



## **PARKING & TRANSPORTATION MEETING AGENDA**

March 23, 2023

1. ROLL CALL
2. APPROVAL OF MINUTES
  - a. [Approval of Minutes from the March 9, 2023 Meeting.](#)
3. ITEMS FROM CITIZENS ON AGENDA
  - a. Reserved Parking in the Broadway Ramp during Main Street Closures and Concerts
4. NOTICE TO CONTEST PARKING TICKETS
5. NEW BUSINESS
  - a. [South Dakota Commission on Gaming Parking Lease in the Miller Street Parking Lot.](#)
6. OLD BUSINESS
  - a. Taxi Cab Licenses
  - b. Update on the Deadwood Hill Trailhead
7. INFORMATIONAL ITEMS NOT ON AGENDA  
(Items considered but no action will be taken at this time.)
8. **Adjournment**
  - a. The next Parking & Transportation Meeting will be on April 13, 2023 at 9:00 am.

**CITY OF DEADWOOD  
PARKING AND TRANSPORTATION COMMITTEE**

March 9, 2023

**1. ROLL CALL:**

The City of Deadwood Parking and Transportation Committee met Thursday, March 9, 2023, in the Century Room in City Hall. Justin Lux called the meeting to order at 9:00 a.m. Present were Justin Lux, Ken Mertens, Kevin Kuchenbecker, Trent Mohr, Tom Riley, Lornie Stalder, John Rystrom, Misty Trehwella and Andy Goodwin. Commissioner Mike Johnson was present.

Absent were Lee Harstad and Bill Burleson.

**2. APPROVAL OF MINUTES:** February 23, 2023

Minutes for the meetings on Thursday, February 23, 2023, were approved unanimously by a motion from Chief Mertens and a second by Mr. Kuchenbecker.

**3. ITEMS FROM CITIZENS ON AGENDA:**

- a. **The Days of '76 use of the Lower Main Street Parking Lot because there are concerns the Slag Pile will not be available.** Greg Nelson was present to speak on the issue. This event keeps growing and parking has always been an issue. And parking for trailers is a big issue. With the subdivision going in above the slag pile, when the road is put through there and the planned fence it will take away most, if not all, of that parking. Last year Tuesday and Wednesday, the slag pile was completely full. The request is to allow trailers to park in the Lower Main Street lot on Tuesday and Wednesday; that's when slack comes in and it is the busiest. There would be security provided. Much discussion. The far end of the parking lot by McKinley Street would remain open and there would be some spaces left open for the Chamber of Commerce and Welcome Center use. Motion to recommend to the City Commission use of the Lower Main Street Lot by the Days of '76 for the 2023 rodeo by Mr. Kuchenbecker, second by Mr. Stalder; motion carried unanimously.

**4. NOTICE TO CONTEST PARKING TICKETS:**

- a. **Citations 1141315 and 1141324 from the snow removal on February 1, 2023.** Mr. Lux wanted to know if the committee would be okay with the Transportation Department to use their discretions to handle these snow removal citations. Motion to allow the Transportation Director and his employees to use their discretion to handle the snow removal parking tickets by Chief Mertens, second by Ms. Trehwella; motion carried unanimously.

