



City Council Meeting AGENDA

DATE: Monday, July 28, 2025
TIME: Regular Meeting - 6:30 PM
PLACE: Council Chambers - City Hall, 1040 Harley-Davidson Way, Sturgis SD

Page

1. CALL TO ORDER REGULAR MEETING OF THE CITY COUNCIL

2. PLEDGE OF ALLEGIANCE/PRAYER

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS AND PRAISE

5. NON-AGENDA MATTERS THAT MAY COME BEFORE THE COUNCIL

To address the City Council, please stand behind the front table and state your name clearly into the microphone for the public record. Please keep your comments respectful and complete your comments in three minutes or less. If you are unable to approach the podium due to a physical limitation, a portable microphone will be provided.

5.1. Non-agenda matters that may come before the Council

6. DEPARTMENT UPDATES

5 - 18

6.1. 85th Rally Report [Agenda Item Report - Pdf](#)

7. MAYOR'S REPORTS

19 7.1. Payroll - Christine Mitchell (AEMT) (Ambulance) (Part time) - \$22 on Orientation (\$27 off orientation)

Payroll - Randee Goetsch (LPN - Jail Contract) (Ambulance) (Part time)
- \$30 per hour

[Payroll Report - Pdf](#)

20 7.2. Payroll - Lynne Pfortmiller - Liquor Stocker (Rally) (Liquor) - \$15.00
(non-exempt)

[Payroll Form - Pdf](#)

21 7.3. Listing of volunteers for Workers' Compensation and liability coverages
in 2025 at the 23rd Annual Mayor's Ride. Sturgis Motorcycle Museum
and Hall of Fame, Inc. - Heidi Haro and Steve Haro.

Motion to approve.

[Agenda Item Report - Pdf](#)

8. CONSIDER CONSENT AGENDA

22 - 33 8.1. Consideration to approve the minutes from the July 21, 2025 City
Council meeting.

[City Council - Jul 21 2025 - Minutes - Pdf](#)

34 - 40 8.2. Consideration to set a public hearing for August 18, 2025 for a Street
Closure for the Kool Deadwood Nights - Sturgis Show & Shine

[Agenda Item Report - Pdf](#)

41 - 47 8.3. Consideration to set a public hearing on August 18, 2025 for an
amended Street Closure for the 2025 Fall Festival on September 20,
2025.

[Amended Street Closure for Fall Festival - Pdf](#)

9. APPROVAL OF THE CLAIMS

48 - 56 9.1. [Council Bills 07282025](#)

10. PUBLIC HEARINGS

11. REPORTS

57 - 61 11.1. Consideration to approve a SEL for the Sturgis Brewing Co for the
Scooptown Customer Appreciation Party on August 22, 2025.

[Agenda Item Report - Pdf](#)

62 - 66 11.2. Consideration to approve a SEL for the Sturgis Brewing Co for the 2025
Fall Festival on September 20, 2025.

[SEL for Sturgis Brewing Co for the Sturgis Fall Festival - Pdf](#)

- 67 - 68 11.3. Request for Consumption Permit for Keith Ball for August 1, 2025
[Agenda Item Report - Pdf](#)
- 69 - 73 11.4. Consideration to approve a SEL for the Loud American Roadhouse for the Chamber's Agriculture Appreciation Banquet to October 2, 2025.
[Agenda Item Report - Pdf](#)
- 74 - 78 11.5. Consideration to approve a SEL for the Loud American Roadhouse for a wedding reception at the Sturgis Armory on September 20th, 2025.
[Agenda Item Report - Pdf](#)
- 79 - 90 11.6. Consideration to approve the 2025 Vtwinvisionary LLC Exhibitor Agreement.
[Agenda Item Report - Pdf](#)
- 91 - 102 11.7. Consideration to approve the 2025 Sound Connection Inc. Exhibitor Agreement.
[Agenda Item Report - Pdf](#)
- 103 - 108 11.8. Consideration to approve the Sturgis Motorcycle Museum and Hall of Fame, Inc.'s Sponsorship of the 2025 Mayor's Ride.
[Agenda Item Report - Pdf](#)

12. EXECUTIVE SESSION

- 12.1. a. Pursuant to SDCL 1-25-2 (1), Personnel:
b. Pursuant to SDCL 1-25-2 (3), Legal:
c. Pursuant to SDCL 1-25-2 (4), Contracts:
d. Pursuant to SDCL 1-25-2 (5), Marketing:
e. Pursuant to SDCL 1-25-2 (6), Security:

13. RESUME OPEN MEETING

- 13.1. Return to Open Session
- 109 - 111 13.2. Consideration to approve the HomeSlice Media Group, LLC Sponsorship Agreement Amendment.
[Agenda Item Report - Pdf](#)
- 112 - 114 13.3. Consideration to approve the Rosenbauer America, LLC Sponsorship Agreement Amendment.
[Agenda Item Report - Pdf](#)
- 115 - 117 13.4. Consideration to approve the Rosenbauer America, LLC Sponsorship Lease Agreement Amendment.

[Agenda Item Report - Pdf](#)

- 118 - 120 13.5. Consideration to approve the Veterans of Foreign Wars of the United States Sponsorship Agreement Amendment.

[Agenda Item Report - Pdf](#)

14. ADJOURN

15. ADA ACCOMMODATION

If you desire to attend this public meeting and are in need of special accommodations (including participation by telephone), please notify the Finance Office by 10am on the day of the meeting so that appropriate auxiliary aids and services may be coordinated. The Finance Office can be reached at (605) 347-4422, option 1.

City Council
STAFF REPORT



Meeting Date: City Council - Jul 28 2025
Agenda Item: 85th Rally Report
Prepared By: Aaron Jordan, City Administrator

DISCUSSION:

Update on City of Sturgis Events

ATTACHMENTS:

[85th Sturgis Rally Report- July 28 2025](#)

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Jul 26 2025

85th Sturgis Rally

August 1 – 10, 2025

Calendar of Events

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jul 20 HD Security begins	Jul 21	Jul 22	Jul 23	Jul 24	Jul 25 Vendor Licensing Training Begins	Jul 26
Jul 27	Jul 28	Jul 29 SD DOR Setup	Jul 30 Police Chief Ride Vendor License / SD DOR Ops Begin	Jul 31 Rally HQs Established (Armory)	Aug 1 <hr/> VIP Break/Lunch Begins Opening Ceremony (3-4pm) Mayor's Reception (4-6pm)	Aug 2 <hr/> Mayor's Ride (9am) Daily Briefs Begin-1PM
Aug 3 <hr/>	Aug 4 Sponsorship Reception (7-9pm - Balcony)	Aug 5 Military Appreciation Day (2-3pm)	Aug 6	Aug 7 Vendor's Reception (7-9pm – Community Rm, City Hall)	Aug 8	Aug 9 <hr/>
Aug 10 <hr/>	Aug 11 SD DOR Ops End	Aug 12	Aug 13	Aug 14	Aug 15	Aug 16

Rally Point Band Schedule

Band	Date	Time
Kenneth Brian	Aug 1, Friday	5-7pm
Iron Owl's	Aug 2, Saturday	2-4pm
Kenneth Brian	Aug 2, Saturday	5-7pm
Iron Owl's	Aug 3, Sunday	
Kenneth Brian	Aug 3, Sunday	
Nate Botsford	Aug 4, Monday	5-7pm
Paramount	Aug 5, Tuesday	5-7pm
Nate Botsford	Aug 6, Wednesday	5-7pm
Ghost Town Riders	Aug 7, Thursday	2-4pm
	Aug 7, Thursday	5-7pm
	Aug 8, Friday	2-4pm
Wild Planes	Aug 8, Friday	5-7pm
Ghost Town Riders	Aug 9, Saturday	2-4pm
Whiskey Jim	Aug 9, Saturday	5-7pm

Rally Headquarters

- Sturgis Armory: Corner Main & Junction
- July 31 – Aug 10, 2025
- City Presence
 - Deb Holland
 - Elected Official
 - Sale City merchandise
 - Pin Map, photo and Rally Information
- Vendors inside and outside





Grand Marshal – Gloria Struck

- *“I am truly honored to be named the Grand Marshal of the 85th Sturgis Motorcycle Rally. Motorcycling has been my life, and to be part of this incredible event, which celebrates the freedom and camaraderie that riders share, is a privilege”*

Gloria Struck

- *“Gloria represents the heart and soul of the motorcycle community. Her grit, warmth, and unwavering commitment to the riding lifestyle embody the spirit of the Sturgis Rally”*

Kevin Forrester - Mayor

Chiefs Ride

- Date: Wednesday, July 30th
- Registration: Sturgis Super Store
<https://sturgissuperstore.com/product/p-chiefride/>
- Event Coordinator: PAL
- Staging Area: Tennis Court Parking Lot
(behind the Community Center)
- Time:
 - 8:30am - Check-ins
 - 9:00am – Kickstands Up / Start
- Event Coordinator: PAL
- Proceeds support Sturgis Police Reserve

