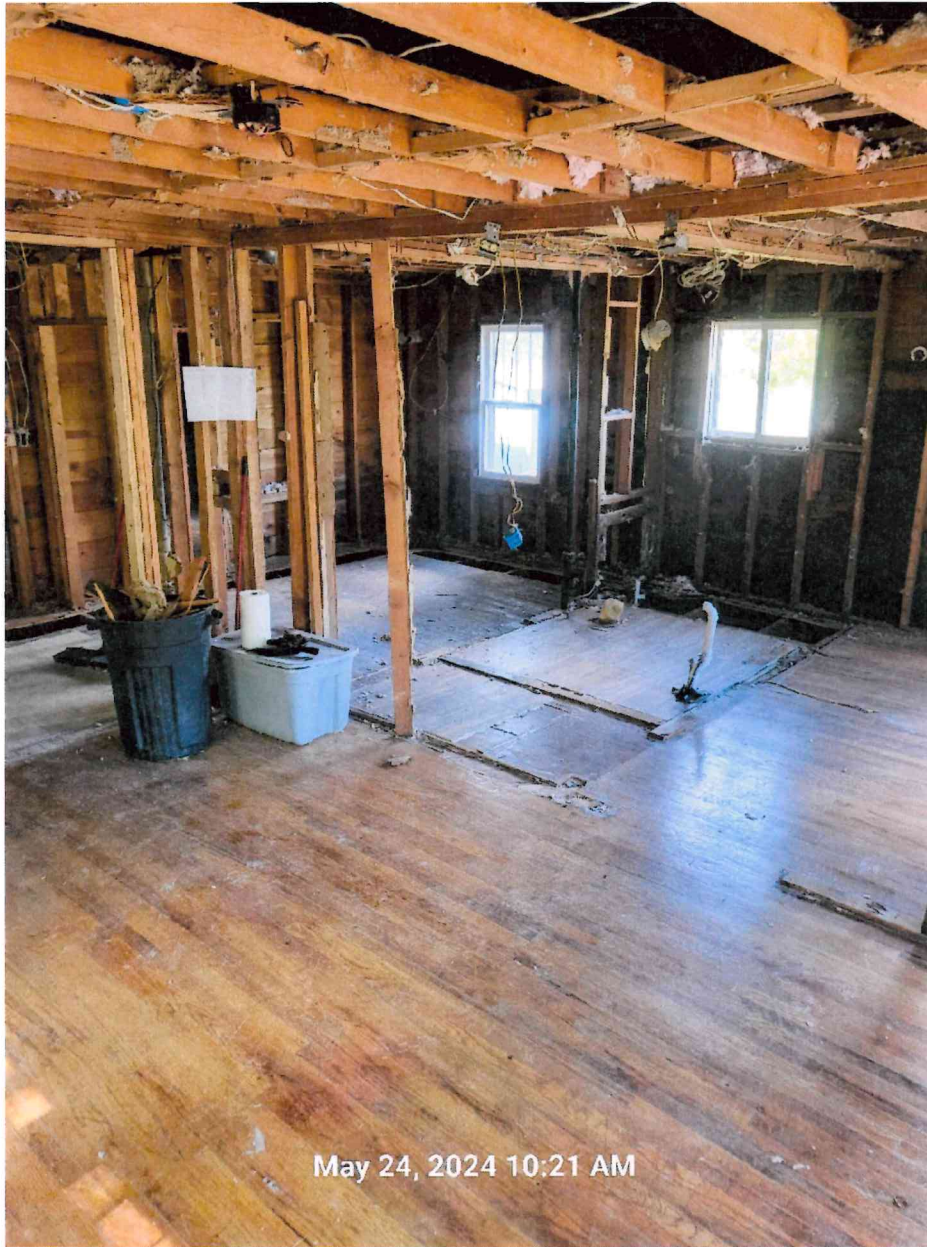
APPLICATION DEADLINE

This form and all supporting documentation **MUST** arrive by 5:00 p.m. on the 1st or 3rd 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.

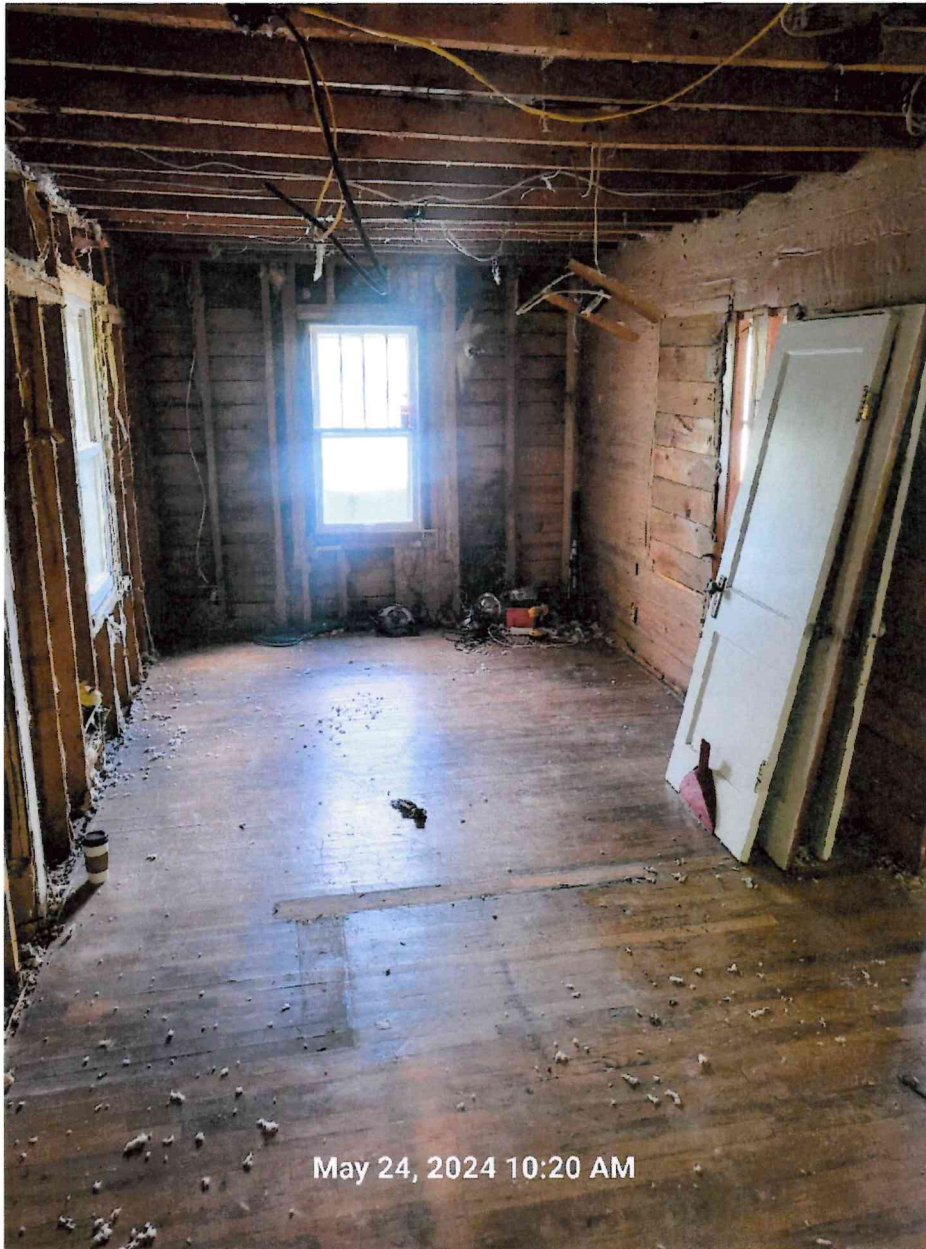
Please use the attached criteria checklist as a guide to completing the application. Incomplete applications cannot be reviewed and will be returned to you for more information. All submitted materials will be retained by the Historic Preservation Office. Do not submit your only copy of any piece of documentation.

The City of Deadwood Historic Preservation Office has numerous resources available for your assistance upon request.