**5. NEW BUSINESS:**

- a. There have recently been complaints about the availability of Taxicabs in Deadwood. City of Deadwood Ordinance 5.48.040 limits licenses to five (5) companies. It allows for 20 licenses in total and each business can have a maximum of five (5) licenses. These are the only services other than the trolley allowed to provide intra-Deadwood fares. Concerns have been raised regarding ride availability and wait times.** Mr. Lux indicated there have been complaints about not being able to get a taxicab timely or at all. He indicated he thought it was time to review the ordinance and the ride share policy. Discussion. Motion to continue this issue until March 23 so that Mr. Lux can reach out to the cab companies to invite them to attend the meeting to discuss by Mr. Stalder, second by Chief Mertens; motion carried unanimously.
- b. There has been issues with oversized vehicles in the Broadway Parking Ramp. Specifically, with hotels instructing guests to park there with vehicles that cannot maneuver in the ramp.** Mr. Goodwin indicated there have been issues with oversize vehicles parking in the ramp for years. They either park in two spots or stick out and cause pinch points. The sign has been changed to disallow vehicle bigger than F150s. He indicated the hotels need to ask their customers the size and height of their vehicles before directing them to the ramp. The suggestion was to make an info graphic the hotels can hand out on check in to help with limiting these issues. Direction was given to Mr. Goodwin to develop something for a hand-out.
- c. Trolley staff has asked the Parking & Transportation Committee to consider putting another trolley at 652 Main Street (labeled Buffalo Bar). Riders constantly ask to be dropped off at this location. There has been a trolley stop in that location in the past. It is still listed as a stop on trolley brochures and on Trolley Tracker.** That stop is fairly redundant as there is a stop at Jacob's Gallery and one at Mustang Sally's so it was removed, partly because people stand outside of the Big Dipper and the trolley doesn't know if they want to get on the trolley. Discussion. Motion by Mr. Riley to leave the stops as is with no sign at 652 Main Street labeled the Buffalo Bar, second by Mr. Mohr; motion carried.
- d. DHI is hosting the Western Writers of America on June 21, 2023. They are contracting with Boot Hill Tours to take conference attendees to Mount Moriah. Their schedule could interfere with the current schedule. Rose with DHI has kept the CoD up to date with this event.** Mr. Kuchenbecker indicated this has been done in the past and this just needs to be coordinated with the busses and the Sexton of the cemetery. If they are given enough notice, traditionally there has not been a problem. We would just do the same this year again.
- e. Trolley fare for Deadwood workforce.** Some confusion as to whether the work force is no longer allowed to ride the trolley for free. It can be tricky as taking

the persons word for it that they are workforce sets up for fraud. They could show their gaming license. If we expect employees to not park in close to businesses then we are now creating an extra charge/hardship for the employee. Promoting the free trolley would help to get them to park in the farther lots like Sherman Street parking lot. A card system would be difficult to keep track of. Motion to allow free rides on the trolley with an employee name badge or gaming license by Mr. Kuchenbecker, second by Mr. Goodwin; motion carried unanimously.

- f. **Deadwood Alive 2023 Livery Application.** The applications have not changed from last year. They have one to run now and the second is if another is needed to run. Motion to approve the application to the City Commission by Chief Mertens, second by Ms. Trehwella; motion carried unanimously.

## 6. OLD BUSINESS: NONE

## 7. INFORMATIONAL ITEMS NOT ON AGENDA:

Mr. Goodwin reported that after the last meeting when it was decided to reject permit renewals because of outstanding citations/tickets there have been people paying their fines and have been issued new permits. It has worked well.

Mr. Kuchenbecker indicated it was the last day for listening session and the last week of surveys. 1,286 surveys have been submitted.

Ms. Trehwella asked how long Star Plumbing was to be allowed to park up on Shine Street. No one recalled. It is an issue on the corner as it's hard to make a right-hand turn; you can't see around the truck. Discussion. This should be looked into and checked to see how much longer they will need to park there.

## 8. ADJOURNMENT:

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

Respectfully Submitted,  
Rhonda McGrath, Recording Secretary

The next City of Deadwood Parking and Transportation Committee meeting will be held in the Century Room/Commission Room at City Hall on **Thursday, March 23, 2023, at 9:00 a.m.**

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

**2023 PARKING LEASE WITH**  
**SOUTH DAKOTA COMMISSION ON GAMING**

This Lease, made and entered into by and between the State of South Dakota, for the South Dakota Commission on Gaming hereinafter referred to as TENANT, and the City of Deadwood, hereinafter referred to as LANDLORD.