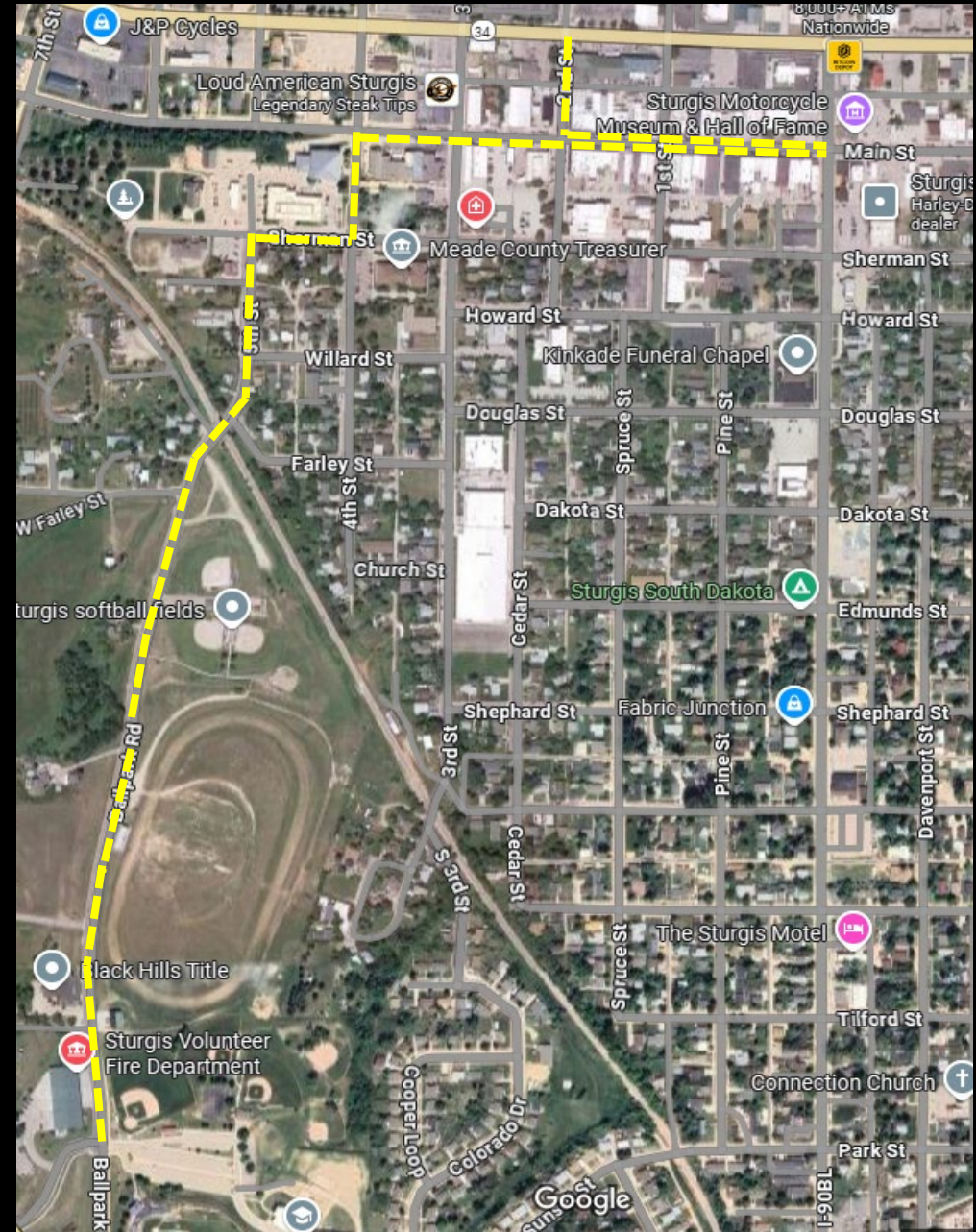


Opening Ceremony

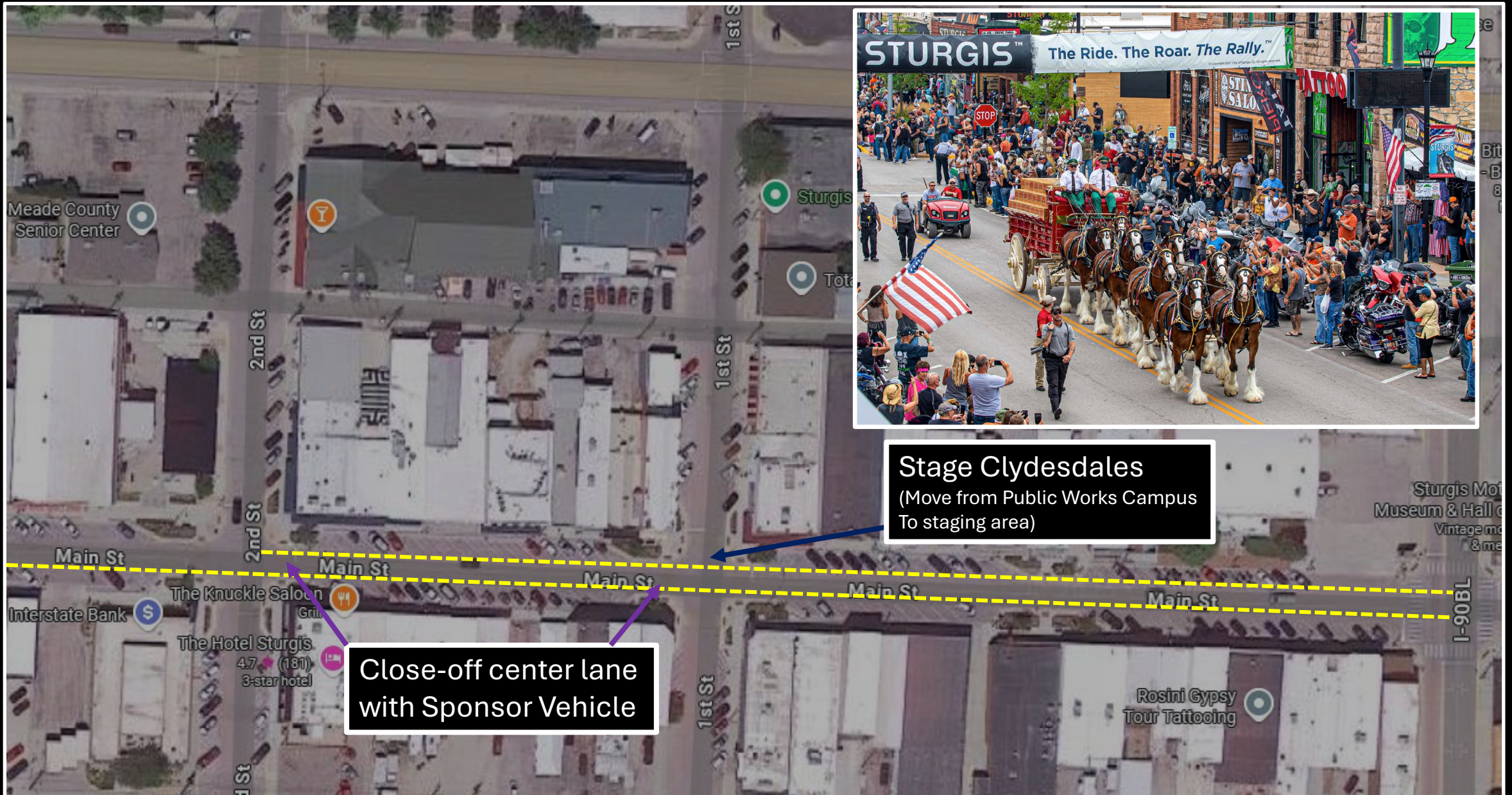
- Date: Friday, August 1st
- Event Coordinator: Deb Holland
- Parade: 2:40-3:00pm
- Ceremony: 3-4pm, Harley Point
- Color Guard: Joint Color Guard – SDNG/EAFB
- National Anthem: Tamra Sime, SDNG
- MC: Darryl Knight
- Grand Marshal: Gloria Struck



Parade Route



Opening Ceremony Parade Route





Opening Ceremony

Mayor's Reception



WHAT: Sturgis Mayor Kevin Forrester invites you to roll into Rally week in style at this special VIP reception. Join community leaders, dignitaries, and Rally partners for an evening of camaraderie, conversation and

celebration as we launch the

85th City of Sturgis Motorcycle Rally

WHEN: Friday, Aug. 1, 4 p.m. to 6 p.m.

WHERE: Sturgis City Hall

1040 Harley-Davidson Way

MORE: Enjoy light hors d'oeuvres, refreshments and high-octane hospitality as we toast the start of this legendary event.

Rally casual attire encouraged

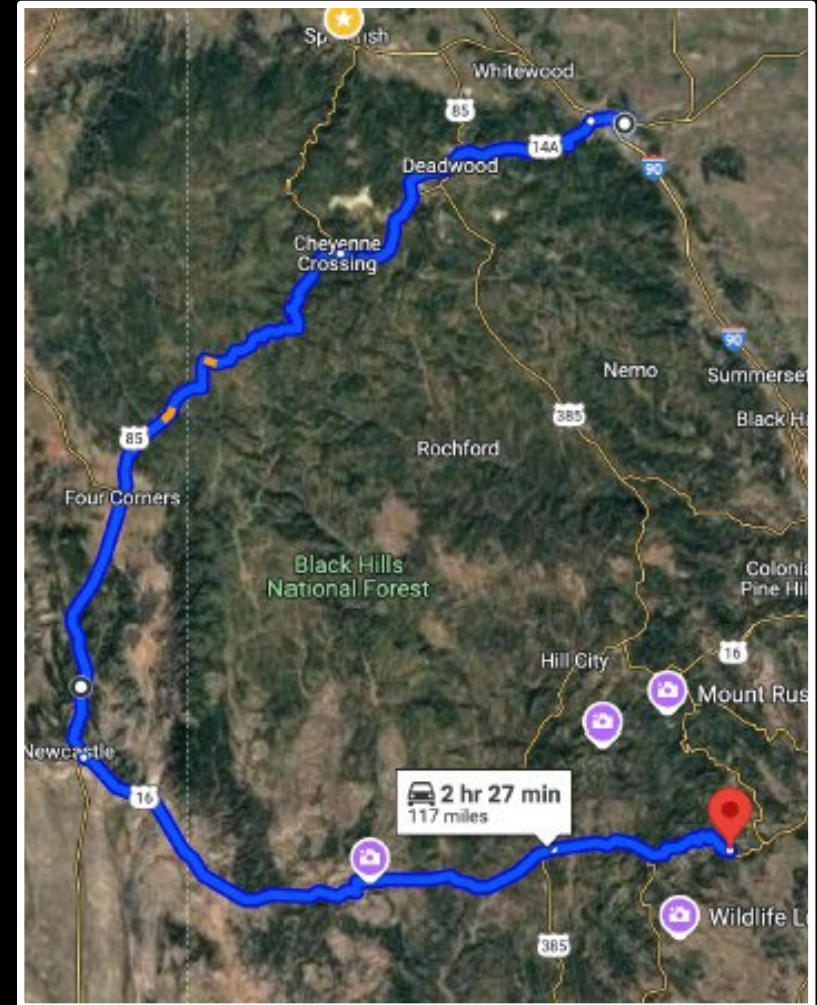
Please RSVP by July 28 to dholland@sturgisgov.com

2025 STURGIS MAYOR'S RIDE



Join us for the 23rd Annual Mayor's Ride during the 85th City of Sturgis Motorcycle Rally! Led by Sturgis Mayor Kevin Forrester. Registration is now open at: sturgissuperstore.com/product/p-mayorsride/

- Date: Saturday, August 2nd
- Event Coordinator: Lance Scherer
- Time: 9:00 am – 1:00 pm (4 hrs)
 - 7:00 am – breakfast in SCC Gym
 - 7:00 am: Staging / Final Registration
 - 9:00 am: Initiate Police Escort
- Start Location: SSC North Parking Lot
- Route: 14A, 85, 16: 117 miles
- Fuel Stop: Newcastle, WY
- Finish: State Game Lodge, CSP
 - 12:45 – 4:15 pm: Pavilion



Military Appreciation

- Date: Tuesday, August 5th
- Time: 2:00 – 3:00 pm
- Location: Harley Point
- MC: Darryl Knight
- Honorees: City of Sturgis Employee Veterans
- Joint Color Guard – SDNG/EAFB
- National Anthem – Tamra Sime, SDNG
- Flyover: 3pm – B1 Bomber
- Guest Speakers



City Council STAFF REPORT



Meeting Date: City Council - Jul 28 2025

Agenda Item: Payroll - Christine Mitchell (AEMT) (Ambulance) (Part time) - \$22 on Orientation (\$27 off orientation)
Payroll - Randee Goetsch (LPN - Jail Contract) (Ambulance) (Part time) - \$30 per hour

Prepared By: Jenn Bush,

BACKGROUND INFORMATION:

The Ambulance Services employees EMT-Basics, EMT-Advanced, Paramedics, Critical Care Paramedics to provide BLS and ALS emergency and transport services to our response area. The Ambulance also employees registered staff for the jail contract.