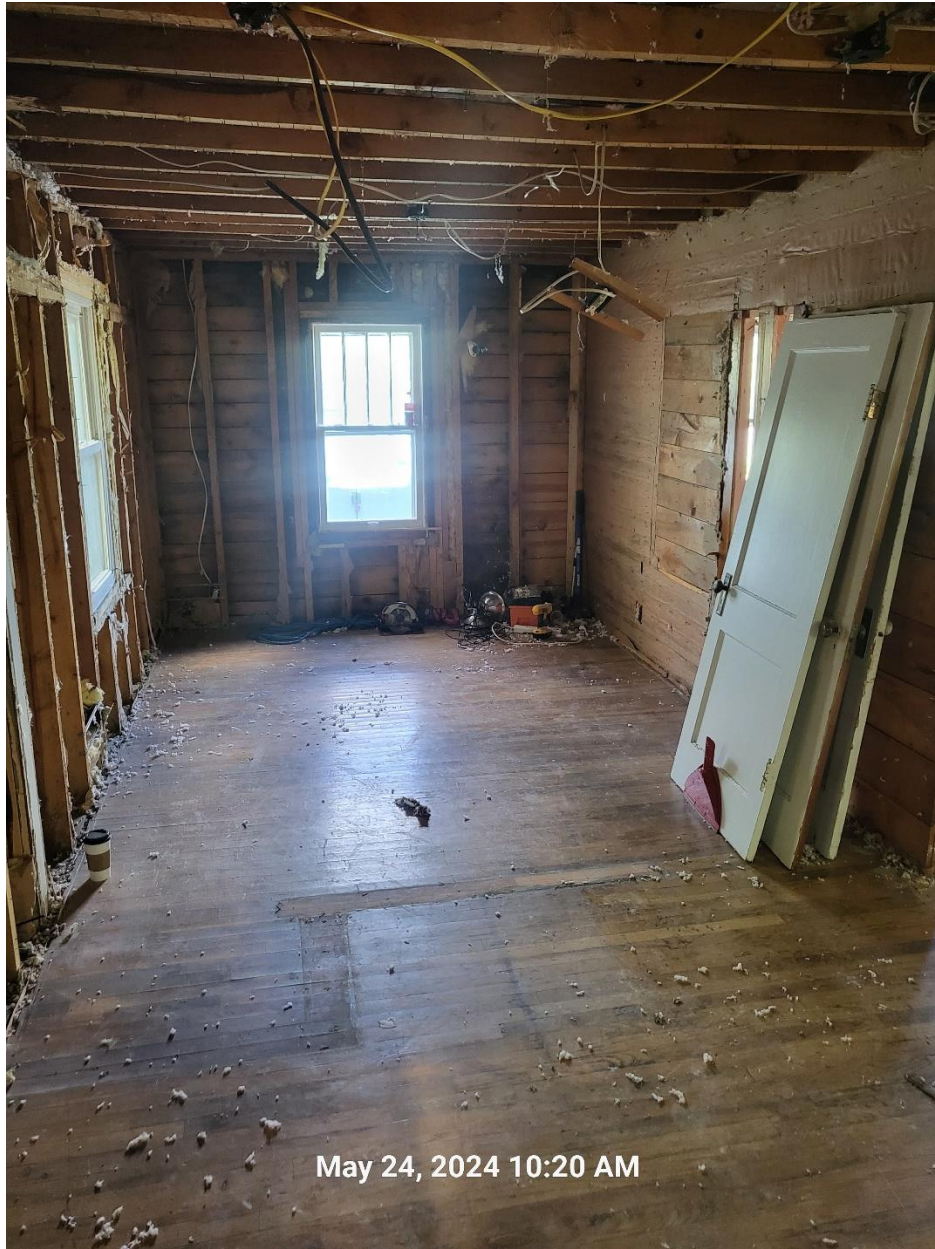


May 24, 2024 10:21 AM









May 24, 2024 10:20 AM

PHOTOS FROM A CONTRACTOR



PHOTOS FROM A CONTRACTOR



Date: May 12, 2025

Case No. 250071
Address: 846 Main St.

Staff Report

The applicant has submitted an application for Project Approval for work at 846 Main St., a Contributing structure located in the Upper Main Planning Unit in the City of Deadwood.

Applicant: Sunnyside Condo

Owner: WOZNAK, MARTIN TRUSTEWOZNAK, MARTIN JOHN REVOCABLE TRUST

Constructed: c 1890

CRITERIA FOR THE ISSUANCE OF A PROJECT APPROVAL

The Historic Preservation Commission shall use the following criteria in granting or denying the Project Approval:

General Factors:

1. Historic significance of the resource:

This building is a contributing resource in the Deadwood National Historic Landmark District. It is significant for its historic association with the founding and initial period of growth of the town of Deadwood. Spurred by the tremendous mining boom of 1876, Deadwood grew quickly and became the first major urban center of western South Dakota. Deadwood's economic prominence during the late 1800s and early 1900s was reflected by the construction of a number of large residences such as this one. These houses displayed a variety of architectural styles: Queen Anne, Second Empire, Colonial, and even Gothic variants are found locally. Together, these houses are among the strongest reminders of Deadwood's nineteenth-century boom.

2. Architectural design of the resource and proposed alterations:

The applicant is requesting permission to repair rot at the bottom 2x band boards. It will be replaced with 2x James Hardie Cement Board. For the building roof lines, gutter apron and fascia, finish some white metal flashing to maintain all historical lines while also helping to attain a maintenance free exterior cladding. Another detail will be the window and door trim. Add a white metal flashing wrap to three sides of the openings to eliminate maintenance such as paint.

Attachments: Yes

Plans: No

Photos: Yes

Staff Opinion:

The ownership group is attempting to create a maintenance free exterior of the structure. Wrapping windows can have pros and cons but typically it is not a preservation approach which is acceptable. Without proper sealant, moisture can penetrate the window and rot the window sill without knowledge of the owner. This will require annual inspection and replacement of the sealant on a regular basis, thus not meeting the maintenance free expectations. Additionally, the metal rapping of trim is susceptible to denting from hail. Staff acknowledges some of the trim is wrapped with metal from a previous renovation; however, the sealant seems to have deteriorated and metal slopes back toward the glazing. The wrapping of the windows and fascia/soffit with aluminum does not meet the Secretary of Interior standards.

Because the proposed work does not meet the standards, it is staff's opinion, the proposed work and changes does damage and destroy the historic materials of the resource and may have an adverse effect on the character of the building or the historic character of the State and National Register Historic Districts or the Deadwood National Historic Landmark District.



Motions available for commission action:

A: If you, as a commissioner, have determined the Project **DOES NOT** Encroach Upon, Damage or Destroy a historic property then:

Based upon all the evidence presented, I find that this project **DOES NOT** encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places, and therefore move to grant a project approval.

If you, as a commissioner, have determined the Project will Encroach Upon, Damage or Destroy a historic property then:

B: First Motion:

Based upon all the evidence presented, I move to make a finding that this project **DOES** encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places. [If this, move on to 2nd Motion and choose an option.]

C: Second Motion:

Option 1: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **NOT ADVERSE** to Deadwood and move to **APPROVE** the project as presented.

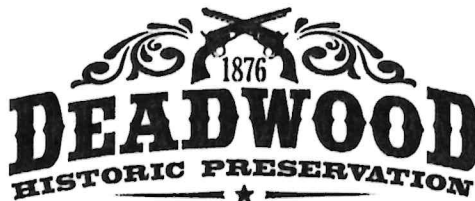
OR

Option 2: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **ADVERSE** to Deadwood and move to **DENY** the project as presented.

OR

Option 3: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **ADVERSE** to Deadwood, but the applicant has explored **ALL REASONABLE AND PRUDENT ALTERNATIVES**, and so I move to **APPROVE** the project as presented.

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



FOR OFFICE	Section 8 Item d.
Case No. <u>250071</u>	
<input checked="" type="checkbox"/> Project Approval	
<input type="checkbox"/> Certificate of Appropriateness	
Date Received <u>5/4/25</u>	
Date of Hearing <u>5/14/25</u>	

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: <u>846 Main Street Deadwood, SD 57732</u>
Historic Name of Property (if known): <u>Sunny Side HOP</u>

APPLICANT INFORMATION
Applicant is: <input checked="" type="checkbox"/> owner <input type="checkbox"/> contractor <input type="checkbox"/> architect <input type="checkbox"/> consultant <input type="checkbox"/> other _____

Owner's Name: <u>Sunnyside Corro</u>
Address: <u>846 Main Street</u>
City: <u>Deadwood</u> State: <u>SD</u> Zip: <u>57732</u>
Telephone: _____
E-mail: _____

Architect's Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
E-mail: _____

Contractor's Name: <u>Anthony Lapov</u>
Address: <u>101</u>
City: <u>Spearfish</u> State: <u>SD</u> Zip: <u>57763</u>
Telephone: _____
E-mail: <u>lapov@spearsfish.com</u>

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 checked="" type="checkbox"/> General Maintenance	<input type="checkbox"/> Siding	<input type="checkbox"/> Windows	<input type="checkbox"/> Porch/Deck
<input type="checkbox"/> Other _____	<input type="checkbox"/> Awning	<input type="checkbox"/> Sign	<input type="checkbox"/> Fencing

FOR OFFICE USE ONLY
Case No. _____

ACTIVITY: (CHECK AS APPLICABLE)				
Project Start Date: _____		Project Completion Date (anticipated): _____		
<input type="checkbox"/> ALTERATION	<input checked="" type="checkbox"/> Front	<input checked="" type="checkbox"/> Side(s)	<input checked="" 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"/> Material	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear	<input type="checkbox"/> Alteration to roof
<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 type="checkbox"/> DOORS	<input type="checkbox"/> STORM DOORS	
	<input checked="" type="checkbox"/> Restoration	<input type="checkbox"/> Replacement	<input type="checkbox"/> New	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear	
Material _____ Style/type _____				
<input type="checkbox"/> PORCH/DECK	<input type="checkbox"/> Restoration	<input type="checkbox"/> Replacement	<input type="checkbox"/> New	
	<input type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input type="checkbox"/> Rear	
Note: Please provide detailed plans/drawings				
<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 in detail, 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. 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. Describe in detail below (add pages as necessary).

