



PARKING & TRANSPORTATION MEETING AGENDA

October 26, 2023

1. ROLL CALL
2. APPROVAL OF MINUTES
 - [a.](#) September 28, 2023 Minutes
3. ITEMS FROM CITIZENS ON AGENDA
 - a. No Parking on east side of Mystery Wagon RD.
 - b. Oberlanders: Charles Street Parking: Creekside Clinic Staff/VRBO's/ Hotels
4. NOTICE TO CONTEST PARKING TICKETS
 - [a.](#) Citation 1132534
5. NEW BUSINESS
 - [a.](#) Ironhorse Parking Lease
 - [b.](#) Proposed Traffic Plan for Landmark Construction
 - [c.](#) Broadway Ramp Sign Package
6. OLD BUSINESS
 - [a.](#) Parking space in front of Tin Lizzie Resort
7. INFORMATIONAL ITEMS NOT ON AGENDA
(Items considered but no action will be taken at this time.)
8. **Adjournment**
 - a. Next Meeting November 9, 2023

CITY OF DEADWOOD
PARKING AND TRANSPORTATION COMMITTEE
 September 28, 2023

1. ROLL CALL:

The City of Deadwood Parking and Transportation Committee met Thursday, September 28, 2023, in the Century Room in City Hall. Justin Lux called the meeting to order at 9:00 a.m. Present were Justin Lux, Cory Shafer, Dory Hanson, Kevin Kuchenbecker, Trent Mohr, Tom Riley, Lornie Stalder, Jim Lee, Misty Trehwella and Andy Goodwin. Commissioner Mike Johnson was present.

Absent was John Rystrom.

2. APPROVAL OF MINUTES: September 14, 2023.

Minutes for the meetings on Thursday, September 14, 2023, were approved unanimously with one correction by a motion from Ms. Trehwella and a second by Mr. Kuchenbecker. to Correction: Item 5a. should be “month to month at \$100 per month.”, not \$125.

3. ITEMS FROM CITIZENS ON AGENDA (intended to be informational):

- a. **Whitewood Creek FEMA Project Update:** Mr. Kuchenbecker indicated the project is scheduled for October, 2023 to May, 2024. Still working through some of the environmental assessment issues. There is a meeting next week with the contractor.
- b. **Broadway Alley Retaining Wall Project Update:** Mr. Kuchenbecker indicated the project is in progress. Mr. Goodwin requested signage to indicate the street is closed as it is causing some traffic problems at Broadway and Wall.
- c. **Alkali Ike Tour Conveyance Update:** Nothing to report.

4. NOTICE TO CONTEST PARKING TICKETS: None

5. NEW BUSINESS:

- a. **Crosswalk at 560 Main St (Mr. Wu’s)/Possible lease of two spaces:** Mr. Lux indicate there has been discussion about this and there are concerns of line of sight and curb cut-outs. Mr. Hamm from Mr. Wu’s was present and indicated he thought this was approved previously but hasn’t been put in so he was curious about the status. He also indicated maybe he could rent two spots in front of his front door to the parking lot so that area is more open. The committee thought it would be a temporary try-out period. Discussion. Mr. Kuchenbecker indicated it is a long way between crosswalks and looked into the Main Street Master Plan to see if there are any plans to add more crosswalks – there are more crosswalks in the plans that are at more regular intervals. Unfortunately, the Main Street Master Plan has been moved down the road until after the box culvert project in 2028(ish). The committee agreed this should not wait that long and public works could look into getting the crosswalks put in sooner, rather than later. At this

time, the question before the committee is whether to allow two spaces to be leased by Mr. Wu's. Mr. Lux indicated he thought the committee should hold off on leasing any more spaces until the parking study is completed by Walker Consultants which should be by the end of the year. Motion to deny at this time by Mr. Kuchenbecker, second by Mr. Mohr; motion carried.