While new hire employees are on orientation, their wage is reduced by \$2.00 per hour as they are training (unless they are an existing employee). Once released from orientation, their wage is adjusted to the regular base wage for their certification level.

All Ambulance Service employees are non-exempt (except the Director).

DISCUSSION:

New Hires

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Jul 24 2025

City Council STAFF REPORT



Meeting Date: City Council - Jul 28 2025

Agenda Item: Payroll - Lynne Pfortmiller - Liquor Stocker (Rally) (Liquor) - \$15.00 (non-exempt)

Prepared By: Jenn Bush,

BACKGROUND INFORMATION:

The Sales Clerk position staffs the cash register processing all sales through our point of sale system. The clerk ensures compliances with all alcohol sales regulations, checking identifications, etc. The clerk stocks shelves and coolers with product. The clerk answers customer questions and recommends product. The clerk maintains the cleanliness of building (i.e. cleans bathrooms, mops floors) and shelves (i.e. dusting and straightening product).

The Stocker position maintains inventory on the sales floor, assists with receiving, loading and unloading inventory. The Stocker answers buyer questions about inventory location, selection, etc. They also ensure the Store is clean and provide a theft deterrent by being physically in the aisles. The Stockers may be cross trained to provide back-up to the clerks. Stockers are also asked to make the daily inventory runs from Rapid. As such, they drive the City's Liquor Store van.

The Security position oversees the property and provides non-law enforcement security.

The parking attendants monitor the parking lot and ensure that vehicles and bikes are actually shopping at the Liquor Store. They also provide support to vendors on the property. We won't have this position in 2024, so the Security will handle parking issues.

These hires are all Rally seasonals, hired only for the Rally. The Clerks may work a shift or two prior to the start of Rally to train on the point of sales system. If a sales clerk is kept beyond the Rally, they become a part-time employee, working as scheduled for a maximum of 1,039 hours per year.

These non-exempt positions are not benefited.

DISCUSSION:

Ms. Pfortmiller is a returning employee at the liquor store

BUDGET IMPACT:

None. The Liquor Store budgets for seasonal Rally employees to meet demand.

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Jul 24 2025

City Council STAFF REPORT



Meeting Date: City Council - Jul 28 2025

Agenda Item: Listing of volunteers for Workers' Compensation and liability coverages in 2025 at the 23rd Annual Mayor's Ride. Sturgis Motorcycle Museum and Hall of Fame, Inc.
- Heidi Haro and Steve Haro.

Prepared By: Lance Scherer, Director, Sponsorship / Brand

BACKGROUND INFORMATION:

All volunteers who will be covered by the City's Work Comp policies must be notated in the City Council minutes each year.

BUDGET IMPACT:

Volunteers comprise a very minor portion of the work comp premiums paid by the City. This expense is included in the annual budget.

RECOMMENDATION:

Motion to approve.

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Jul 25 2025

MINUTES
City Council Meeting
City of Sturgis, South Dakota

Monday, July 21, 2025**6:30 PM****Council Chambers**

PRESENT: Kevin Forrester, Tony Dargatz, Jesse Blakeman, Jim Thompson, Nick Jones, Ruth Kopp, Alex Usera, Mark Chaplin, and Terry Jensen, Finance Officer, Ann Bertolotto and City Administrator, Aaron Jordan, and Administrative Staff (consists of Rick Bush and Geody VanDewater)

ABSENT: None

Call to Order Regular Meeting of the City Council

Mayor Forrester calls meeting to order at 6:30pm.

Pledge of Allegiance/Prayer

Pastor gives prayer.

Approval of the Agenda

Moved by Jones, seconded by Usera, to approve the agenda as posted
Members present carried unanimously.

Announcements and Praise

- Recycling area at Exit 32 will close on Monday 7/28, will reopen week after Rally

Non-Agenda matters that may come before the Council

Resident Brandon Snyder makes comments. Council responds.

Department Updates

June 2025 Sales Tax Report

City Administrator Jordan presents June sales tax report. June 2025 revenue is 19% lower than June 2024, and 2.5% lower YTD. Special sales tax revenue for June 2025 is 20% lower than June 2024, \$35,000 to \$43,500.00, and 13.5% lower YTD.

City Attorney Report

City Attorney Eric Davis gives assessment on last 6 months, and upcoming projects.

Mayor's Report

Payroll -Laurie Neisen-Hansen - (Finance) Rally Temp Help - \$14.50 (non-exempt)

Payroll - Janis Mathis-Anderson - (Finance) Rally Temp Help - \$14.50 (non-exempt)

Payroll - Steve Anders - (Finance) Rally Temp Help - \$14.50 (non-exempt)

Payroll - Public Works Seasonal Staff (Parks)- Tori Williams- Temporary Rally Increase \$17.00 per hour

Payroll- Public Works Seasonal Staff Rally (Sanitation) - Levi Littler- \$20.00

Payroll - Shelby Selfridge Weisz - Transfer wages allocation to Planning & Permitting 101-4196 for Rally pay period (Inspections) - No wage change

Payroll - Kayleen Selfridge - Transfer wages allocation to Planning & Permitting 101-4196 for Rally pay period (Inspections) - \$17.00

Payroll - Sheri Crowser (Custodian) (Rally Temporary) - \$12.75

Payroll - Sheri Crowser - Front Desk Attendant (Community Center) (Part-time) - \$12.75 (non-exempt)

Payroll - Front Desk Staff - Temporary Rally Increase for \$1.50 per hour

Payroll - Abraham Usera (Armory Custodian) (Rally Temporary) - \$15.00

Payroll - Patricia Usera (Armory Custodian) (Rally Temporary) - \$15.00

Payroll - Treyton Tammi - Liquor Stocker (Rally) (Liquor) - \$14.50 (non-exempt)

Payroll - Kevin Christenson - Security (Rally) (Liquor) - \$18.00 (non-exempt)

Payroll - Rhonda Fulkerson (Paramedic Part-time) (Ambulance) - \$25 on Orientation (\$27 off orientation)

Payroll - Matthew Habbe (Critical Care Paramedic Part-time) (Ambulance) - \$30 per hour

Payroll - Michael Bowser - Liquor Stocker (Rally) (Liquor) - \$14.75 (non-exempt)

Payroll - Easton Sabers - Liquor Stocker (Rally) (Liquor) - \$14.00 (non-exempt)

Payroll - Brian Owen (Critical Care Paramedic Part-time) (Ambulance) - \$30 per hour

Payroll - Clint Walker - (Rubble Site Operator) (Sanitation Enterprise Fund) \$24.66

Listing of volunteers for workers' compensation and liability coverages in 2025 at the Rally Photo Tower. Legion Riders - John Fleming, Jane Fleming, Rod Martens, Melanie Martens, Ernie Sanford, Michael Wood, Brian Gau, Valerie Gehlen, Lisa Gaudin, and Gene Eiring; Trinity Lutheran Church - Larry Hendricks, Carolyn Hendricks, Tom Termes, Shari Johnson, Glenn Johnson, Pastor Kenneth Reschke, Sandy Smith, Laurie Behrens, Kathy Sarchett, Joe Dobbins, Lee Stochine, Kathy Willuweit, Val Meintz and Todd Meintz; Sturgis Rotaract - Philippe Meunier, Hans Nelson, Jacques Dupret, Donna Dupret, Kim Webber, and David Webber; Grace Lutheran Church - Pastor Carla Nelson, Pastor Kevin Jensen, Andria Williams, Jared Williams, Kelly Magdanz, Otto Magdanz, Gordon Kotab, Terri Huntley, Maddie Bestgen, Chris Pankratz, Christian Pankratz, Lynette Kvanvig and Bob Tesch; Job's Daughters - Carla Knutson, Todd Knutson, Amelia Knutson, Karl Knutson, Bob Tesch, Audra Walz, Abby Johnson, Alisa Ennis, Chris Goodall, Xandria Goodall, Jade Weaver, Jennifer Little, Jakia Cleveland and Alora Wendt; Sturgis Lions Club - Leeann Smith, Ron Adams, Tim Brown, Cal

McGinnis, Robin Shank, Peggy Huseh, Billy Burke, Jenny Ness, Drew Goesch, and Dani Wilson; Medicine Wheel Ride - Lorna Cuny, Emorie Cuny, Lavinia Yannie, Lisa Rivera, Angelo Barrera, Jimmy Morales, and Crystaline Bauer; Girl Scouts - Laura Abernathy, Charlotte Abernathy, Reba Freeman, Atley Freeman-Long, Carena Reausaw, Brent Reausaw, Summer Reausaw, Adysyn Reausaw, Crystal Ryan, Abigail Ryan, Ellie Ryan, Tabettha Boatwright, Tianna Boatwright, and Ashland Boatwright; Compass Point - Candy Bieber, Hillary Schwab, Grace Stein, Nevada Ellison and Kolley Castellaw.

Payroll -Rebecca Weber - (Finance) Rally Temp Help - \$14.50 (non-exempt)

Volunteers for workers' compensation coverage in 2025. The Sturgis Soccer team will be volunteering for the city. Those individuals include Tyler Louder, Graden Glodt, Cael Glodt, Mason Brautigan, Jaxon Dodson, Brody Oliver, Brody Foster, Levi Doten, Charlie Knutson, Cooper Venjohn, Casey Cammack, Wyatt Jensen, Black Janssen, Lucas Zylstra, Liam Rotterdam, Evan Rotterdam, Callen Johnson, Trestin Snyder, Zayden Aplan, Isaac Tweedy, Levi Sjomeling and Tegan Salazar

Consider Consent Agenda

Consideration to approve the minutes from the July 7, 2025 City Council meeting

Moved by Chaplin, seconded by Usera, to approve the consent agenda.
Members present carried unanimously.

