

PARKING & TRANSPORTATION MEETING AGENDA

February 22, 2024

- 1. ROLL CALL
- 2. APPROVAL OF MINUTES
 - a. Approval of the February 22, 2024 Minutes
- 3. INFORMATIONAL ITEMS ON THE AGENDA
 - a. Whitewood Creek FEMA Update: RCS will be temporarily expanding their staging footprint to the area of the recycling bins previous location. This is to accommodate the removal of waste material and construction of the fence.
- 4. NOTICE TO CONTEST PARKING TICKETS
- 5. NEW BUSINESS
 - a. 478 Main Street Parking Issues: Robin Arsaga
 - B. Request from the Chamber to allow free ridership on City trolleys during Kool Deadwood Nites (Wednesday, August 21, 2024 through Sunday, August 25, 2024.) Acknowledge \$20,000.00 of contributions (BID 8 \$10,000 and BID 1-6 \$10,000.00) to the City from sponsors to offset Trolley revenue for event.
 - c. Request from the chamber for free trolley rides for Forks, Corks, and Kegs passholders Friday, April 12, 2024 and Saturday, April 13, 2024 for \$400.00.
- 6. OLD BUSINESS
 - a. Kool Deadwood Nights Traffic Flow: Wayne Morris
 - b. Iron Horse Inn Parking Lease
- 7. INFORMATIONAL ITEMS NOT ON AGENDA

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

8. Adjournment

CITY OF DEADWOOD PARKING AND TRANSPORTATION COMMITTEE

February 8, 2024

1. ROLL CALL:

The City of Deadwood Parking and Transportation Committee met Thursday, February 8, 2024, 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, John Rystrom and Andy Goodwin. Commissioner Mike Johnson was present.

Absent were Jim Lee and Misty Trewhella.

2. APPROVAL OF MINUTES: January 25, 2024.

Minutes for the meeting on Thursday, January 25, 2024, were approved unanimously by a motion from Mr. Mohr and a second by Mr. Goodwin.

3. ITEMS FROM CITIZENS ON AGENDA: Informational

a. Prairie Hills Transit: Mr. Lux indicated the mayor had signed the 3-year agreement with Prairie Hills Transit on Monday and they started services on Tuesday. There was an article about it.

4. NOTICE TO CONTEST PARKING TICKETS: None

5. NEW BUSINESS:

a. Iron Horse Inn Parking Lease: Troy Gorans was present to discuss the renewal of the lease. Currently there is a month-to-month lease for 3 spaces on Deadwood Street on the north side next to the Iron Horse Inn. That parking is for 5:00 pm to 9:00 am at \$50 per month per space. This has been in place since June of 2020. The actions on this are a recommendation to the city council to approve the lease or amended lease or a recommendation to terminate the lease. Mr. Gorans asked to continue the lease similarly with opening up the 20-minute loading zone to be like the other spaces for them to manage however they need to. Much discussion. The big concern was setting a precedent where other businesses will want to change their loading zones to guest parking. The validation system was suggested as a better option. After much discussion, it was decided that it would be advantageous to look at Deadwood Street to see how many spaces there are, what is happening with the Shankar spot, the loading zone, the conveyance bus parking and get the full picture before any decisions are made as there is limited parking right now. Mr. Kuchenbecker moved to continue this issue to the next meeting, February 22, Mr. Mohr seconded; motion carried.

Mr. Gorans also asked about the traffic light at Deadwood Street and Pioneer. It was explained that it was controlled by DOT. He said it is a 4-minute light. He

indicated it is dangerous as people get sick of waiting and run it. DOT will be contacted.

b. Kool Deadwood Nights Traffic Flow: Wayne Morris: Mr. Lux indicated Mr. Morris was present. Mr. Morris said there was a Kool Deadwood Nights committee formed and one of the things brought up was that they could manage the lower Main Street parking during the event after the stage is set up. They are assuming that parking is for registered classic cars only and if it isn't, which it isn't, it should be. They would like to make it one-way coming up and exiting to the 4-lane at the stage. Much discussion. This is actually two different issues. Parking and a directional flow of traffic change.

Parking: It was a concern that this is an event committee issue. Mr. Lux said he believe P&T could defer this to the event committee with a recommendation. P&T can give an opinion/recommendation but ultimately this would not be our call. The paid parking space policy is that to reserve these spaces they would need to be leased. If all those spaces were taken for registrants, then where would spectators park? It is currently enforced by the Chamber/Security. Mr. Kuchenbecker motioned to defer to the event committee for consideration parking on lower Main Street of KDN registered vehicles with regards to the safety of pedestrian traffic and other safety issues during KDN; second by Mr. Goodwin; motion carried.

Flow of Traffic: It was believed that changing the flow of traffic had been tried before and it didn't work. It has been talked about numerous times. Much discussion. We shouldn't try to increase traffic on Main Street. Changing the direction of Wall Street to exit on to the 4-lane instead of entering Wall Street from the 4-lane. The 4-lane is DOT/state highway. There are line of sight concerns. Discussion. A sign on Wall Street indicating the parking garage is full would be helpful. Mr. Lux indicated he would like to continue this until he can reach out to Kelly Fuller and/or Jim Lee to see why it was set this way and what happened when it was tried in reverse. Motion to continue to next meeting, 2/22, by Mr. Mohr, second by Mr. Stalder; motion carried.

6. OLD BUSINESS: None

7. INFORMATIONAL ITEMS NOT ON AGENDA: None

8. ADJOURNMENT:

With no further business for the committee to consider, Mr. Lux adjourned the meeting. Next meeting is February 22, 2024, at 9:00 am

Respectfully Submitted,

Rhonda McGrath, Recording Secretary **** Audio from the meeting is posted on the "S" drive.

<u>PARKING LEASE WITH</u> 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 is 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

6

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 15+ day of Jone, 2020.

CITY OF DEADWOOD By: -David R Ruth Jr. Its: Mayor ATTEST: DW Jessicca McKeown Finance Officer

Dated this Z day of June, 2020.

m

Mike GORANS