**WITNESSETH**

In consideration of the mutual covenants contained herein, the parties agree as follows:

The LANDLORD hereby leases and rents unto the TENANT, and the TENANT hereby hires and takes from the LANDLORD located in the City of Deadwood, County of Lawrence, the following described property: 7 parking spots located in the Miller Street Parking Lot in Deadwood, South Dakota.

Under the following terms and conditions:

**SECTION 1 (TERM OF LEASE)**

The term of this lease shall be for one (1) year, to commence on April 1, 2023 and terminate on March 31, 2024 unless the TENANT exercises the option to renew under provision set forth herein and allow month to month extension with 30 day notice.

**SECTION II (PAYMENTS)**

The TENANT will pay the LANDLORD the sum of \$6,300.00 a year during the tenure of this lease. Rental payments shall be paid on the first day of April.

Payments shall be made to:

NAME: Deadwood City Finance Office  
ADDRESS: City Hall – 102 Sherman Street  
Deadwood, SD 57732

**SECTION IV (FUNDING OUT)**

The LANDLORD agrees that the continued rental of the hereinbefore described premises for the term hereinbefore specified by the TENANT is dependent upon receipt of both funds and expenditure authority from the Legislature. In the event that the Legislature does not provide said

funds or expenditure authority for any fiscal year, then and in such event, this lease is null and void and said lease shall expire at the end of the fiscal year in which the last funding shall be made available for the TENANT. LANDLORD agrees that a termination because of lack of funds or expenditure authority will not result in a claim against the TENANT, the State of South Dakota, or any officer or employee of the State.

#### **SECTION V (TERMINATION)**

The TENANT at the termination of this lease agrees to quietly yield and surrender the premises to LANDLORD or its successors and assigns in as good a condition and repair as when TENANT took possession of the premises, reasonable wear and tear thereof, damage by the elements, other than casualty, condemnation and/or appropriation excepted.

#### **SECTION VI (PEACEABLE AND QUIETLY HOLD)**

The TENANT shall have the right to peaceable and quietly hold, enjoy and occupy the premises from 7:00 a.m. to 5:00 p.m. Monday through Friday as described for the term of this lease without hindrance, interruption, ejection, molestation by LANDLORD or by any other person or person whomever. LANDLORD shall assign specific spaces for the TENANT in the Miller Street parking lot and that such spaces will be available at all times described above for use by the TENANT. TENANT shall be responsible for all costs of signage; LANDLORD shall install all signage. TENANT agrees to abide by all rules and regulations established by LANDLORD for the Miller Street parking lot. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of LANDLORD.

The TENANT agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. TENANT acknowledges and agrees that it is taking the same risks of the vehicle being stolen or damaged that it would take if it parks on any street. TENANT further agrees that if anyone steals or damages its vehicle or anything in its vehicles, that TENANT will not request LANDLORD to pay for any such losses incurred. LANDLORD specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to TENANT'S vehicles or its contents while parking in the Miller Parking Lot. TENANT agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use the Miller Parking Lot at its own risk and responsibility.

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

**SECTION VII (CANCELLATION)**

Notwithstanding provision hereinbefore described, the TENANT may cancel this lease upon thirty (30) days' notice in writing. During the 30 days prior to the expiration of the term, LANDLORD shall have the right to exhibit the premises to prospective TENANTS. The giving of the notice required herein shall not release either LANDLORD or TENTANT from full and faithful performance of all terms and conditions of this lease during the continuing occupancy of TENANT after the notice of termination but before TENANT actually vacates the premises.

**SECTION VIII (PRIOR LEASE)**

This lease shall render null and void any previous lease or agreements between the TENANT and LANDLORD for the premises herein described.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed individually or by their respective and duly authorized officers.

STATE OF SOUTH DAKOTA  
Department of Revenue

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

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

\_\_\_\_\_  
Witness

CITYOF DEADWOOD

\_\_\_\_\_  
David Ruth Jr., Mayor

ATTEST:

\_\_\_\_\_  
Jessica McKeown, Finance Officer