Approval of the claims

WAGES -

City Admin	\$ 7,102.77
Mayor & Council	\$ 6,407.30
Attorney	\$ -
Finance	\$ 10,225.56
HR	\$ -
City Manager	\$ -
Buildings	\$ 2,911.14
Custodial	\$ 3,187.94
Engineering	\$ -
Planning & Permitting	\$ 1,893.54
Fleet	\$ 7,990.18
Sponsorship	\$ 3,114.92
Rally	\$ -
Police	\$ 54,816.13
Animal Shelter	\$ 4,764.64
Fire Dept	\$ 862.32
Streets	\$ 13,315.58
Cemetery	\$ 438.87
Community Center	\$ 10,558.22
Recreation	\$ 4,255.70

Parks	\$ 16,946.84
Library	\$ 10,972.17
Auditorium	\$ -
Special Sales Tax	\$ -
Downtown BID	\$ -
Liquor	\$ 8,926.04
Water	\$ 13,412.40
Wastewater	\$ 16,408.62
Sanitary Service	\$ 17,529.42
Ambulance	\$ 37,987.77
SS	\$ 14,774.29
MED	\$ 3,455.28
FWT	\$ 20,491.66

CLAIMS -

Vendor Name	Description	Net Invoice Amount
A & B BUSINESS	COPIER LEASES MAY 2025	465.38
A & B WELDING CO	SUP & MAT	884.88
A & J SURPLUS	REP & MAINT	110.99
A TO Z SHREDDING	SHREDDING	65.05
ADMIRAL BEVERAGE CORP	LIQUOR	25728.37
ADVANCED ENG & ENVIR	CAP IMP	34445.8
ALL FAB AND WELD INC	SUP & MAT	3409
ALSCO, INC	SUP & MAT	328.94
ARMSCOR CARTRIDGE	SUP & MAT	5641
BAKER & TAYLOR	BOOKS	36.8
BALCO UNIFORMS CO. INC.	SUP & MAT	156
BEAR BUTTE VALLEY WATER	UTIL	163.35
BIERSCHBACH EQUIPMENT	REP & MAINT	1015.35
BIG DEAL AUTO	REP & MAINT	2267.56
BLACK HILLS CHEMICAL	SUP & MAT	1470.64
BLACK HILLS ENERGY	UTIL	52850.8
BLACK HILLS PIONEER	PUBL	1626.11
BLUE PEAK	PHONES/INTERNET	5165.69
BUBBLES, LLC	CAR WASHES	46.15
BUTTE ELECTRIC	UTIL	2068.33
CASH-WA DISTRIBUTING	LIQUOR	1674.94
CASK & CORK	LIQUOR	3382.56
CBH COOPERATIVE #112407	FUEL	9035.37
CBH COOPERATIVE - #865928	FUEL	106.39
CBH COOPERATIVE #920771	FUEL	184.76
CENGAGE LEARNING, INC / GALE	BOOKS	190.42
CENTRAL STATES SANITATION	REP & MAINT	1050

CHANGE BANKS	CHANGE	10700
CHILDREN'S HOME SOCIETY	PROF FEES PD INTERVIEWS	150
CITY OF BELLE FOURCHE	LANDFILL JUNE 2025	33747.2
CITY OF STURGIS WATER DEPT	Water June 2025	7798.13
COCA COLA BOTTLING CO	LIQUOR/WATER	1181.49
CULLIGAN OF THE BLACK HILLS	SUP & MAT	120.75
DAKOTA BARRICADE, LLC	CAP IMP	20234.48
DAKOTA EXTINGUISHER	REP & MAINT	64
DAKOTA PUMP	REP & MAINT	637.9
DIAMOND VOGEL PAINTS	PAINTING	127.5
ECOLAB PEST ELIMINATOR DIV	PEST CONTROL	379.94
EPIC OUTDOOR ADVERTISING, LLP	BILLBOARD LEASE/SUPPLIES	9614.1
FARM BOY SERVICES LLC	REP & MAINT	650
FLEXIBLE PIPE TOOL COMPANY	SUP & MAT	2505
FLOYD'S TRUCK CENTER	REP & MAINT	3148.47
FOTH INFRA & ENVIR	CAP IMP	29367.48
GREAT WESTERN TIRE CO	SUP & MAT	1488
GROSSENBURG IMPLEMENT	SUP/MAT/REP/MAINT	841.92
H&H SEPTIC SERVICE	REP & MAINT	225
HAWKINS	LIQUOR	130
HOMESLICE MEDIA GROUP, LLC	Contract June 2025	3500
INLAND TRUCK PARTS	REP & MAINT	1128.2
J & J ASPHALT	SUP & MAT	1366.8
JOHNSON WESTERN WHOLESALE	LIQUOR	36757.31
K T CONNECTIONS	PROF FEES IT	1645
KC'S AUTO REPAIR	REP & MAINT	175
KIEFFER SANITATION	SUP & MAT	643.64
KNIGHT, DARRYL	PROF FEES RALLY	500
LAWSON PRODUCTS	SUP & MAT	111.74
LEGENDARY ELECTRIC, LLC	REP & MAINT	412.26
LOCK & FIXIT	SUP & MAT	10
LOOKOUT PLAN & CODE CONS LLC	PROF FEES	450
LYNN'S DAKOTAMART-STURGIS	SUP & MAT	36.15
MARCO TECHNOLOGIES	PROF FEES PD	351.71
MASTERCARD	CREDIT CARDS	8389.11
MENARD'S	SUP & MAT	1429.63
MIDCONTINENT TESTING LAB	WATER TESTING	626.5
MONTANA DAKOTA UTILITIES	UTIL	4477.6
MONUMENT HEALTH RC HOSPITAL	PROF FEES	1654.26
NOONEY & SOLAY LLP	ATTORNEY FEES	3300
NORTHERN HILLS VET CLINIC	PROF FEES	276
NORTHERN TRUCK EQUIPMENT	REP & MAINT	1103.5
NORTHWEST PIPE FITTINGS	REP & MAINT	216.44
OREILLY AUTO PARTS	SUP & MAT	26.32

OWENS INTERSTATE	SUP & MAT	85.8
POINTCLICKCARE TECHNOLOGIES	PROF FEES	540
QUALITY BRANDS OF THE BH	LIQUOR	27191.45
QUIK SIGNS	AMB SUPP	618.18
RASMUSSEN MECHANICAL SERVICES	REP & MAINT	302.72
REPUBLIC BEVERAGE COMPANY	LIQUOR	19758.52
RICHTER'S TIRE & EXHAUST	REP & MAINT	321.13
RIVERFRONT BROADCASTING	RADIO ADS LIQUOR	1254.6
ROBERDEAU, TRENT	PROF FEES CC	40
RUNNINGS FARM AND FLEET	SUP & MAT	39.98
RUNNINGS SUPPLY INC	SUP & MAT	337.14
RUSHMORE OFFICE SUPPLY	SUP & MAT	481.2
SAUDER, LEVI	UNIF ALLOW	127.42
SAWYER BREWING CO	LIQUOR	349
SD DEPT OF TRANSPORTATION	CAP IMP	29.7
SERVALL TOWEL & LINEN	RUGS/TOWELS	97.22
SHOOTERS IMAGES, INC	PROF FEES RALLY 2025	2000
SIMON MATERIALS	REP & MAINT	640.38
SMITH, ALYSSA	TRANSPORT	30
SOUTH DAKOTA 811	PROF FEES	97.44
SOUTHERN GLAZER'S OF SD	LIQUOR	14041.74
SPECIALTY INSTALLATION, LLC	REP & MAINT	239.73
STURGIS ACE HARDWARE #1	SUP & MAT	145.62
STURGIS ACE HARDWARE #3	SUP & MAT	121.45
STURGIS NAPA	SUP & MAT	558.62
STURGIS TIRE PROS	REP & MAINT	60.8
THOMSON REUTERS	CODIFIED LAWS	337.57
TOLLISON, MATTHEW	TRANSPORT	30
TRUGREEN	WEED SPRAYING	1755.27
TWICE THE ICE	ICE	350.85
USA BLUE BOOK	WARR REPAIR	194.95
VANWAY TROPHY & AWARD	SUP & MAT	142.75
VOSS DISTRIBUTING	LIQUOR	630.8
WARNE CHEMICAL	WEED CONTROL	1356.02
WHISLER BEARING	REP & MAINT	139.66
ZASTOUPIL, AUSTIN	REFUND CC	122.22

Moved by Jensen, seconded by Thompson, to approve the claims.
Members present carried unanimously.

Public Hearings

Consideration to approve an SEL for the Knuckle Saloon for 2025 Sturgis Motorcycle Rally from 8/01/25 to 08/09/25

Deputy Finance Officer Robin Korth presents agenda report.

Moved by Jones, seconded by Usera, to approve an SEL for the Knuckle Saloon for 2025 Sturgis Motorcycle Rally from 8/01/25 to 08/09/25.

Members present carried unanimously.

Consideration to approve an SEL for One Eyed Jacks Saloon for Music on Main on 7/23/25, and 8/13/25.

Deputy Finance Officer Korth presents agenda report.

Moved by Usera, seconded by Kopp, to approve an SEL for One Eyed Jacks Saloon for Music on Main on 7/23/25, and 8/13/25.

Members present carried unanimously.

Consideration to approve an SEL for the Loud American Roadhouse for the Annual Lincoln Day Dinner on September 6, 2025 at the Sturgis Armory

Deputy Finance Officer Korth presents agenda report.

Moved by Jensen, seconded by Chaplin, to approve an SEL for the Loud American Roadhouse for the Annual Lincoln Day Dinner on September 6, 2025 at the Sturgis Armory.

Members present carried unanimously.

Consideration to approve an SEL for the Loud American Roadhouse for the Sturgis Mustang Rally from August 26-31, 2025

Deputy Finance Officer Korth presents agenda report.

Moved by Usera, seconded by Jones, to approve an SEL for the Loud American Roadhouse for the Sturgis Mustang Rally from August 26-31, 2025.

Members present carried unanimously.

Request to approve a Retail (on/off sale) Malt Beverage and SD Farm Wine for Elizabeth Vodicka at 825 14th St.

Deputy Finance Officer Korth presents agenda report. Elizabeth Vodicka explains plans for SEL.

Moved by Dargatz, seconded by Chaplin, to approve a Retail (on/off sale) Malt Beverage and SD Farm Wine for Elizabeth Vodicka at 825 14th Street.

Members present carried unanimously.

Public Works Director Rick Bush adds that the use of this location needs to be inspected and updated for occupancy.

Motion is amended to approve a Retail (on/off sale) Malt Beverage and SD Farm Wine for Elizabeth Vodicka at 825 14th Street pending a Certificate of Occupancy.

Members present carried unanimously on second vote.

Reports

Consideration of Use of City Property for the United Way Month of Caring Kickoff at Harley-Davidson Rally Point.

Deputy Finance Officer Korth presents agenda report.

Moved by Blakeman, seconded by Chaplin, to approve the use of City Property for the United Way Month of Caring Kickoff at Harley-Davidson Rally Point and waive the \$250 fee.

Members present carried unanimously.

Request for Consumption Permit for the 2025 Sturgis Motorcycle Rally at City Hall.

Deputy Finance Officer Korth presents agenda report.

Moved by Thompson, seconded by Jones, to approve Request for Consumption Permit for the 2025 Sturgis Motorcycle Rally at City Hall.

Members present carried unanimously.

Consideration to approve a SEL for the Oasis Bar and Fireside Lounge for serving while events and promotions are held at the Harley-Davidson Rally Point during the 85th annual Sturgis Motorcycle Rally August 1st - 9th.

Deputy Finance Officer Korth presents agenda report.

Moved by Jensen, seconded by Chaplin, to approve a SEL for the Oasis Bar and Fireside Lounge for serving while events and promotions are held at the Harley-Davison Rally Point during the 85th annual Sturgis Motorcycle Rally August 1st - 9th.