- b. Parking Complaints at 478 Main Street, a Vacation Home Establishment:** Mr. Lux indicated there have been complaints and ongoing conflicts with people staying at 478 Main Street who park up on Williams Street. That section of Williams Street is outside of the designated residential parking zone. There have been discussions as to whether guests at an Air B&B qualify as a "resident". Discussion. The City has reached out to the owners of that property telling them there have been parking issues but there has been no response. There is no option to park on Main Street as it is the 4-lane but guests could unload on Williams and then park in the Welcome Center parking lot. It was decided to handle this on a case by case basis as there hasn't been an issue in a while.
- c. Reserved Residential Parking Application: 15 Denver Avenue:** Resident indicates they do not have off-street parking or the ability to create off-street parking, however, residents do not meet the elderly and/or handicap/disabled criteria of the ordinance. Discussion. The City needs to track the existing permitted parking spots to make sure that those properties have not sold and the residents still meet the criteria; those permits are not meant to follow the property, they follow the individual. Motion to deny by Mr. Kuchenbecker, second by Mr. Goodwin; motion carries unanimously.
- d. Reserved Residential Parking Application: 17 Denver Avenue:** Residents do not indicate on their application that they meet the elderly and/or handicap/disabled criteria of the ordinance. Motion to deny by Mr. Kuchenbecker, second by Mr. Goodwin; motion carries unanimously.
- e. Reserved Residential Parking Application: 38 Denver Avenue:** Residents do not indicate on their application that they meet the elderly and/or handicap/disabled criteria of the ordinance. Motion to deny by Mr. Kuchenbecker, second by Ms. Trehwella; motion carries unanimously.
- f. Request free parking in all pay by plate fee areas excluding Broadway Parking Garage from Wednesday, November 22 thru Tuesday, December 26, 2023. All donations going to local non-profit organizations.** Motion to approve by Mr. Mohr, second by Ms. Trehwella; motion carries unanimously.
- g. KDN Poster Car Shoot Monday, October 9, 2023 in front of the Adams House.** Ms. Hanson indicated it shouldn't take very long, maybe 30 minutes. They will be shooting the poster for next year's event. Motion to approve by Ms. Trehwella, second by Mr. Kuchenbecker; motion carried.
- h. Free use of the Interpretive Lot on October 21, 2023 for the Northern Hills Polar Plunge (fundraiser for Special Olympics South Dakota).** Motion to

approve free use of the Interpretive lot for the Polar Plunge on October 21 by Mr. Stalder, second by Ms. Trehwella; motion carried.

6. OLD BUSINESS:

- a. **Parking Area Below the Arch:** This was discussed a little bit at department head but there wasn't any determination and there's no action to be taken. This will be part of Walker's review for parking.
- b. **Blue Curb in front of Tin Lizzie's:** Mr. Lux indicated the curb is now yellow. Direction after discussion with the Commission is to go with the loading zone. Valets are not allowed on public property. Much discussion. Motion to continue by Mr. Kuchenbecker, second by Mr. Mohr; motion carried.

7. INFORMATIONAL ITEMS NOT ON AGENDA:

Bill Pearson (continued from the last meeting): Mr. Pearson requested no parking on the east side (left side as you go up) of Mystery Wagon Road. Primarily for safety during snow removal. Concerns also with dealing with the roadway grade and with vehicles backing out of their driveways. Discussion. It's a brand new, wide street and it would be hard to say no parking when other narrower streets in town are allowed parking. It's an issue that should be discussed with the residents on that street.

8. ADJOURNMENT:

With no further business for the committee to consider, Mr. Kuchenbecker moved to adjourn, seconded by Mr. Lee; motion carried unanimously.

Respectfully Submitted,

Rhonda McGrath, Recording Secretary

**** Audio from the meeting is posted on the "S" drive.

Quick Actions ▾

 Back Print Email

Citation Facsimile

City of Deadwood

Citation Number:	1132534
Issue Date:	8/10/2023 02:14 PM
Officer:	Nash
License:	2ER578
State:	SOUTH DAKOTA
EXP:	/
VIN:	
Make:	Toyota
Model:	Camry
Body:	
Color:	Gray (Dark)
Location:	MAIN STREET
Total:	\$0.00

Violation(s) Images

Violation Image(s)

STAGE CHANGE	Stage changed to RO PENDING.	8/10/2023 02:14 PM by pam@cityofdeadwood.com
ACTIVITY	Pending registered owner lookup.	8/10/2023 02:14 PM by pam@cityofdeadwood.com
ACTIVITY	Violation 22 added.	8/10/2023 02:14 PM by pam@cityofdeadwood.com
STAGE CHANGE	Stage changed to RO ACQUIRED.	8/24/2023 02:16 PM by System
STAGE CHANGE	Stage changed to PAID IN FULL.	9/11/2023 09:50 AM by System
LETTER (/Citation/Media/Summary/664ff176-ba37-ee11-8e30-001dd8b724b7)	FIRST NOTICE On File	8/31/2023 12:30 PM by IPS
ACTIVITY	FIRST PENALTY Added	8/17/2023 11:02 PM by IPS
ACTIVITY	New Letter Record on File.	9/1/2023 12:38 PM by IPS
ACTIVITY	New Letter Record on File.	8/31/2023 12:30 PM by IPS