See attachment submitted

FOR OFFICE USE ONLY

Case No. _____

SIGNATURES

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May 2025

To: Bonnie & Kevin

From: AloRadon

Re: 846 Main St (Sunnyside Condos)

For the project submitted for Historical the HOA has decided to do some rot repairs at the bottom 2x band board. The homeowners are trying to fix any rot problems then go back with materials that hopefully stand the test of weather and time.

For the buildings roof line (gutter apron and fascia the HOA is attempting to finish some white metal flashing to maintain all historical lines while also helping to attain a maintenance free exterior cladding.

Another detail will be the window and door trim where the owners would like to add a white metal flashing wrap to three sides of the openings again hoping to eliminate maintenance like paint into the future.

The Sunnyside HOA is entertaining splitting the project up into a multi year project to spread any larger costs over time.

All exterior repairs will be the same white color or painted white to match.

LABOR & MATERIAL CONTRACT



JOB# _____

Section 8 Item d.

Date 1/24/2025

**FINAL COST WILL BE DETERMINED BY TOTAL
USE OF MATERIAL AND LABOR TIME**

"Your Local Window, Gutter, Roofing & Siding Experts"

Contract submitted to: Anthony Lapov	Cell Phone: (605) 639-3253	Estimator Jason Meverden
Job site address: 846 Main St.	City, State, ZIP: Deadwood, SD 57732	
Billing address: 846 Main St.	City, State, ZIP: Deadwood, SD 57732	
Email: alapov@aloradon.com	Would you like your gutters cleaned for \$100? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

DESCRIPTION OF REPAIR NEEDED / SEE PICT. ☒

This is a labor and material estimate for the R&R of all existing PVC outside corners on the home, roughly 263 LF of outside corners, requiring 25 new 3.5" x 3.5" custom JH corners. This accounts for the complete replacement, including new caulking to the existing siding.

LOCATION ON HOUSE: All outside corners on home

MATERIAL: 25 Outside JH Custom Corners (3.5" x 3.5") & 12 Tubes Caulking

ESTIMATE EXPLANATION:

25 Outside JH Custom Corners x \$300.00 (3.5" x 3.5") 12 Tubes Caulking	Material Estimate	\$ 7,620.00
Corner Removal & Installation (160 Hours x \$85.00/Hr)	Labor Estimate	\$ 13,600.00
In-House Labor, Ordering, Staging, Billing. 3 Hr	Estimated Office Time	\$ 255.00
Estimated Monthly Payments Through Financing	\$ 1,073.75	Total Estimate \$ 21,475.00

DISCUSSION WITH HOMEOWNER: _____

☐ YES ☐ NO

DATE REPAIRED _____ BY _____

LABOR HOURS _____

MATERIAL USED _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from the above specifications involving extra costs will be executed only upon written change orders, and will become an extra charge over and above the contract. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance. Home owner gives Superior Siding permission to use Before and After pictures for advertising purposes only

Authorized Signature **Jason Meverden**

Note: This contract may be withdrawn by us if not accepted within _____ days

It is agreed that if any suit, action, matter, or other proceeding is brought for nonpayment of amounts due under this contract, and if Superior Siding shall recover judgment in any sum, then it shall also recover its reasonable attorney's fees and other costs, which attorney's fees and other costs shall be entered, allowed, and paid as a part of the decree or judgment in the action, suit, or proceeding. If job is not paid in full, the warranty is null and void.

Signature _____ Date _____

Signature _____ Date _____

Acceptance of Contract-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Job # _____



Section 8 Item d.

Name Anthony LapovAddress 846 Main St.Deadwood, SD 57732Phone (605) 639-3253

"Your Local Window, Gutter, Roofing & Siding Experts"
4240 Canyon Lake Dr. • Rapid City, SD 57702
(605) 721-7684

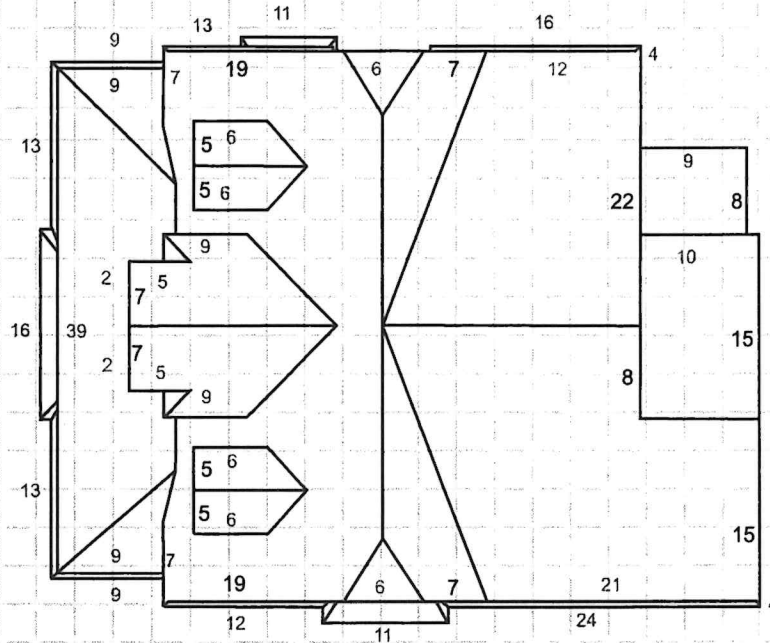
SIDING ESTIMATE FORM

☐ Lap Siding ☐ B&B ☐ G/Door Wraps ☐ Wraps/Trim RA - Roof Anchor

Measured:

Add 0% Waste:

Total:

**Detailed Notes**

Red numerals indicate 10" fascia

Black numerals indicate 6" fascia

This estimate accounts for R&R of all 8" belly band, 3.5" belly band on front, and wrapping of all fascia on structure.

Corners are accounted for on separate L&M estimate.

Woodtone 3.5" Belly
 NA Belly Band 8"

56 LF x 15.25 = **854.00**182 LF x 22.50 = **4,095.00**x = **0.00**x = **0.00**x = **0.00**29 x 312.00 = **9,048.00**x = **0.00**x = **0.00**x = **0.00**x = **0.00**x = **0.00**x = **0.00**x = **0.00**x = **0.00**x = **0.00**6 x 85.00 = **510.00**160 LF x 22.25 = **3,560.00**353 LF x 28.50 = **10,060.50**

Old _____ New _____

Lights _____ Ea

Door Bell _____ Ea Wht ☐ Brwn ☐Dryer Vents _____ Ea Wht ☐ Brwn ☐

Plug in Cover _____ Ea

Garage W/Strip @9' @16'

Color -Select-

Metal Accessories Qnty Color

Foundation Flashing:

L-Flashing:

Box Flashing:

Outside Corners:

Inside Corners:

Kickout Flashings:

Wrap/Trim**Window 27**

Color

Wrap ☒ JH ☐**Door 2**

Color

Wrap ☐ JH ☐**G/Door**

Color

Wrap ☐ JH ☐**Caulking:****Fascia**

Brand _____ In NA

Color _____

Texture _____

TEAR OFF NA

TYVEK

WRAP/TRIM

METAL ACCESSORIES

G/DOOR NA

FOUNDATION FLASHING

CUSTOM CORNERS 3.5

SOFFIT NA FASCIA NA

OUT OF TOWN NA

DUMPSTER

CUT SOFFIT NA

ROOF ANCHORS

Custom Bent 6" Fascia

Custom Bent 10" Fascia

ESTIMATED MONTHLY PAYMENT **441.56**SUB TOTAL **28,127.50**2% EXCISE TAX **574.08**TOTAL **28,701.58**PREPARED BY Jason MeverdenPH: (605) 877-6292DATE 1/16/2025

100

ESTIMATE #	DATE	EXPIRES
10453	03/06/2025	

CUSTOMER

Anthony Lapov

Fascia/Soffit Upgrade	Type	Qty	Unit
SDG/SFW - Rollex 8" Textured Fascia (Non-Stock) Custom Bent Color - TBD (White)	MTL	482	LF
Includes R&R of existing gutters.			
SDG/SFW - Rollex Aluminum Soffit Solid or Vented Color - TBD (White)	MTL	433	SF

Subtotal: \$14,359.50

Window/Door Wraps	Type	Qty	Unit
Tops and sides wraps, no sills or thresholds			
Siding - Aluminum Window Wraps Color - White Finish - WG	MTL	33	Each
Tops and sides only, no sill wraps			
Siding - Aluminum Door Wrap Color - White Finish - WG	MTL	3	Each

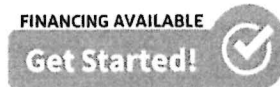
Subtotal: \$9,168.30

Base Siding Trim	Type	Qty	Unit
SDG/SFW - DiamondKote 5/4"x8"x16' Trim 2-Pack Woodgrain (Non-Stock) (Standard Colors) Color - White 175 If needed	MTL	7	Each
Siding - Hardboard Labor Remove 1 layer of siding, install housewrap, install new siding/corners/flashings/trims to code.	SUB	175	If

ESTIMATE #	DATE	EXPIRES
10453	03/06/2025	

Subtotal: \$2,951.14

Subtotal \$26,478.94
Total \$26,478.94



TERMS & CONDITIONS

THIS AGREEMENT AND ANY AGREEMENT PURSUANT HERETO IS BETWEEN BLACK HILLS EXTERIORS LLC HEREINAFTER REFERRED TO AS "COMPANY" AND THE OWNER/AGENT(S) NAMED HEREIN.