Carried by the following votes:

Ayes: Blakeman, Thompson, Jones, Kopp, Usera, Chaplin, and Jensen

Abstained: Dargatz

Consideration to approve a SEL for the Gas Monkey Sturgis for the Indian Motorcycle Block Party on August 3, 2025

Deputy Finance Officer Korth presents agenda report. Resident Tia Hartwell voices opposition to SEL approval. Public Works Director Bush responds to Hartwell concerns.

Moved by Jones, seconded by Usera, to approve a SEL for the Gas Monkey Sturgis for the Indian Motorcycle Block Party on August 3, 2025.

Members present carried unanimously.

Consideration to approve a SEL for the Iron Horse Saloon for the Steel Pony Campground from 8/01/25-08/10/25

Deputy Finance Officer Korth presents agenda report.

Moved by Chaplin, seconded by Kopp, to approve a SEL for the Iron Horse Saloon for the Steel Pony Campground from 8/01/25-08/10/25.

by the following votes:

Ayes: Dargatz, Blakeman, Jones, Kopp, Usera, Chaplin, and Jensen

Nays: Thompson

Consider Resolution 2025-32, concerning AFTE's Demand for Payment in the Amount \$501,694.04

RESOLUTION 2025-32

A RESOLUTION CONCERNING AFTE'S DEMAND FOR PAYMENT IN THE AMOUNT OF \$501,694.04

WHEREAS, in a letter dated July 3, 2025 (attached), AFTE shared its position that the City of Sturgis's failure to pay Invoice #2024123 in the amount of \$501,694.04 is a breach of the Co-Host Agreement between the parties dated May 22, 2024; and

WHEREAS, AFTE further advised that if the City fails to pay such invoice within thirty (30) days, which Paragraph 20 of the Co-Host Agreement provides is the amount of time to cure any default or breach, "AFTE will pursue all available legal remedies, including but not limited to monetary

damages, recovery of Shared Expenses, attorneys' fees, and other relief as available under law or contract"; and

WHEREAS, AFTE further advised it remains willing to engage in good-faith settlement discussions regarding what AFTE believes to be the City's payment obligations "and potential future cooperation, including—but not limited to—terms relating to the Sturgis Fairgrounds and Half-Mile racetrack"; and

WHEREAS, the Sturgis City Council reasonably believes that questions of law exist as to the validity of the Co-Host Agreement and its enforceability against the City of Sturgis; and

WHEREAS, even if the Co-Host Agreement is valid and enforceable against the City of Sturgis, the Sturgis City Council reasonably believes that questions of law exist as to the extent of the City's financial obligation, if any, and how losses are to be allocated between the parties based on the relevant language of the Co-Host Agreement; and

WHEREAS, even if the Co-Host Agreement is valid and enforceable against the City of Sturgis, AFTE has failed to fulfil its obligations to provide the City of Sturgis with the accounting information necessary to complete a final reconciliation to determine the amount of the City's financial obligation to AFTE, if any; and

WHEREAS, the City has continued to engage in good-faith discussions with AFTE regarding what AFTE believes to be the City's payment obligations and potential future cooperation, including—but not limited to—terms relating to the Sturgis Fairgrounds and Half-Mile racetrack;

NOW THEREFORE, BE IT RESOLVED BY THE STURGIS CITY COUNCIL that the City Finance Officer shall not remit payment to AFTE for any amount until and unless such payment is authorized by the Sturgis City Council; and

BE IT FURTHER RESOLVED that the Mayor and his designees, Council President Tony Dargatz, and Ward Three Counselor Jim Thompson are authorized to continue to engage in good-faith negotiations with AFTE regarding what AFTE believes to be the City's payment obligations and potential future cooperation; and

BE IT FURTHER RESOLVED that the Mayor shall report back to the Sturgis City Council regarding the progress or status of any such negotiations, and, if such negotiations result in a tentative agreement, to present the terms of such agreement to the Sturgis City Council for its consideration; and

BE IT FURTHER RESOLVED that, in the event good-faith negotiations with AFTE to resolve this dispute are unsuccessful and AFTE elects to commence legal action against the City of Sturgis as contemplated in its Notice, Attorney Mike Wheeler at DeMersseman Jensen Tellinghuisen & Huffman, LLP, 516 Fifth Street, Rapid City, SD 57701 is authorized to admit service of process on behalf of any City of Sturgis elected officials or officers required to be served under applicable South Dakota law.

Dated this 21st day of July, 2025.

Published: 08-01-2025

Effective: 08-01-2025

City Attorney Davis presents agenda report. Council discussion follows.

Moved by Chaplin, seconded by Thompson, to approve Resolution 2025-32, concerning AFTE's Demand for Payment in the Amount \$501,694.04 with the removal of "including-but not limited to-terms relating to the Sturgis Fairgrounds and Half-Mile racetrack" from paragraph 9 of the resolution.

Additional Council discussion follows motion.

Motion is withdrawn.

Moved by Chaplin, seconded by Usera, to approve Resolution 2025-32, concerning AFTE's Demand for Payment in the Amount \$501,694.04 with the following changes to paragraph 9 of the resolution:

1) the addition of City Councilman Thompson and City Councilman Dargatz as the Mayor's designees, and 2) the removal of "including-but not limited to-terms relating to the Sturgis Fairgrounds and Half-Mile racetrack".

by the following votes:

Ayes: Dargatz, Blakeman, Thompson, Jones, Usera, Chaplin, and Jensen

Abstained: Kopp

Public comments follow.

Consideration to approve the 2025 Tom's T's, Inc. Retail Licensing Agreement.

Sponsorship Director Lance Scherer presents agenda report. Councilman Thompson makes comment. City Administrator Jordan adds comment.

Moved by Chaplin, seconded by Kopp, to approve the 2025 Tom's T's, Inc. Retail Licensing Agreement.

Carried by the following votes:

Ayes: Dargatz, Blakeman, Jones, Kopp, Usera, Chaplin, and Jensen

Nays: Thompson

Consideration to approve the 2025 Exhibitor Agreement with PatchStop Roadshows, LLC.

Sponsorship Lance Scherer presents agenda report.

Moved by Chaplin, seconded by Usera, to approve the 2025 Exhibitor Agreement with PatchStop Roadshows, LLC at the Sturgis Liquor Store.
Members present carried unanimously.

Executive Session

Moved by Chaplin, seconded by Jones, to enter executive session at 8:20pm for 0 Personnel, 1 Legal, 0 Contracts, 0 Marketing, and 0 Security.
Members present carried unanimously.

Resume Open Meeting Return to Open Session

Moved by Chaplin, seconded by Jones, to adjourn executive session and return to open session at 8:43pm.
Members present carried unanimously.

Authorization to commence Litigation

City Attorney Davis presents agenda report.

Moved by Chaplin, seconded by Jensen, to authorize commencement of litigation against parties referenced in the agenda report.
Members present carried unanimously.

Adjourn

Moved by Chaplin, seconded by Thompson, to adjourn regular Council meeting at 8:50pm.
Members present carried unanimously.

ATTEST: _____ APPROVED: _____
Name Mayor

Published once at the total approximate cost of \$ _____

City Council STAFF REPORT



Meeting Date: City Council - Jul 28 2025

Agenda Item: Consideration to set a public hearing for August 18, 2025 for a Street Closure for the Kool Deadwood Nights - Sturgis Show & Shine

Prepared By: Robin Korth, Finance

BACKGROUND INFORMATION:

Kool Deadwood nights is once again coming to Sturgis. They would like to expand their street closure this year. The sponsors are going to provide the food, set up, tear down and staff. The closure will be for parking for registrants only so that they have an area so others can admire their cars.

DISCUSSION:

Picnic Luncheon for Kool Deadwood Nights

This public hearing will be in request for the street closures, for Kool Deadwood Nights on August 20, 2025 from 6:00am to 2:00pm. They are requesting to close Harley-Davidson Way from Fourth Street to Junction Avenue on Main Street and, Harley-Davidson Way from Lazelle Street south to the alley behind First Interstate Bank and, First Street and Third Street from the alley's south of Lazelle Street to the alley's south of Main Street. They will provide the staff to close the street and to reopen at the conclusion of the event. The only other things they have asked of the City is 10 picnic tables which are already staged at Rally Point and one 10x20 pop up tent.

BUDGET IMPACT:

Within budget

RECOMMENDATION:

Motion to approve

ATTACHMENTS:

[2025 Kool Deadwood Nites - Sturgis Show & Shine](#)

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Jul 25 2025

Special Event & Use of City Property Application

(Updated April 2025)

Application must be submitted at least **60 days** in advance of event to be get proper approval completed.

FILL OUT COMPLETELY OR IT WILL NOT BE APPROVED!

Please Return Completed Application to: Robin Korth at rkorth@sturgisgov.com or drop off at City of Sturgis Finance Dept., 1040 Harley-Davidson Way, Sturgis, SD 57785

Event Title: Kool Deadwood Nites - Sturgis Shew & Shine

Event Date: August 20, 2025 Hours: 11:00 AM - 2:00 PM

Sponsoring Organization: Sturgis Photo & Gifts ☐ Nonprofit
Do you have a 501c3 status? Yes ☐ No ☐ (Please attach a copy of your exemption)

Applicant Information: Name: Cem Iskender

Email: cem@patchstop.com Phone: 386-451-2900

Address: 1081 Main St Sturgis, SD 57785
Street/PO Box City State Zip Code

Contact Person on day of event: SAME Phone: _____
*This person(s) must be in attendance for the event and available that day

Event Information

Anticipated Attendance (Contestants/Spectators) 250 vehicles

Type of Event: Car Show Admission/entry cost: Free

Explanation of Event: Kool Deadwood Nites - Sturgis Run
lunch gathering

Location of event: main St, Sturgis H-D Rally Point Plaza, Barry Stadium, Other
(Contact 347-3916 for Park Shelters or 347-6513 for Armory/Community Center)

Set up date/time: _____ Tear down date/time: _____

Are you requesting Open Container be allowed for the event: Yes ☐ No ☒ **This is an additional \$50 fee and requires the applicant to post and remove boundary signs. Signs and map provided by the City.

Does this event include the sale of alcoholic beverages? ☒ Yes ☐ No ☐ Yes **This is an additional \$50 fee
If alcohol is served on city property or in public right-of-way, please contact City Hall (347-4422) for a **Special Events License. Also, please make arrangements with the Sturgis Police Department (347-5070).

1

Office Use: Date Received at R&E: _____ City Admin Approval _____



Does this event include the use of: Music, Fireworks, Special Lighting, Sound System (Circle what's used)

Please explain: music playing at Harley point

Does this event require street closure(s)? No ☒ Yes - *Please complete the street closure request attached **There is a \$50 fee for road closures** (excluded with proof of nonprofit status)

Affidavit of Applicant

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event. I am authorized to commit my organization to this proposed event and agree that our organization will be financially responsible for any/all costs and fees that may be incurred because of this event. This includes cleanup fees, damage costs, etc.