Comments(s)

PHOTO(S) TAKEN

Attention:

5 STAR CAR RENTAL INC
PO BOX 740

PARKING LEASE WITH
TROY GORANS-CEO OF LATCHSTRINGS GETAWAYS LLC

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY", and TROY GORANS, CEO of Latchstring Getaways, LLC, at 21 Deadwood Street, Deadwood, South Dakota 57732, hereinafter referred to as "GORANS".

CITY and GORANS agree that GORANS shall rent (3) three spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles on Deadwood Street under the following terms and conditions:

I.

The term of this lease shall be for (5) five months, to commence on June 1, 2020 and terminate on October 31, 2020. The parties acknowledge and agree that GORANS, its employees, representatives and invitees may use (3) three parking spaces Monday through Sunday from 5:00 p.m. to 9:00 a.m. daily.

II.

GORANS agrees to pay to CITY as rent the sum of fifty and No/100ths Dollars (\$50.00) plus tax per month for the entire (5) five-month period of this lease with the first payment due and payable on or before the 1st day of June, 2020, with payment made the first day of each following month through October, 2020.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a full (5) five-month period, and that GORANS is obligated to pay this parking fee per space per month for the full (5) five months without regard to whether or not GORANS uses said space.

All rent shall be paid and received by the City Finance Officer on the due date or lessee shall be assessed a late charge of (10%) ten percent of the unpaid and outstanding rent. If the rent payment is more than (15) fifteen days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the space without notice to renter.

III.

GORANS and CITY agree that GORANS shall be assigned specific spaces by CITY on Deadwood Street and that such space will be available at all times described above for use by GORANS.

GORANS shall be responsible for all costs of signage, CITY shall install all signage. GORANS agrees to abide by all rules and regulations established by CITY for Deadwood Street. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of CITY.

IV.

GORANS agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. GORANS acknowledges and agrees that it bears all risks of the vehicle being stolen or damaged and holds CITY harmless from any and all liability for damages to any vehicles parked Deadwood Street including but not limited to theft or damage to vehicles or property in said vehicles. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to GORANS vehicles or its contents while parking Deadwood Street. GORANS agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use Deadwood Street at its own risk and responsibility.

V.

GORANS shall assume all risks incident to the use of the premises as a parking spot and shall indemnify CITY against any loss, damage or expense resulting from personal injury or damage to, or loss of property caused in any manner by GORANS, and against any loss, damage, or expense resulting from injury to GORANS.

VI.

This lease shall be renewed automatically at the expiration of its initial term and additional like terms, provided that either GORANS or CITY may terminate this agreement by

notifying the other party in writing at least (30) thirty days prior to the Expiration date of this lease agreement or any automatic renewal of the same.

Dated this ____ day of _____, 2020.

CITY OF DEADWOOD

By: _____

David R Ruth Jr.

Its: Mayor

ATTEST:

Jessica McKeown
Finance Officer

Dated this ____ day of _____, 2020.

Mike GORANS

V

GORANS shall assume all risks incident to the use of the premises as a parking lot and shall indemnify CITY against any loss, damage or expense resulting from personal injury or damage to, or loss of property caused in any manner by GORANS, and against any loss, damage, or expense resulting from injury to GORANS.

VI.

Either GORANS or CITY may terminate this agreement by notifying the other party in writing at least thirty (30) days prior to the proposed termination date.

Dated this _____ day of _____, 2020.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

Dated this _____ day of _____, 2020.

TROY GORANS Latchstring Getaways, LLC

By: Troy Gorans, CEO



CITY OF DEADWOOD

PARKING STRUCTURE SIGNAGE

DESIGN INTENT

FINAL REVIEW

10/06/2023

WAYFINDING

The art and science of creating information systems that help people orient themselves in the built environment allowing them to navigate from place to place.