1. ALL AGREEMENTS MAY BE SUBJECT TO APPROVAL BY A MANAGER OF THE COMPANY.
2. SHOULD DEFAULT BE MADE IN PAYMENT OF THIS AGREEMENT FOR MORE THAN FIFTEEN DAYS, A LATE CHARGE EQUAL TO FIVE PERCENT OF THE AMOUNT DUE PLUS INTEREST FROM THE DATE THEREOF AT A RATE OF ONE AND ONE-HALF (1 1/2) PERCENT PER MONTH (18% PER ANNUAL) OR SUCH MAXIMUM AMOUNT ALLOWED BY LAW, AND IF PLACED IN THE HANDS IF AN ATTORNEY FOR COLLECTION, ALL ALLOWABLE ATTORNEY FEES AND LEGAL AND FILING FEES SHALL BE PAID BY THE OWNER/AGENT.
3. THE COMPANY SHALL HAVE NO RESPONSIBILITY FOR DAMAGES FROM RAIN, FIRE, TORNADO, WINDSTORM, OR OTHER PERILS, AS IS NORMALLY CONTEMPLATED TO BE COVERED BY HOMEOWNER'S INSURANCE OR BUSINESS RISK INSURANCE, OR UNLESS A SPECIFIC WRITTEN AGREEMENT BE MADE PRIOR TO COMMENCEMENT OF THE WORK.
4. THE QUOTATION ON THE FACE HEREOF DOES NOT INCLUDE EXPENSES OR CHARGES FOR BOND OR INSURANCE PREMIUMS OR COSTS BEYOND NORMAL INSURANCE COVERAGE AND ANY SUCH ADDITIONAL EXPENSES, PREMIUMS OR COSTS SHALL BE ADDED TO THE **TOTAL AGREEMENT AMOUNT**.
5. REPLACEMENT OF DETERIORATED DECKING, FASCIA BOARDS, STUDS, INSULATION, ROOF JACKS, VENTILATORS, FLASHING OR OTHER MATERIALS, UNLESS OTHERWISE STATED IN THIS AGREEMENT, ARE NOT INCLUDED AND WILL BE CHARGED AS AN EXTRA ON A TIME AND MATERIAL BASIS.
6. COMPANY RESERVES THE RIGHT TO REVOKE THIS PROPOSAL 90 DAYS FROM DATE ACCEPTED, AFTER 90 DAYS, COMPANY RESERVES THE RIGHT TO REVISE ITS PRICE IN ACCORDANCE WITH COSTS IN EFFECT AT THE TIME.
7. THE COMPANY SHALL NOT BE LIABLE FOR FAILURE OF PERFORMANCE DUE TO LABOR CONTROVERSIES, STRIKES, FIRES, WEATHER, INABILITY TO OBTAIN MATERIALS FROM USUAL SOURCES, OR ANY OTHER CIRCUMSTANCES BEYOND THE CONTROL OF THE COMPANY, WHETHER OF A SIMILAR OR DISSIMILAR NATURE.
8. ANY CODE UPGRADES THAT ARE A RESULT OF THIS PROJECT WILL RESULT IN A "**CHANGE ORDER**" AND ANY PRICE INCREASES THAT BECOME PART OF THE COMPANIES CONSTRUCTION LIABILITY ARE ACCEPTED TO BE ADDED TO THE **TOTAL AGREEMENT AMOUNT**.
9. IF ROOFING AND/OR SHEET METAL WORK IS INVOLVED, IT IS UNDERSTOOD AND AGREED THAT THE COMPANY STANDARD ROOF

ESTIMATE #	DATE	EXPIRES
10453	03/06/2025	

GUARANTEE, A COPY OF WHICH IS AVAILABLE IN THE COMPANY'S OFFICE, SHALL BE ACCEPTABLE AND THAT ALL TERMS AND PROVISIONS THEREIN SHALL PREVAIL. UNLESS OTHERWISE SPECIFICALLY AGREED TO IN WRITING PRIOR TO THE COMMENCEMENT OF THE WORK. 90# ROLL ROOFING IS NOT A WARRANT-ABLE PRODUCT AND WILL NOT BE WARRANTED AGAINST LEAKS BY THE COMPANY. HOWEVER, IF SPECIFIED IN WRITING AND SIGNED BY BOTH PARTIES, THE COMPANY WILL SERVICE THE INSTALLATION FOR A PERIOD OF ONE YEAR.