Applicant: Cem Iskender Signature:  Date: 7/22/25
(print)

Insurance Requirements

Insurance for your event will be required before final approval. The applicant must provide a copy of their certificate of insurance that provides for at least \$1,000,000 in general liability coverage, listing the City of Sturgis as an 'Additional Insured' and insurance covering spectators. Additional insurance may be required for use of inventory items such as tents, bleachers, etc.

**You may purchase insurance through TULIP Event Insurance at www.onebeaconentertainment.com*

Name of Insurance Company: _____

Agent: _____ Business Phone: _____

Address: _____
Street City State Zip Code

**Applications cannot be processed without insurance and maps if needed and will be denied.*

**Property Maintenance- Facility must cleaned after the event. This includes trash pickup, spills on pavers, stage, or any other areas of the facility. Lack of cleaning can result in denial of use for future events.*

****Upon approval of the application, applicant may be required to complete further paperwork at the City Hall Office – 1040 Harley-Davidson Way, Sturgis, SD 57785 (605-347-4422)**



Events Inventory List and Notice of Fees

No Items will be available during the Sturgis Motorcycle Rally

Organization MUST provide labor for loading and unloading equipment. City Staff is not required to assist in loading/unloading equipment.

You are required to pick up/return items (Mon-Thurs 8am-3pm)

Pick up Date : _____ Return Date : _____

Please note which items you will be needing for your upcoming event.

Pop Up Tents Quantity 1 10' x 10' or 10x20

Bleachers Quantity _____ (6 qty. available in inventory) **Deposit Amt Paid** _____

- o **\$100.00 cash deposit required per bleacher.** Deposit may be returned within 7 days if no damage is found upon inspection
- o Portable Aluminum bleachers can accommodate approximately 50 people
- o Bleachers must be transported by the organization and require 2" ball hitch

Picnic Tables Quantity 10 (10 qty. available in inventory – 6 regular, 4 ADA accessible)

- o Picnic tables typically accommodate 6-8 people per table
- o Tables may be provided by the City but organization will be required to transport tables

Light weight Crowd Control Panels (4'x6.5') Quantity _____

** If you want the heavy crowd control panels, contact Public Works 605-347-3916

Garbage Totes Quantity _____ 90 gal totes (Residential) Quantity _____ 300 gal totes (Commercial)

Banquet Tables – Please contact Rod Heikes at the Sturgis Community Center at 605-347-6513

Portable Toilets – Please contact sanitation companies, well in advance, to rent portable toilets for your event.

Organization is responsible for scheduling rental, delivery/pickup and any servicing/pumping of toilets for the event and is responsible for the costs associated with those services. The City DOES NOT provide portable toilets.

Ambulance - Please contact Sturgis Fire/Ambulance at 347-5801

You are responsible for First Aid Staffing & Equipment. According to City Ordinance, any events held in Sturgis that request emergency services on site are required to use Sturgis Ambulance and Fire Services.

Dates: _____ Time: _____ Explain arrangements made: _____



Event Street Closure Request Form

Street Closure Request must be submitted at least 60 days in advance of event

(Please attach a \$50.00 payment for street closure request (waived with proof of nonprofit))

Event Name : Sturgis Show & Shine - Kool Deadwood Nites

Street Closure location(s) requested: _____

***Please submit a map of the requested street closure with your request form**

Date/Time of Street Closure and re-opening: Aug 20th early morning till 2pm

Reason for Requested Street(s) Closure: safety

***Written Notification of businesses/residents within 200 feet of proposed street closure is required.**

- Have you notified the businesses/residents within the 200' requirement? Yes ___ No y
- Date of notification: _____
- Please submit a list of names/addresses you have notified and copy of letter

Additional Comments: _____

Submitted by: _____ Signature: _____ Date: _____

Parade Request Form

(Attach map with request and Certificate of Insurance)

Parade Request must be submitted at least 60 days in advance of event

***Organization is responsible for any clean up if animals participate in the parade**

Parade Name: _____

Applicant: Organization/Name: _____

Email: _____ Phone: _____

Address: _____

Street/PO Box City State Zip Code

Date of Parade: _____ Start Time: _____ End Time: _____

Parade Route proposed: _____

Starting/Lineup Address _____ Yes/No If Private Property Has landowner given permission? Yes/No

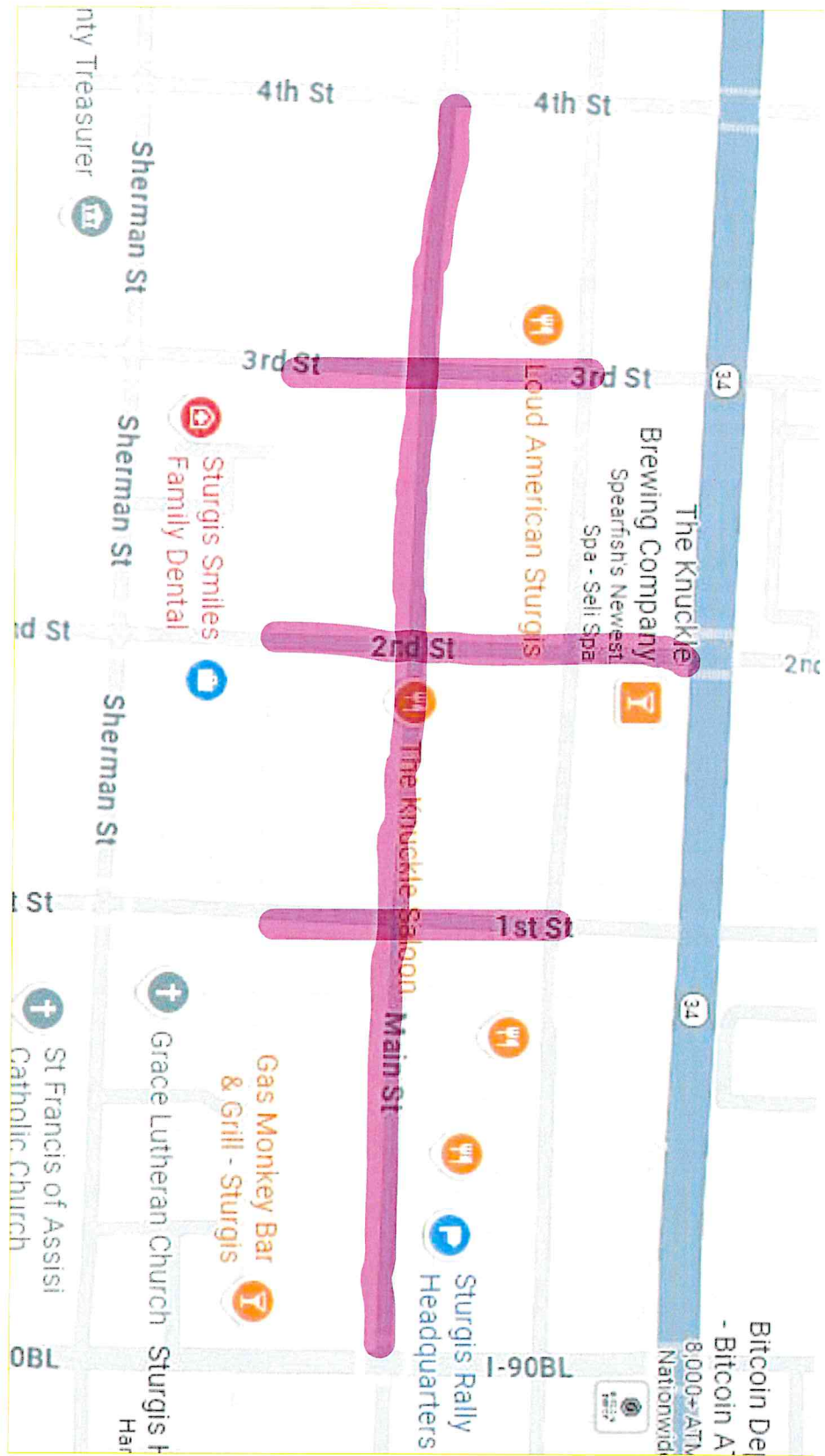
Description & Reason for Parade: _____

Please indicate if you request use of the following:

____ **Police Escort** – YOU are responsible for contacting the Sturgis Police Dept. 605-347-5070

____ **Barricades/Barriers: Quantity** _____ **YOU are responsible for making arrangements for placement**

Submitted by: _____ Date: _____



RESOLUTION 2025-33

**RESOLUTION TO CLOSE DESIGNATED STREETS ON CERTAIN PUBLIC PROPERTY
AND WITHIN CERTAIN PUBLIC RIGHTS OF WAY FOR THE KOOL DEADWOOD NIGHTS –
STURGIS SHOW & SHINE**

WHEREAS, the Kool Deadwood Nights – Sturgis Show & Shine will be held in the City of Sturgis, August 20, 2025, and

WHEREAS, the City of Sturgis will close Harley-Davidson Way from Fourth Street to Junction Avenue on Main Street and, Harley-Davidson Way from Lazelle Street south to the alley behind First Interstate Bank and, First Street and Third Street from the alley's south of Lazelle Street to the alley's south of Main Street; and

WHEREAS, the Police Department will be authorized to tow vehicles within the street closure area, starting August 20, 2025 after 5:00 am.

NOW THEREFORE IT IS HEREBY RESOLVED, as set forth herein that the City of Sturgis shall hereby close the City streets to vehicular traffic and unauthorized parking between 5:00 am until the conclusion of the event on August 20, 2025,

Dated this 28th day of July, 2025.

CITY OF STURGIS

Kevin Forrester, Mayor

ATTEST:

Ann Bertolotto, Finance Officer

Published:

Effective:

City Council STAFF REPORT



Meeting Date: City Council - Jul 28 2025

Agenda Item: Consideration to approve an Amended Street Closure for the 2025 Fall Festival on September 20, 2025.

Prepared By: Robin Korth, Finance

BACKGROUND INFORMATION:

The Sturgis Chamber of Commerce is requesting an **amended** street closure to accommodate the 2025 Sturgis Fall Festival. The family-friendly Festival will include activity booths, musical entertainment, and food & drink at Harley-Davidson Rally Point. A hay bale maze will also be set up on Harley-Davidson Way.

DISCUSSION:

The Chamber is asking to close Harley-Davidson Way from Main St to Lazelle Street; and Main Street from Third Street to the H-D Way intersection from 7 AM on Saturday, September 20, until noon on Sunday, September 21. This will include sufficient time to remove the hay bale maze. A map is included in the event application.

BUDGET IMPACT:

The event is within budget.

ATTACHMENTS:

[2025 Sturgis Fall Festival Amended](#)

[2025 Fall Festival Map](#)

[Resolution 2025-17 AMENDED for Fall Festival-closure of street and Open Container](#)

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Jul 16 2025

Special Event & Use of City Property Application

Application must be submitted at least **60 days** in advance of event to be get proper approval completed.

