

PARKING & TRANSPORTATION MEETING AGENDA

February 08, 2024

- 1. ROLL CALL
- 2. APPROVAL OF MINUTES
 - a. Approval of the January 25, 2024 Minutes
- 3. ITEMS FROM CITIZENS ON AGENDA
 - a. Prairie Hills Transit
- 4. NOTICE TO CONTEST PARKING TICKETS
- 5. NEW BUSINESS
 - a. Iron Horse Inn Parking Lease
 - b. Kool Deadwood Nights Traffic Flow: Wayne Morris
- 6. OLD BUSINESS
- 7. INFORMATIONAL ITEMS NOT ON AGENDA

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

8. Adjournment

a. Next Meeting Will be February 22, 2024 at 9:00 AM in the City of Deadwood Commission Room

CITY OF DEADWOOD PARKING AND TRANSPORTATION COMMITTEE

January 25, 2024

1. ROLL CALL:

The City of Deadwood Parking and Transportation Committee met Thursday, January 25, 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, Trent Mohr, Tom Riley, Lornie Stalder, John Rystrom, Misty Trewhella and Andy Goodwin. Commissioner Mike Johnson was not present.

Absent were Dory Hansen, Kevin Kuchenbecker and Jim Lee.

2. APPROVAL OF MINUTES: January 11, 2024.

Minutes for the meeting on Thursday, January 11, 2024, were approved unanimously by a motion from Ms. Trewhella and a second by Mr. Goodwin.

3. ITEMS FROM CITIZENS ON AGENDA: Informational

a. Trolley Schedule for Snocross: Mr. Riley indicated the trolley will be going down Crescent Street to drop people off at the main entrance. There will be 4 trolleys out; 2 will be going up town taking people to the event center and the other 2 will do the full route. There will be a test run to make sure there's plenty of room for the trolleys to get by.

4. NOTICE TO CONTEST PARKING TICKETS: None

5. NEW BUSINESS:

- a. Tour Conveyance Licenses: Assuming they all get their applications in by Feb 1st, the City Commission will consider those for approval at the first meeting on Feb 5th. There were no special requests other than Maynard's request at the last meeting. If Maynard doesn't pay his balance due by Feb 1, his license will go straight to the City Commission for revocation on Feb 5.
- b. Request for a refund for Citation #25624023: Penny Doering: There was a receipt showing payment for parking made five minutes after the citation was written. She indicated the kiosk was busy. Mr. Stalder made a motion to recommend to the commission to refund the \$25 payment to Ms. Doering, second by Mr. Rystrom; motion carried.
- c. Scofflaw: Micah Hallock: CSOs went up to the corner of Taylor and Child Streets. There was a parking complaint about a vehicle parked in the yellow. When the vehicle was run the report was that it was on scofflaw for \$830 of outstanding citations, ranging from October through January 8 and a tow fee for \$125 plus \$25 for every 24 hours of storage. Micah and Jack Hallock were present to explain their situation/hardship (new to town and thought employees had free parking, tire issues, the yellow curb was covered with snow).

Discussion. Total fees due are \$710. Three of the fees were sent to collections so they are off the table for negotiating. Mr. Stalder made a motion to reduce the citation fines to \$400, accept a \$100 payment today and set up a payment plan for the rest, second by Mr. Rystrom; 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. Riley moved to adjourn the meeting, second by Mr. Stalder and Ms. Trewhella; motion carried. Next meeting is February 8, 2024, at 9:00 am

Respectfully Submitted,

Rhonda McGrath, Recording Secretary

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

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 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

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:

Jessicca McKeown Finance Officer

Dated this 2 day of 3unc, 2020.