10. THE COMPANY'S LIMITED WORKMANSHIP WARRANTY ON ROOF REPLACEMENT IS INCORPORATED HEREIN. THE COMPANY IS NOT RESPONSIBLE FOR ICE DAMS (THAWING AND REFREEZING OF ICE, WATER OR SNOW) OR ANY OTHER DAMAGE ON OR BELOW THE ROOF LINE DUE TO LEAKS BY EXCESSIVE SNOW OR WIND-DRIVEN RAIN, ICE OR HAIL DURING THE PERIOD OF THE WARRANTY. EXCESSIVE WINDS IS 50 OR GREATER MPH. THE WARRANTY IS TRANSFERABLE, SEE WARRANTY FOR DETAILS.
11. IF MATERIAL HAS TO BE REORDERED OR RESTOCKED BECAUSE OF A CANCELLATION BY THE OWNER/AGENT THERE WILL BE A REORDERING OR RESTOCKING FEE EQUAL TO FIFTEEN PERCENT (15%) OF THE MATERIAL COST.
12. IF THIS AGREEMENT IS CANCELLED BY THE OWNER/AGENT, OWNER/AGENT SHALL PAY TO THE COMPANY TWENTY-FIVE PERCENT (25%) OF THE TOTAL AGREEMENT AMOUNT AS LIQUIDATED DAMAGES, NOT AS A PENALTY, AND THE COMPANY AGREES TO ACCEPT SUCH AS A REASONABLE AND JUST COMPENSATION FOR SAID CANCELLATION. THE PARTIES ACKNOWLEDGE AND AGREE THAT DAMAGES THE COMPANY MIGHT REASONABLY ANTICIPATE IN THE EVENT OF A BREACH OF THIS AGREEMENT BY THE OWNER/AGENT(S) WILL BE DIFFICULT TO ASCERTAIN AND THE AMOUNT STIPULATED HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES.
13. PAYMENT SCHEDULE; FIFTY PERCENT (50%) OF THE TOTAL AGREEMENT AMOUNT DUE BEFORE OR UPON DATE OF DELIVERY OF APPLICABLE MATERIALS. BALANCE DUE UPON COMPLETION OF WORK. ALL PAYMENTS MUST BE MADE TO THE COMPANY, ONLY PAYMENTS MADE TO AND RECEIVED BY THE COMPANY WILL BE CONSIDERED TO SATISFY THE PAYMENT OF THIS AGREEMENT. PAYMENT SCHEDULE SHALL NOT BE AMENDED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE COMPANY.
14. ALL DIRECT COSTS, OVERHEAD AND PROFIT PAID TO THE OWNER/AGENT BY THE INSURANCE PROVIDER ARE INCLUDED IN THE **AGREED AMOUNT WITH INSURANCE PROVIDER** AND ARE DUE TO THE COMPANY IN ACCORDANCE WITH THE PAYMENT SCHEDULE SET FORTH HEREIN.
15. ANY **CHANGES** APPROVED BY THE OWNER/AGENT FOR ADDITIONAL WORK OR COST INCREASES WILL BECOME PART OF THIS AGREEMENT.
16. ANY **UPGRADE(S) OR ADDITIONAL WORK REQUESTED BY OWNER/AGENT** THAT IS NOT PART OF ORIGINAL CONTRACT AMOUNT WILL BE OWNER/AGENT'S FINANCIAL RESPONSIBILITY AND WILL BECOME PART OF THIS AGREEMENT.
17. DURING THE DURATION OF THE WORK, THE OWNER/AGENT'S INSURANCE WILL BE RESPONSIBLE FOR ANY INTERIOR DAMAGE IF THE COMPANY HAS TAKEN APPROPRIATE ACTION TO PROTECT THE ROOF DURING THE REPAIR/REPLACEMENT OF THE ROOF.
18. IF THERE ARE ANY SOLAR PANELS ON THE ROOF, THE COMPANY WILL NOT BE RESPONSIBLE FOR DAMAGE DURING THE REPAIR, SO OWNER/AGENT AGREES TO HAVE SOLAR PANEL COMPANY TAKE THE APPROPRIATE ACTION TO PROTECT IT IF NECESSARY.
19. THE COMPANY IS NOT RESPONSIBLE FOR ANY PRE-EXISTING CONSTRUCTION DEFICIENCIES THAT MANIFEST THEMSELVES DURING THE CONSTRUCTION PROCESS, I.E. NAIL POPS, WOOD ROT, DECKING DEFLECTION, ETC. IF A CONSTRUCTION PROBLEM IS POINTED OUT PRIOR TO CONSTRUCTION AND COMPANY IS NOTIFIED IN WRITING, COMPANY WILL TRY TO ASSIST OWNER/AGENT TO CORRECT THE PROBLEM(S) AND WILL BE CHARGED AS AN EXTRA ON A TIME AND MATERIAL BASIS.
20. THE COMPANY WILL NOT BE RESPONSIBLE FOR THE SCRATCHING OR DENTING OF GUTTERS, OIL DROPLETS IN DRIVEWAYS, FRACTURES IN CONCRETE OR DAMAGE TO PLANTS OR SHRUBBERY.
21. ALL WORK DONE BY HIRED SUBCONTRACTORS THAT RESULTS IN FAILURE OF PRODUCT BECAUSE OF INSTALLATION OR WORKMANSHIP WILL BE HANDLED LEGALLY BY THE SUBCONTRACTORS LIABILITY INSURANCE AND NOT THE COMPANIES LIABILITY INSURANCE.
22. COMPANY ACCEPTS NO LIABILITY TO INDEMNIFY OR HOLD OWNER/AGENT HARMLESS FOR DAMAGES TO PERSONS OR PROPERTY. EXPECT THOSE THAT ARE THE DIRECT RESULT OF COMPANY'S NEGLIGENT ERROR OR OMISSION ON WHICH OCCUR DURING PERFORMANCE OF THE COMPANY'S WORK. COMPANY DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES TO PERSONS OR PROPERTY RESULTING FROM MOLD GROWTH WITHIN ANY PART OF THE BUILDING ENVELOPE DUE TO MOISTURE ENTERING THE BUILDING ENVELOPE PRIOR TO COMPANY'S COMPLETION OF INSTALLATION OF THE ROOF SYSTEMS/MEMBRANE, SIDING, WINDOWS, AND GUTTER SYSTEMS OR AS THE RESULT OF DAMAGE TO OR PENETRATION OF THE INSTALLED ROOF SYSTEMS/MEMBRANE, SIDING, WINDOW AND GUTTER SYSTEMS BY OTHERS. OWNER/AGENT UNDERSTANDS AND AGREES THAT COMPANY SHALL HAVE NO RESPONSIBILITY AT ANY TIME AFTER COMPLETION OF THE WORK FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY LOCATED BELOW THE INSTALLED ROOF SYSTEMS/MEMBRANE, SIDING, WINDOW AND GUTTER SYSTEMS, WHETHER OR NOT SUCH DAMAGES RESULT FROM (A) LEAKS OR WEATHER ORIENTED SOURCES OR (B) MOLD GROWTH
23. THE COMPANY'S MONETARY DAMAGE LIABILITY FOR ANY CLAIM OF PROPERTY DAMAGE ARISING OUT OF THE COMPANY'S

ESTIMATE #	DATE	EXPIRES
10453	03/06/2025	

PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT SHALL NOT EXCEED THE **TOTAL AGREEMENT AMOUNT** WRITTEN ON THIS CONTRACT.

24. ANY REPRESENTATIONS, STATEMENTS, OR OTHER COMMUNICATIONS, NOT WRITTEN ON THIS AGREEMENT ARE AGREED TO BE IMMATERIAL, AND NOT RELIED ON BY EITHER PARTY, AND DO NOT SURVIVE THE EXECUTION OF THIS AGREEMENT.
25. IF ANY PROVISION OF THIS AGREEMENT SHOULD BE HELD TO BE INVALID OR UNENFORCEABLE THE VALIDITY AND ENFORCEABLE OF THE REMAINING PROVISIONS OF THIS AGREEMENT SHALL NOT BE AFFECTED THEREBY.
26. SOUTH DAKOTA LAW APPLIES TO THIS AGREEMENT. ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT SHALL BE FILED EXCLUSIVELY WITH THE COUNTY OR CIRCUIT COURT OF PENNINGTON, SD. THE RIGHT TO JURY TRIAL IS WAIVED.

APPROVAL

This Estimate has been accepted on _____ by _____

Signature: _____

Date: April 16, 2025

Case No. 250053
Address: 12 Dakota St.

Staff Report

The applicant has submitted an application for Project Approval for work at 12 Dakota St., a noncontributing structure located in the Upper Main Planning Unit in the City of Deadwood.

Applicant: Annie Tice-Poseley
Owner: SMITH, EDWIN K & ANITA LO
Constructed: c 1900

CRITERIA FOR THE ISSUANCE OF A PROJECT APPROVAL

The Historic Preservation Commission shall use the following criteria in granting or denying the Project Approval:

General Factors:

1. Historic significance of the resource:

This is a turn-of-the century house which has sustained numerous modern alterations: the exterior siding is modern, most windows are non-historic, and there is a non-historic two-story rear addition. Because of these changes, the building has lost integrity and cannot currently contribute to the Deadwood National Historic Landmark District.

2. Architectural design of the resource and proposed alterations:

The applicant is requesting permission to replace windows and doors throughout the house. (not front porch) Re-roof the house along with siding repair and paint. Addition to the back west side of house, addition will be a master bedroom and one bedroom with bathroom. This is for my elderly parents so they have a bedroom on the main floor. The second level will be open room. Patio will be concrete slab 24x24.

UPDATE: Since the original project approval application submittal, the applicant is changing the request to review replacing the windows and rafters in the original section of the structure at this time.

Attachments: Yes

Plans: Yes

Photos: Yes

Staff Opinion:

In 2016 approval was given to evaluate the condition of the non-compliant windows and replace with wood windows. The previous owner received revolving loan funds to repair siding (\$10,000.00) and replace four inappropriate windows (\$3,200.00) in an effort to reverse portions of the house which had caused the resource to lose its historic integrity. These windows are located in the original structure, two on the left, one in front and one on the right sides. The applicant is requesting permission to replace the rafters with the same pitch but with a different type to open up the ceiling area.

At this time, the commission will just be reviewing the roof system which will include wood fascia and soffit when completed along with asphalt shingles. The windows will be double or single hung wood

windows set in a side-by-side fashion appropriate for the resource. The applicant will be submitting additional information along with plans for the proposed addition.

Reviewing the roof system and windows, it is staff's opinion, this proposed work and changes does encroach upon, damage or destroy a historic resource or have an adverse effect on the character of the building or the historic character of the State and National Register Historic Districts or the Deadwood National Historic Landmark District.

Motions available for commission action:

A: If you, as a commissioner, have determined the Project DOES NOT Encroach Upon, Damage or Destroy a historic property then:

Based upon all the evidence presented, I find that this project **DOES NOT** encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places, and therefore move to grant a project approval.

If you, as a commissioner, have determined the Project will Encroach Upon, Damage or Destroy a historic property then:

B: First Motion:

Based upon all the evidence presented, I move to make a finding that this project **DOES** encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places. [If this, move on to 2nd Motion and choose an option.]

C: Second Motion:

Option 1: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **NOT ADVERSE** to Deadwood and move to **APPROVE** the project as presented.

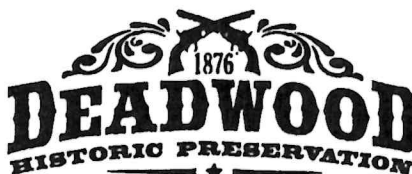
OR

Option 2: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **ADVERSE** to Deadwood and move to **DENY** the project as presented.

OR

Option 3: Based upon the guidance in the U.S. Department of the Interior standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A & 1-19B, *et seq*, I find that the project is **ADVERSE** to Deadwood, but the applicant has explored **ALL REASONABLE AND PRUDENT ALTERNATIVES**, and so I move to **APPROVE** the project as presented.