FILL OUT COMPLETELY TO INSURE YOUR APPROVAL IS NOT DELAYED

Please Return Completed Application to:

City Hall, 1040 Harley-Davidson Way, Sturgis, SD 57785

Event Title: Sturgis Fall Fetsival

Event Date: 9/20/25 Hours: Setup 6AM Tear down 8PM 2-6PM

Sponsoring Organization: Sturgis Area Chamber of Commerce ☐ Nonprofit

Do you have a 501c3 status? Yes ___ No X (Please attach a copy of your exemption)

Name of Person filling out form: Kadence Gleason

Email: Events@sturgisareachamber.com Phone: 605-347-2556

Address: 2040 Junction Ave Sturgis SD 57785

Street/PO Box City State Zip Code

Contact Person(s) on day of event: Kadence Gleason Phone: (605) 347-2556

**This person(s) must be in attendance for the event and available that day*

Event Information

Type of Event: Festival Set up date/time: 6AM 9/20 Tear down date/time: 8PM 9/20

Admission/entry cost: _____ Anticipated Attendance (Participants/Spectators): 700+

Purpose of Event: Festival with Kid + Family Activities

Location of event: H-D Rally Point H-D Rally Point, Barry Stadium, Other

(Contact 347-3916 for Park Shelters or 347-6513 for Armory/Community Center)

Does this event require street closure(s)? ___ No X Yes – If yes, complete road closure form attached

***Requires a \$50 fee for road closures (excluded with proof of nonprofit status)*

Are you requesting Open Container: ___ No X Yes Date and Time requested 2pm 10pm

***Requires a \$50 fee and Applicant MUST post and remove boundary signs provided by the City.*

Does this event include the sale of alcoholic beverages? ___ No X Yes

***Requires a \$50 fee*

*****If alcohol is served on city property or in public right-of-way, complete attached Special Events License.***

Does this event include the use of: Music, Special Lighting, Sound System (Circle what's used)

Will you provide the above or need City property for your use? X No ___ Yes

Does your event require the use of Fireworks? X No ___ Yes – If yes, contact Planning & Permitting for the pyrotechnic request form(605-347-4422).

1

Office Use: Date Received at R&E: _____ City Approval _____



Affidavit of Applicant

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event. I certify that I am authorized to commit my organization to this proposed event and agree that our organization will be financially responsible for any/all costs and fees that may be incurred because of this event. This includes cleanup fees, damage costs, etc.

By signing below, I understand I will be financially responsible for any damages or replacement costs for the equipment and hereby agree to pay for them if deemed necessary.

Applicant: Kadence Gleason Signature: [Signature] Date: 7/15/25
(print)

Insurance Requirements

Insurance for your event will be required before final approval. The applicant must provide a copy of their certificate of insurance that provides for at least \$1,000,000 in general liability coverage, listing the City of Sturgis as an 'Additional Insured' and insurance covering spectators. Additional insurance may be required for use of inventory items such as tents, bleachers, etc.

**You may purchase insurance through TULIP Event Insurance at www.onebeaconentertainment.com*

Name of Insurance Company: Leavitt Heartland Insurance

Agent: Derrick Linn Business Phone: (605) 347-4583

Address: 942 14th St Sturgis SD 57785
Street City State Zip Code

**Applications cannot be processed without insurance and maps if needed and will be denied.*

**Property Maintenance- Facility must be cleaned after the event. This includes trash pickup, spills on pavers, stage, or any other areas of the facility. Lack of cleaning can result a \$100 fine and denial of use for future events.*

****Upon approval of the application, applicant may be required to complete further paperwork as required by the Rally & Events Department.**



Rally & Events Inventory List and Notice of Fees

No Items will be available during the Sturgis Motorcycle Rally

Contact Rally & Events to confirm time for pick up/return (Mon-Fri 8am-4pm)

Pick up Date : _____ **Return Date :** _____

Organization MUST provide labor for loading and unloading equipment.

City Staff is not required to assist in loading/unloading equipment.

Bleachers Aluminum bleachers can accommodate approximately 50 people and require 2" ball hitch to move

Picnic Tables Picnic tables typically accommodate 6-8 people per table*

Aluminum Light weight Crowd Control Panels Panels are 4'x6.5'

Banquet Tables – contact the Sturgis Community Center at 605-347-6513

Heavy-Duty Crowd Control Panels – contact Public Works 605-347-3916

Portable Toilets – **CITY DOES NOT PROVIDE THESE** Please contact sanitation companies in advance to rent portable toilets for your event. Organization is responsible for scheduling rental, delivery/pickup and any servicing/pumping of toilets for the event and is responsible for the costs associated with those services.

Ambulance- Please contact Sturgis Fire/Ambulance at 347-5801

You are responsible for First Aid Staffing & Equipment. According to City Ordinance, any events held in Sturgis that request emergency services on site are required to use Sturgis Ambulance and Fire Services.

Dates: _____ Time: _____ Explain arrangements made: _____

Office Use Only: Staff initials _____

Open Container \$50	No Yes Paid Cash/Check	Equip Use Fee _____	Amt Paid _____	Date _____
Street Closure \$50	No Yes Paid Cash/Check	SEL No Yes SEL Name _____		Date _____

Event Name : Sturgis Chamber Fall Festival

Street Closure location(s) requested: Harley-Davidson way main st to Lazelie

Main St from Harley-Davidson to the rd st.

Date/Time of Street Closure and re-opening: 6am-8pm 9/20

Reason for Requested Street(s) Closure: Hay maze, vendors, kids activities

Written notification of businesses/residents within 200 feet of proposed street closure is required.

- Businesses/residents notified within the 200' requirement? Yes ___ No X
- Date of notification: _____
- Attach a list of names/addresses you have notified and copy of letter
- Map of Road Closure must be attached and submitted
-

Additional Comments: _____

Submitted by: Kadence Gleason Signature: [Signature] Date: 9/15/20



Parade Request Form – Must be submitted 60 days prior to event
(Attach map with request and Certificate of Insurance)

**Organization is responsible for any clean up if animals participate in the parade*

Parade Name: _____

Applicant/Organization: _____

Email: _____ Phone: _____

Address: _____

Street/PO Box City State Zip Code

Date of Parade: _____ Start Time: _____ End Time: _____

Starting/Lineup Address _____ If Private Property Has landowner given permission? Yes/No

Parade Route proposed: _____

Description & Reason for Parade: _____

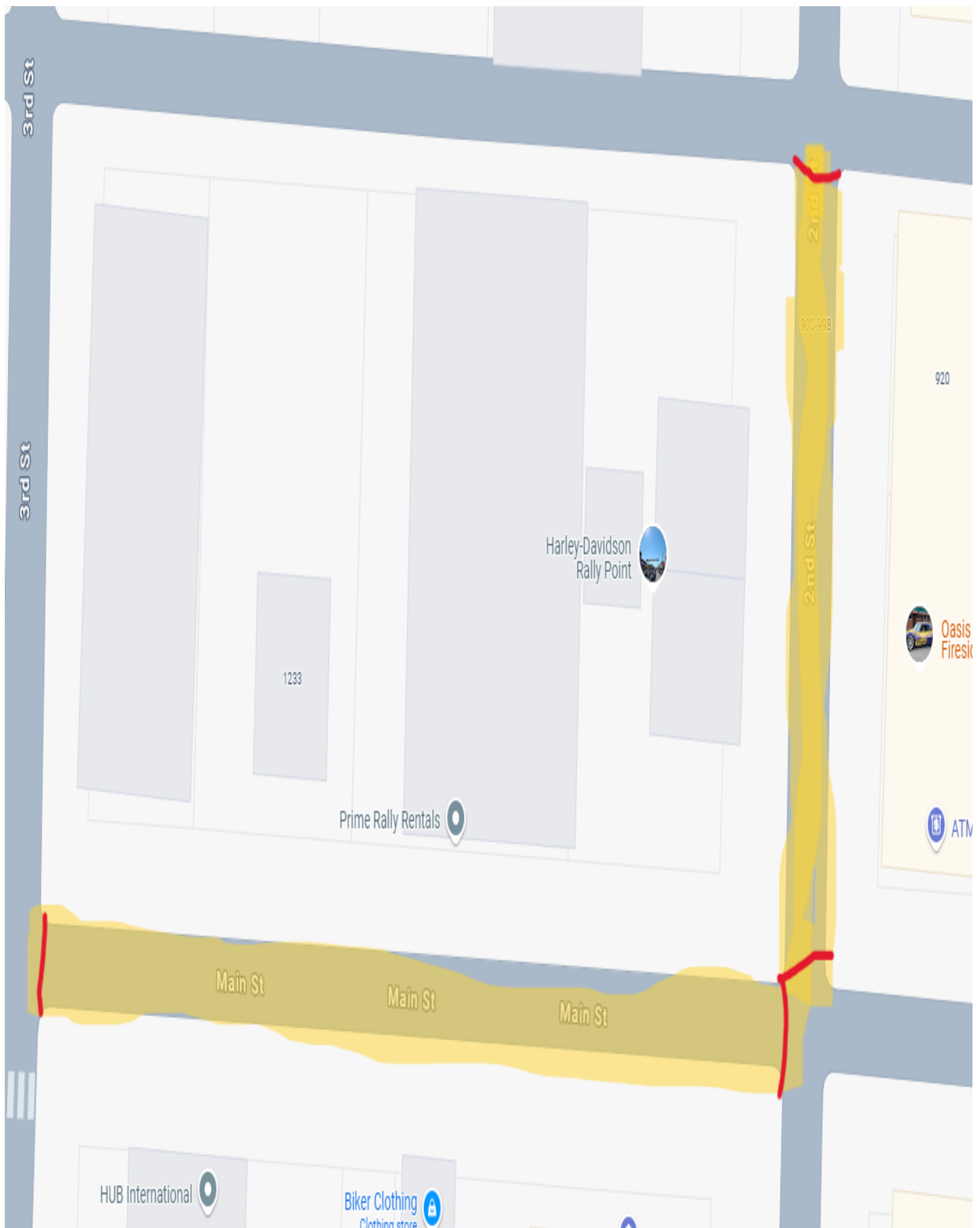
Please indicate if you request use of the following:

____ **Police Escort – YOU are responsible** for contacting the Sturgis Police Dept. 605-347-5070

____ **Barricades/Barriers: YOU are responsible** for making arrangements for and placement of panels

Submitted by: _____

Date: _____



RESOLUTION 2025-17 AMENDED
RESOLUTION TO CLOSE DESIGNATED STREETS ON CERTAIN PUBLIC PROPERTY
AND WITHIN CERTAIN PUBLIC RIGHTS OF WAY AND LIFTING OF OPEN CONTAINER
BAN FOR THE 2025 FALL FESTIVAL

WHEREAS, the 2025 Fall Festival will be held in the City of Sturgis, September 20, 2025, and

WHEREAS, the Sturgis Chamber of Commerce will close Harley-Davidson Way from Main Street to Lazelle Street (the alley will remain open) and on Main Street from Harley-Davidson Way to Third Street from 7:00 am until 8:00 pm for games and activities; and lifting of open container ban; and

WHEREAS, the Police Department will be authorized to tow vehicles within the street closure area, starting September 20, 2025 after 2:00 am.

