



## PARKING & TRANSPORTATION MEETING AGENDA

October 12, 2023

1. ROLL CALL
2. APPROVAL OF MINUTES
3. ITEMS FROM CITIZENS ON AGENDA
4. NOTICE TO CONTEST PARKING TICKETS
  - a. Citation 1132534
5. NEW BUSINESS
  - a. No Parking on east side of Mystery Wagon RD.
  - b. Miller Street Parking Lot: Vehicles parking and obstructing the sidewalk.
  - c. Ironhorse Parking Lease
  - d. Oberlanders: Charles Street Parking: Creekside Clinic Staff/VRBO's/ Hotels
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**

Quick Actions ▾

- ← Back
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- ↻ Email

# Citation Facsimile

## City of Deadwood

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

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### Violation(s) Images

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### Violation Image(s)



CITATION # : 1132534  
DATE : 8/10/2023 2:14 PM  
OFFICER : 598

VEHICLE :  
MAKE : TOYOTA  
MODEL : CAMRY  
COLOR : GRAY (DARK)  
PLATE/ST : 2ER578 / SD  
PLATE EXP : /

LOCATION: 596 MAIN STREET

VIOLATION(S) :  
HANDICAPPED PARKING ONLY \$100.00

TOTAL DUE : \$100.00

\*\*Please check <https://deadwood.citationportal.com/> for current amount due\*\*



COMMENTS : PHOTO(S) TAKEN



**Violation(s)**

22 HANDICAPPED PARKING ONLY

**History**

CITATION ADD	Citation entered into the system.	8/10/2023 02:14 PM by pam@cityofdeadwood.com
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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

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### Comments(s)

PHOTO(S) TAKEN

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### Attention:

5 STAR CAR RENTAL INC  
PO BOX 740

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**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 1<sup>st</sup> 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

## **BROADWAY PARKING STRUCTURE LEASE AGREEMENT**

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 a total of twelve (12) spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles in the Broadway Parking Structure for various time frames, as forth within the following terms and conditions:

### I.

The term of this lease shall be seven (7) months. Commencing June 1, 2020, through December 31, 2020. The parties acknowledge and agree GORANS, its employees, representatives and guests may use the parking spaces twenty-four hours per day, seven (7) days per week.

### II.

In accordance with the rates established by CITY for the Broadway Parking Structure, GORANS agrees to pay to CITY as rent the sum of One Hundred Dollars (\$100.00) for each parking space, plus six and ½ percent (6.5%) sales tax, for a total of One Thousand Two Hundred and Seventy-eight Dollars (\$1278.00) per month. The rental amount set forth in this paragraph shall be due and payable on or before the 1<sup>st</sup> day of June 2020, and on the first day of each month following through December 31<sup>st</sup>, 2020.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a seven (7) month period, and that GORANS is obligating itself to pay these parking fees per space per month for the seven (7) months without regard to whether or not GORANS uses said space or spaces. However, the parties acknowledge that this lease may be terminated early pursuant to paragraph VI, below.

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 ten percent (10%) of the unpaid and outstanding rent. If the rent payment is more than ten (10) days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the spaces or spaces without notice to renter. In addition, if the rent payment is more than ten (10) days overdue, CITY shall cause access cards to be turned off so that GORANS shall not have access to the parking spaces referenced above, until such time as the account is made current. GORANS agrees it is entitled to no further notice under this section.

### III.

GORANS and CITY agree that GORANS shall not be assigned specific spaces by CITY in the Broadway Parking Structure, other than the handicapped spaces assigned at this time, pursuant to this agreement, but that such spaces will be available at all times described above for use by GORANS. GORANS agrees to abide by all rules and regulations established by CITY for the Broadway Parking Structure. 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 is taking the same risks of the vehicle being stolen or damaged that it would take if it parks on any street. GORANS further agrees that if anyone steals or damages its vehicle or anything in its vehicles, that GORANS will not request CITY to pay for any such losses incurred. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to GORANS'S vehicles or its contents while parking in the Broadway Parking Structure. GORANS agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use the Broadway Parking Structure at its own risk and responsibility.

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

State of South Dakota )  
 ) SS  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned officer, personally appeared Troy Gorans, who acknowledged himself to be the CEO of Latchstring Getaways, LLC a South Dakota limited liability company, and that such CEO, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation himself as Managing Member.

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  
Deadwood, SD 57732



**Jeremy Russell**  
Planning and Zoning Administrator  
Telephone (605) 578-2082  
[jeramyr@cityofdeadwood.com](mailto:jeramyr@cityofdeadwood.com)  
Fax (605) 578-2084

February 4, 2020

Caleb Arceneaux  
CEO, LIV Hospitality  
502 West Boulevard  
Rapid City, SD 57701

RE: Request for Parking Deferral

Mr. Arceneaux,

I have reviewed your request for a Parking Deferral in regards to the Tin Lizzie Gaming Resort/Hampton Inn and the Four Points by Sheraton project. The City Planning Department may defer the construction and provision of up to forty (40) percent of the off-street parking spaces required by Section 17.64.060 in the PB (Planned Business) and C1 (Commercial) districts and twenty (20) percent in any other district if an applicant demonstrates that:

1. The unusual character of the use lowers the anticipated need for off-street parking, and data from similar uses establishes that there is not a present need for the parking;
2. The use is immediately proximate to public transportation that serves a significant proportion of residents, employees or customers;
3. There is an effective private or company car pool, van pool, bus or similar group transportation program; and
4. The deferred percentage of residents, employees and customers regularly walk or use bicycle or other non-motorized vehicular forms of transportation.

Your letter of request indicates that you will need a 10% (17 parking stalls) variance in the off-street parking requirements. Your businesses are conveniently located near the Lower Main Parking Lot and also has a City Trolley stop right out front. With this information, the Planning Department has approved your request for a parking deferral of 10% (17 parking stalls). If the number of parking stalls changes during the Four Points by Sheraton project, please notify our office immediately.

If you have any questions, please let me know.

Sincerely,

Jeremy Russell  
City of Deadwood  
Planning and Zoning Administrator  
605-578-2082