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



FOR OFFICE USE ONLY	
Case No.	232053
<input checked="" type="checkbox"/> Project Approval	
<input type="checkbox"/> Certificate of Appropriateness	
Date Received	4/16/25
Date of Hearing	4/23/25

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: <u>12 DAKOTA ST. Deadwood, SD</u>
Historic Name of Property (If known): _____

APPLICANT INFORMATION
Applicant is: <input checked="" type="checkbox"/> owner <input type="checkbox"/> contractor <input type="checkbox"/> architect <input type="checkbox"/> consultant <input type="checkbox"/> other _____

Owner's Name: <u>12 DAKOTA ST. Deadwood, SD</u>
Address: _____
City: <u>Wall</u> State: <u>SD</u> Zip: <u>57790</u>
Telephone: _____ Fax: _____
E-mail: <u>tic</u>

Architect's Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
E-mail: _____

Contractor's Name: <u>POSELEY (SELF)</u>
Address: <u>F</u>
City: <u>Wall</u> State: <u>SD</u> Zip: <u>57790</u>
Telephone: _____ Fax: _____
E-mail: _____

Agent's Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
E-mail: _____

TYPE OF IMPROVEMENT			
<input checked="" type="checkbox"/> Alteration (change to exterior)	<input type="checkbox"/> New Building	<input checked="" type="checkbox"/> Addition	<input type="checkbox"/> Accessory Structure
<input checked="" type="checkbox"/> New Construction	<input checked="" type="checkbox"/> Re-Roofing	<input type="checkbox"/> Wood Repair	<input checked="" type="checkbox"/> Exterior Painting
<input checked="" type="checkbox"/> General Maintenance	<input checked="" type="checkbox"/> Siding	<input checked="" type="checkbox"/> Windows	<input checked="" type="checkbox"/> Porch/Deck
<input type="checkbox"/> Other _____	<input type="checkbox"/> Awning	<input type="checkbox"/> Sign	<input type="checkbox"/> Fencing

Updated October 9, 2019

FOR OFFICE USE ONLY
Case No. _____

ACTIVITY: (CHECK AS APPLICABLE)			
Project Start Date: <u>April 2025</u>		Project Completion Date (anticipated): <u>March 2026</u>	
<input type="checkbox"/> ALTERATION	<input checked="" type="checkbox"/> Front	<input checked="" type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<input checked="" type="checkbox"/> ADDITION	<input type="checkbox"/> Front	<input checked="" type="checkbox"/> Side(s)	<input type="checkbox"/> Rear
<u>concrete slab siding as used now.</u>			
<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> Residential	<input type="checkbox"/> Other _____	
<input checked="" type="checkbox"/> ROOF	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Re-roofing	<input type="checkbox"/> Material
<u>Shingles</u>	<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 checked="" type="checkbox"/> WINDOWS	<input type="checkbox"/> STORM WINDOWS	<input checked="" type="checkbox"/> DOORS	<input type="checkbox"/> STORM DOORS
	<input type="checkbox"/> Restoration	<input checked="" type="checkbox"/> Replacement	<input type="checkbox"/> New
	<input checked="" type="checkbox"/> Front	<input type="checkbox"/> Side(s)	<input checked="" type="checkbox"/> Rear
Material <u>Vinyl</u> Style/type <u>Single hung</u>			
<input checked="" type="checkbox"/> PORCH/DECK	<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
Note: Please provide detailed plans/drawings <u>Concrete slab -</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 in detail, 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. 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. Describe in detail below (add pages as necessary).

Replace windows and doors throughout the house.
Re Roof the house along with siding repair + paint.
Addition to the back west side of house, addition
will be a master bedroom ^{+ 1 bedroom} with bathroom
(for my elderly parents so they have a bedroom on
main floor). patio will be concrete slab 24x24
2nd Level will be open room.

* Not front porch

Updated October 9, 2019

FOR OFFICE USE ONLY
Case No. _____

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.

SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT(S)

DATE

SIGNATURE OF OWNER(S)

DATE

SIGNATURE OF AGENT(S)

DATE

SIGNATURE OF OWNER(S)

DATE

SIGNATURE OF AGENT(S)

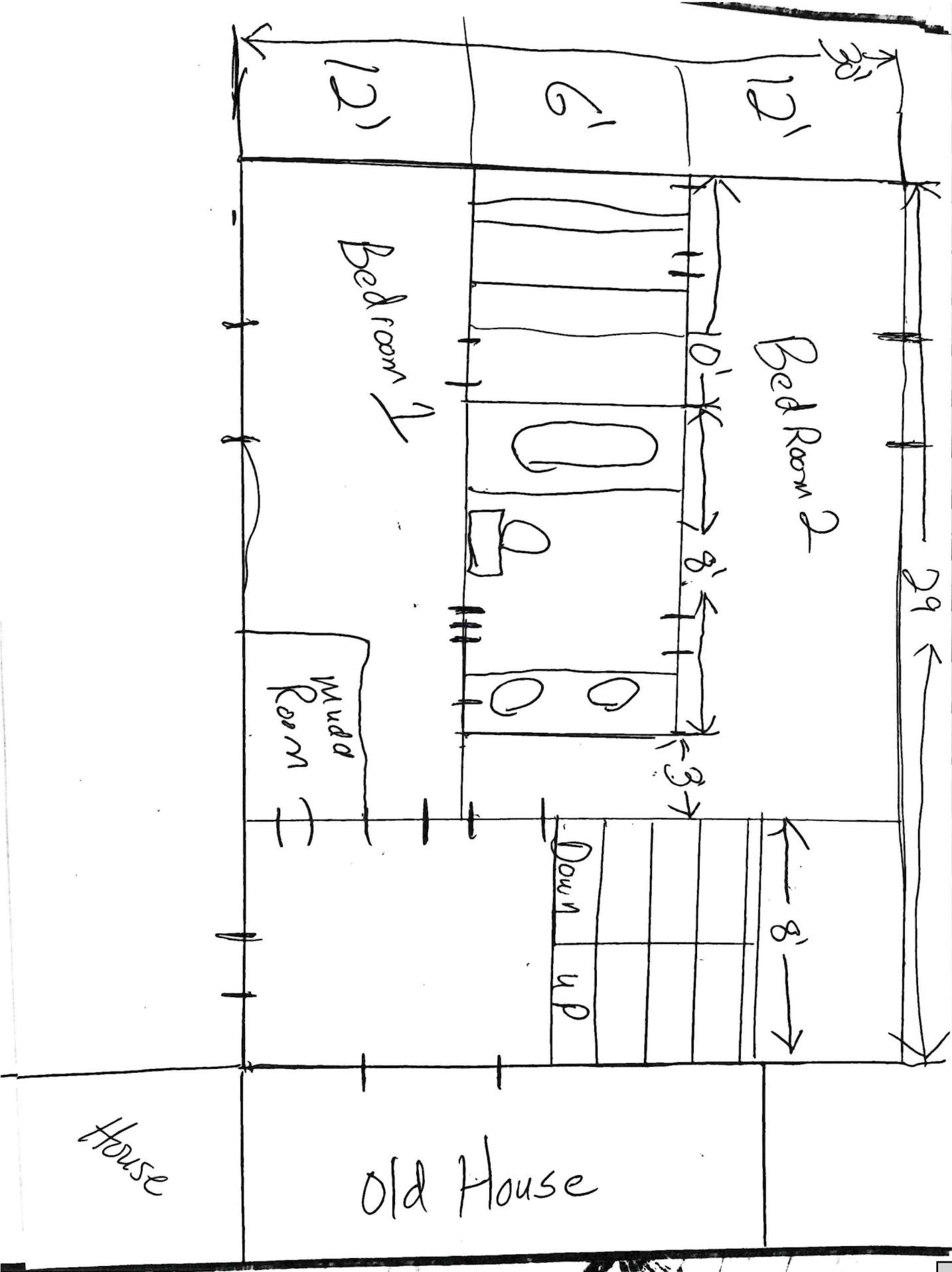
DATE

APPLICATION DEADLINE

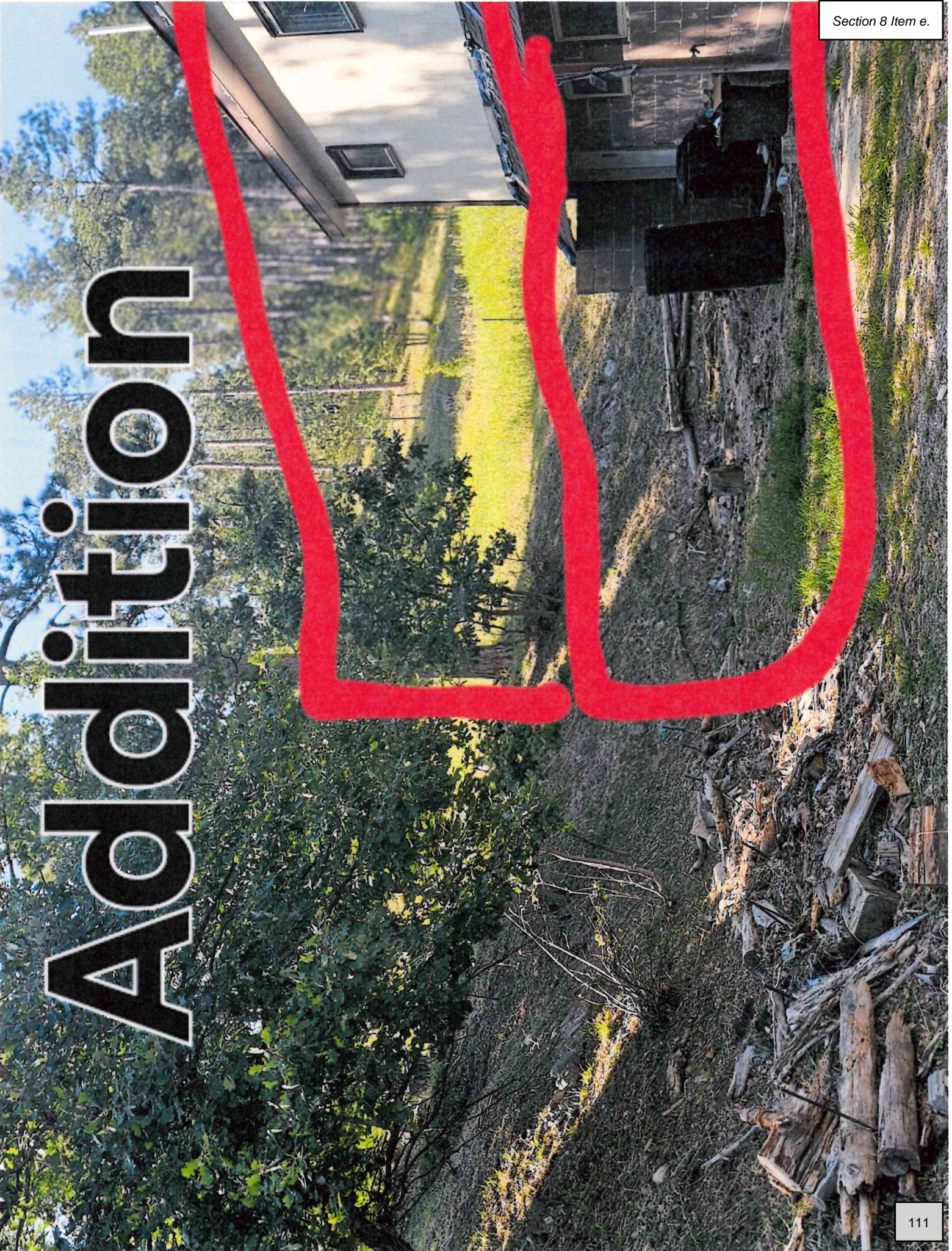
This form and all supporting documentation **MUST** arrive by 5:00 p.m. on the 1st or 3rd Wednesday of every month to be considered at the next Historic Preservation Commission Meeting. The meeting schedule and filing deadlines are on file with the Historic Preservation Office. Any information not provided 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.



Addition



Concrete Porch



Window replacement



New Shingles



Deadwood Job Phillip Building Center

Quote #: V35NE8B

A Proposal for Window and Door Products prepared for:

End Customer:

PHILIP BUILDING CENTER
23259 SOUTH DAKOTA HWY 73
PHILIP, SD 57567

Phone: (605) 859-2100

Fax: (605) 859-2011

Job Site:

57732

Shipping Address:

FARGO GLASS & PAINT CO-FARGO WHOLESALE
1801 7th Ave N
Fargo, ND 58102-3203

SETH PISTULKA
FARGO GLASS & PAINT CO-FARGO
WHOLESALE
1801 7th Ave N
Fargo, ND 58102-3203
Phone: (701) 235-4441

Email: sethp@fargoglass.com

This report was generated on 4/29/2025 9:06:21 AM using the Marvin Order Management System, version 0004.15.00 (Current). Price in USD. Unit availability and price are subject to change. Dealer terms and conditions may apply.

Featuring products from:



UNIT SUMMARY

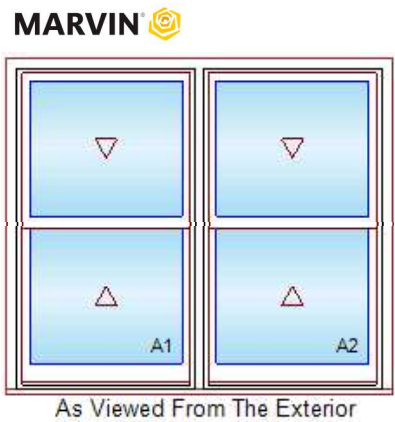
The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes.
Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

NUMBER OF LINES: 3		TOTAL UNIT QTY: 9		EXT LIST PRICE: USD		18,099.00
LINE	MARK UNIT	PRODUCT LINE	ITEM	LIST PRICE	QTY	EXTENDED LIST PRICE
1		Ultimate Wood	Marvin Assembly RO 71 3/4" X 61 1/2" Entered as Size by Units	2,486.00	3	7,458.00
2		Ultimate Wood	Double Hung RO 36" X 48" Entered as RO 36" X 48"	1,343.00	5	6,715.00
3		Ultimate Wood	Marvin Assembly RO 40 1/2" X 51 11/32" Entered as Size by Units	3,926.00	1	3,926.00

LINE ITEM QUOTES

The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes. Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

Line #1	Mark Unit:	List Price:		2,486.00
Qty: 3		Ext. List Price:	USD	7,458.00




Entered As: Size by Units
MO 73 7/8" X 62 9/16"
FS 70 3/4" X 61"
OC 73 3/8" X 62 5/16"
RO 71 3/4" X 61 1/2"
Egress Information A1, A2
Width: 31 13/16" Height: 24 1/4"
Net Clear Opening: 5.36 SqFt

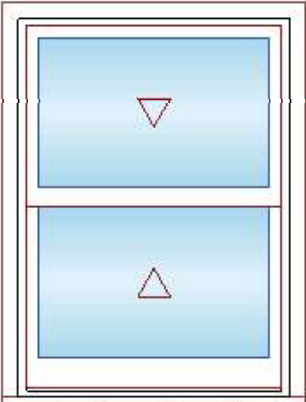
- Primed Pine Exterior
- Bare Pine Interior
- 2W1H - Rectangle Assembly
- Assembly Rough Opening w/ Subsill
- 71 3/4" X 61 1/2"
- Unit: A1
- Ultimate Wood Double Hung
- CN 3026
- Rough Opening w/ Subsill
- 36 3/8" X 61 1/2"
- Top Sash
 - Primed Pine Sash Exterior
 - Bare Pine Sash Interior
 - IG - 1 Lite
 - Low E2 w/Argon
 - Black Perimeter Bar
 - Ovolo Exterior Glazing Profile
 - Ovolo Interior Glazing Profile
- Bottom Sash
 - Primed Pine Sash Exterior
 - Bare Pine Sash Interior
 - IG - 1 Lite
 - Low E2 w/Argon
 - Black Perimeter Bar
 - Ovolo Exterior Glazing Profile
 - Ovolo Interior Glazing Profile
- Satin Taupe Sash Lock
- Beige Jamb Hardware
- Extruded Aluminum Screen
- Stone White Surround
- Bright View Mesh

- Unit: A2
- Ultimate Wood Double Hung
- CN 3026
- Rough Opening w/ Subsill
- 36 3/8" X 61 1/2"
- Top Sash
 - Primed Pine Sash Exterior
 - Bare Pine Sash Interior
 - IG - 1 Lite
 - Low E2 w/Argon
 - Black Perimeter Bar
 - Ovolo Exterior Glazing Profile
 - Ovolo Interior Glazing Profile
- Bottom Sash
 - Primed Pine Sash Exterior
 - Bare Pine Sash Interior
 - IG - 1 Lite
 - Low E2 w/Argon
 - Black Perimeter Bar
 - Ovolo Exterior Glazing Profile
 - Ovolo Interior Glazing Profile
- Satin Taupe Sash Lock
- Beige Jamb Hardware
- Extruded Aluminum Screen
- Stone White Surround
- Bright View Mesh
- Primed Pine Exterior Mull Cover

Standard Mull Charge
4 9/16" Jamb
Primed Pine BMC
Primed Pine Standard Subsill
No Installation Method
***Note: Non-Certified mull: check with local code officials for project specific requirements.
***Note: Unit Availability and Price is Subject to Change

Line #2	Mark Unit:	List Price:		1,343.00
Qty: 5		Ext. List Price:	USD	6,715.00

MARVIN




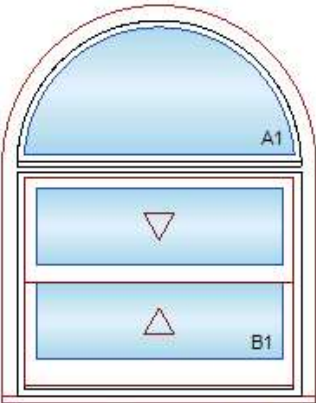
As Viewed From The Exterior

Entered As: RO
MO 38 1/8" X 49 1/16"
FS 35" X 47 1/2"
OC 37 5/8" X 48 13/16"
RO 36" X 48"
Egress Information
Width: 31 7/16" Height: 17 1/2"
Net Clear Opening: 3.82 SqFt

Primed Pine Exterior
Bare Pine Interior
Ultimate Wood Double Hung
Rough Opening w/ Subsill
36" X 48"
Top Sash
Primed Pine Sash Exterior
Bare Pine Sash Interior
IG - 1 Lite
Low E2 w/Argon
Black Perimeter Bar
Ovolo Exterior Glazing Profile
Ovolo Interior Glazing Profile
Bottom Sash
Primed Pine Sash Exterior
Bare Pine Sash Interior
IG - 1 Lite
Low E2 w/Argon
Black Perimeter Bar
Ovolo Exterior Glazing Profile
Ovolo Interior Glazing Profile
Satin Taupe Sash Lock
Beige Jamb Hardware
Extruded Aluminum Screen
Stone White Surround
Bright View Mesh
4 9/16" Jamb
Primed Pine BMC
Primed Pine Standard Subsill
No Installation Method
***Note: Unit Availability and Price is Subject to Change

Line #3	Mark Unit:	List Price:		3,926.00
Qty: 1		Ext. List Price:	USD	3,926.00

MARVIN



As Viewed From The Exterior

Placement of DG RT Casing to match UDH
Feature Mismatch: Interior Glazing Profile
Primed Pine Exterior
Bare Pine Interior
1W2H - Shape by Units Assembly
Assembly Rough Opening w/ Subsill
40 1/2" X 51 11/32"
Unit: A1
Ultimate Wood Direct Glaze Round Top - RT1
Basic Frame 39 1/2" X 19 3/4"
Rough Opening w/o Subsill
40 1/2" X 20 1/4"
IG - 1 Lite
Low E2 w/Argon
Black Perimeter Bar
Unit: B1
Ultimate Wood Double Hung
Basic Frame 39 1/2" X 30"

Entered As: Size by Units
MO 42 5/8" X 52 13/32"
FS 39 1/2" X 50 27/32"
OC 42 1/8" X 52 5/32"
RO 40 1/2" X 51 11/32"
Egress Information A1
No Egress Information available.
Egress Information B1
Width: 35 15/16" Height: 9 19/64"
Net Clear Opening: 2.32 SqFt

Rough Opening w/ Subsill
40 1/2" X 31 19/32"
Top Sash
 Primed Pine Sash Exterior
 Bare Pine Sash Interior
 IG - 1 Lite
 Low E2 w/Argon
 Black Perimeter Bar
 Ovolo Exterior Glazing Profile
 Ovolo Interior Glazing Profile
Bottom Sash
 Primed Pine Sash Exterior
 Bare Pine Sash Interior
 IG - 1 Lite
 Low E2 w/Argon
 Black Perimeter Bar
 Ovolo Exterior Glazing Profile
 Ovolo Interior Glazing Profile
Satin Taupe Sash Lock
Beige Jamb Hardware
Extruded Aluminum Screen
Stone White Surround
Bright View Mesh
Primed Pine Exterior Mull Cover
Standard Mull Charge
W1144 Interior Trim Bare Pine
4 9/16" Jambs
Primed Pine BMC
Primed Pine Standard Subsill
No Installation Method
***Note: A Shape by Units assembly with casing must be verified before order is placed.
***Note: Non-Certified mull: check with local code officials for project specific requirements.
***Note: Unit Availability and Price is Subject to Change

Project Subtotal List Price: USD	18,099.00
0.000% Sales Tax: USD	0.00
Project Total List Price: USD	18,099.00

PURCHASE APPROVAL/SIGN OFF

Project Subtotal List Price: USD18,099.00

0.000% Sales Tax: USD0.00

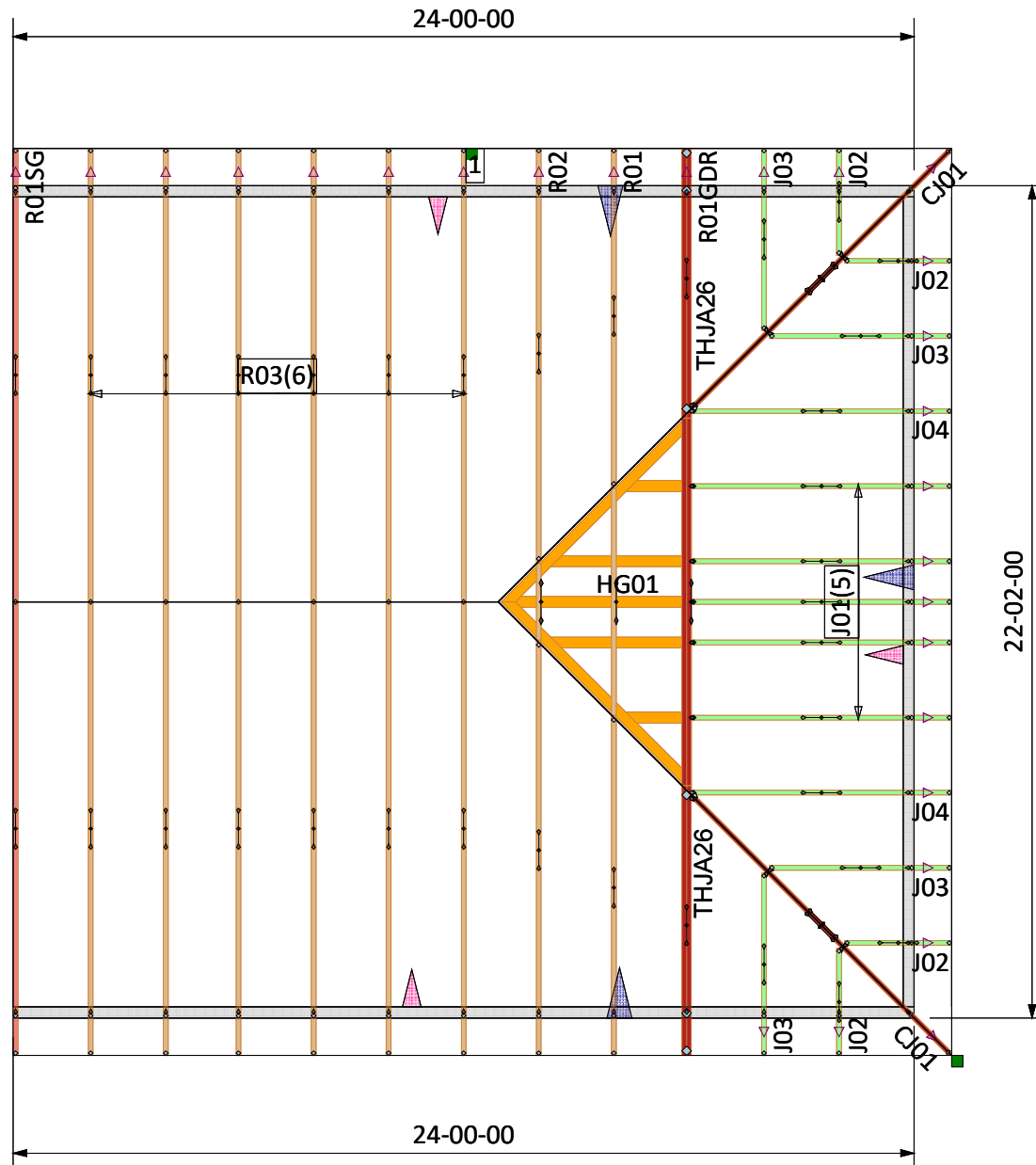
Project Total List Price: USD18,099.00

I have reviewed all line item quotes in detail and agree that the product specifications and pricing are accurate, and I approve the project for order. I acknowledge that additional charges, tax or Terms and Conditions may apply.

Seller: _____

Buyer: _____

Estimation			
Name	Selection	Formula	Calculation
Hip Lines	1st Floor	Hip Lines	37.78
Horizontal Overhang Lines	1st Floor	Horizontal Overhang Lines	74.17
Raked Overhang Lines	1st Floor	Raked Overhang Lines	29.04
Ridge Lines1	1st Floor	Ridge Lines1	12.92
Roof Area	1st Floor	Roof Area	726.12
Valley Lines	1st Floor	Valley Lines	0



RE: 4531453
POSLEY / DEADWOOD HOUSE
JTM

I.R.C. 2021, 115 MPH
66 - 10 - 10 GROUND
24" O.C. SPACING
12" O.H. EAVES; 0" O.H. RAKES

FULL HEIGHT GABLE ENDS
SOFFIT ELEVATIONS MATCH WHERE
APPLICABLE

HOUSE:
- 8/12 PITCH, 8 1/8" HEEL
- 5/12 VAULT

EXTERIOR STRUCTURAL WALLS ARE
2X4 CONSTRUCTION AT A PLATE
HEIGHT OF 8' 1 1/8"

CONTRACTOR/BUILDING DESIGNER TO
VERIFY LOCATING DIMENSIONS AND
HEEL TO MATCH ANY EXISTING
REFERENCE.