NOW THEREFORE IT IS HEREBY RESOLVED, as set forth herein that the City of Sturgis shall hereby close the city street to vehicular traffic, unauthorized parking and lifting the open container ban between 2:00 am until 8:00 pm September 20, 2025.

Dated this 28th of July 2025.

CITY OF STURGIS

Kevin Forrester, Mayor

ATTEST:

Ann Bertolotto, Finance Officer

Published:
Effective:

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Mayor & Council					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4111-41500 Group Insurance	Insurance June 2025	12.00	06/10/2025
Total General:				12.00	
Total Mayor & Council:				12.00	
Attorney					
General					
DEMERSSEMAN JENSEN	DEMERSSEMAN JENSEN	101-4141-42200 Professional Fees	Prof Fees	75.00	06/03/2025
Total General:				75.00	
Total Attorney:				75.00	
Finance Office					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4142-41500 Group Insurance	Insurance June 2025	17.25	06/10/2025
CASELLE, INC.	CASELLE, INC.	101-4142-42200 Professional Fees	Prof fees for Bank Recs	14,400.00	06/30/2025
CASELLE, INC.	CASELLE, INC.	101-4142-42200 Professional Fees	Prof Fees	2,251.00	07/01/2025
CENTURY BUSINESS PRODUCTS, INC	CENTURY BUSINESS PRODUCTS, INC	101-4142-42600 Supplies & Materials	Copier Lease June 2025	58.91	06/25/2025
RUSHMORE OFFICE SUPPLY	RUSHMORE OFFICE SUPPLY	101-4142-42600 Supplies & Materials	Window envelopes	347.50	07/18/2025
RUSHMORE OFFICE SUPPLY	RUSHMORE OFFICE SUPPLY	101-4142-42600 Supplies & Materials	Korth Notary stamp	49.00	07/18/2025
Total General:				17,123.66	
Total Finance Office:				17,123.66	
Information Technology					
General					
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof Fees	1,000.00	07/05/2025
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof Fees	600.00	07/05/2025
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof Fees	600.00	07/05/2025
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof Fees	640.00	07/24/2025
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof Fees Rally Setup 2025	900.00	07/24/2025
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42600 Supplies & Materials	Supplies	329.99	07/24/2025
Total General:				4,069.99	

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Total Information Technology:				4,069.99	
Buildings					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4192-41500 Group Insurance	Insurance June 2025	2.25	06/10/2025
ECOLAB PEST ELIMINATOR DIV	ECOLAB PEST ELIMINATOR DIV	101-4192-42500 Repairs & Maintenance	pest control	175.12	07/17/2025
ECOLAB PEST ELIMINATOR DIV	ECOLAB PEST ELIMINATOR DIV	101-4192-42500 Repairs & Maintenance	Pest control spraying PW	150.00	07/17/2025
LEGENDARY ELECTRIC, LLC	LEGENDARY ELECTRIC, LLC	101-4192-42500 Repairs & Maintenance	starter/hot tub	107.14	07/17/2025
RASMUSSEN MECHANICAL SERVICES INC.	RASMUSSEN MECHANICAL SERVICE	101-4192-42500 Repairs & Maintenance	replaced condenser fan motor - City Hall	3,641.00	07/18/2025
RATHERT SOLUTIONS	RATHERT SOLUTIONS	101-4192-42500 Repairs & Maintenance	Jetting of Library kitchen sink	200.00	07/24/2025
SERVALL TOWEL & LINEN	SERVALL TOWEL & LINEN	101-4192-42600 Supplies & Materials	Mats & towels Library	51.12	07/23/2025
SERVALL TOWEL & LINEN	SERVALL TOWEL & LINEN	101-4192-42600 Supplies & Materials	City Hall rugs	46.10	07/23/2025
Total General:				4,372.73	
Total Buildings:				4,372.73	
Custodial					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4193-41500 Group Insurance	Insurance June 2025	14.50	06/10/2025
Total General:				14.50	
Total Custodial:				14.50	
Planning and Permitting					
General					
CBH COOPERATIVE #920771	CBH COOPERATIVE #920771	101-4196-42600 Supplies & Materials	Fuel	61.80	07/16/2025
VERIZON WIRELESS	VERIZON WIRELESS	101-4196-42800 Utilities	Temp tables Rally July 2025	54.74	07/19/2025
Total General:				116.54	
Total Planning and Permitting:				116.54	
Fleet Management					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4197-41500 Group Insurance	Insurance June 2025	12.50	06/10/2025
STURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4197-42600 Supplies & Materials	Acrylic Sheet for Fuel Island	27.99	07/22/2025
VERIZON WIRELESS	VERIZON WIRELESS	101-4197-42800 Utilities	Phones July 2025	36.21	07/19/2025

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Total General:				76.70	
Total Fleet Management:				76.70	
Sponsorship					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4198-41500 Group Insurance--Spo	Insurance June 2025	14.00	06/10/2025
BOTSFORD, NATHAN	BOTSFORD, NATHAN	101-4198-42200 Professional Fees	August 4 Rally Point band	1,300.00	07/25/2025
BOTSFORD, NATHAN	BOTSFORD, NATHAN	101-4198-42200 Professional Fees	August 6 Rally Point band	1,300.00	07/25/2025
BOTSFORD, NATHAN	BOTSFORD, NATHAN	101-4198-42200 Professional Fees	August 8 Rally Point band	1,300.00	07/25/2025
BRIAN, KENNETH	BRIAN, KENNETH	101-4198-42200 Professional Fees	August 1 Rally Point band	1,200.00	07/25/2025
BRIAN, KENNETH	BRIAN, KENNETH	101-4198-42200 Professional Fees	August 2 Rally Point band	800.00	07/25/2025
BRIAN, KENNETH	BRIAN, KENNETH	101-4198-42200 Professional Fees	August 3 Rally Point band	800.00	07/25/2025
GHOST TOWN RIDERS	GHOST TOWN RIDERS	101-4198-42200 Professional Fees	August 7 Rally Point band	500.00	07/25/2025
GHOST TOWN RIDERS	GHOST TOWN RIDERS	101-4198-42200 Professional Fees	August 9 Rally Point band	500.00	07/25/2025
Iron Owl's	Iron Owl's	101-4198-42200 Professional Fees	August 2 Rally Point band	500.00	07/25/2025
Iron Owl's	Iron Owl's	101-4198-42200 Professional Fees	August 3 Rally Point band	500.00	07/25/2025
Paramount	Paramount	101-4198-42200 Professional Fees	August 5 Rally Point band	1,300.00	07/25/2025
PERFECT WAVE PRODUCTIONS LLC	PERFECT WAVE PRODUCTIONS LLC	101-4198-42200 Professional Fees	2025 Rally - RP Sound Eqp/Services	9,050.00	07/25/2025
WP MUSIC	WP MUSIC	101-4198-42200 Professional Fees	August 8 Rally Point band	800.00	07/25/2025
NELSON'S TENTS & EVENTS, INC.	NELSON'S TENTS & EVENTS, INC.	101-4198-42400 Rental--Sponsorship	Rental - Tents	8,860.65	07/25/2025
ALL FAB AND WELD INC	ALL FAB AND WELD INC	101-4198-42600 Supplies & Materials -	Rally Point Signs Refurb (Add On)	473.00	07/21/2025
VERIZON WIRELESS	VERIZON WIRELESS	101-4198-42800 Utilites	Phones July 2025	36.21	07/19/2025
Total General:				29,233.86	
Total Sponsorship:				29,233.86	
Rally Department					
General					
HELIX SOLUTIONS	HELIX SOLUTIONS	101-4199-42200 Professional Fees--Rall	Prof Fees Superstore Host	350.00	07/01/2025
WILEN MASONRY, INC.	WILEN MASONRY, INC.	101-4199-42200 Professional Fees--Rall	Prof Fees to install bricks	5,253.07	07/08/2025
BLUE PEAK	BLUE PEAK	101-4199-42800 Utilities--Rally	Phone/Internet June 2025	261.49	06/30/2025
VERIZON WIRELESS	VERIZON WIRELESS	101-4199-42800 Utilities--Rally	Phones July 2025	38.38	07/19/2025
Total General:				5,902.94	
Total Rally Department:				5,902.94	

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Police					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4211-41500 Group Insurance	Insurance June 2025	39.75	06/10/2025
JOHNNY'S TREAD MARK TIRE & SERVICE	JOHNNY'S TREAD MARK TIRE & SERV	101-4211-42500 Repairs & Maintenance	4250-4 154 Flat Repair	32.96	07/24/2025
RICHTER'S TIRE & EXHAUST, LLC	RICHTER'S TIRE & EXHAUST, LLC	101-4211-42500 Repairs & Maintenance	4250-2 138 Tire Mount/Balance	91.54	07/23/2025
ON SITE FIRST AID AND SUPPLY	ON SITE FIRST AID AND SUPPLY	101-4211-42600 Supplies & Materials	First aid re-stock	148.40	07/17/2025
RICHTER'S TIRE & EXHAUST, LLC	RICHTER'S TIRE & EXHAUST, LLC	101-4211-42600 Supplies & Materials	4260-6 Oil Change 141	107.49	07/18/2025
WESTERN COMMUNICATIONS	WESTERN COMMUNICATIONS	101-4211-42600 Supplies & Materials	Radio Batteries	828.00	07/16/2025
VERIZON WIRELESS	VERIZON WIRELESS	101-4211-42800 Utilities	Phones July 2025	22.72	07/19/2025
COCA COLA BOTTLING COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	101-4211-42900 Other	Rally Water	819.00	07/21/2025
DAKOTA BARRICADE, LLC	DAKOTA BARRICADE, LLC	101-4211-42900 Other	Tax -3	10.85	07/09/2025
DAKOTA BARRICADE, LLC	DAKOTA BARRICADE, LLC	101-4211-42900 Other	Cones for EVOC -3	175.00	07/09/2025
STURGIS ACE HARDWARE #3	STURGIS ACE HARDWARE #3	101-4211-42900 Other	Striping paint for EVOC -3	10.99	07/08/2025
TOM'S T'S	TOM'S T'S	101-4211-42900 Other	SPECIAL RALLY OFFICER SHIRTS	517.72	06/16/2025
Total General:				2,804.42	
Total Police:				2,804.42	
Animal Shelter					
General					
ECOLAB PEST ELIMINATOR DIV	ECOLAB PEST ELIMINATOR DIV	101-4212-42500 Repairs & Maintenance	PEST CONTROL	114.93	07/18/2025
VERIZON WIRELESS	VERIZON WIRELESS	101-4212-42800 Utilities	Phones July 2025	76.76	07/19/2025
Total General:				191.69	
Total Animal Shelter:				191.69	
Fire					
General					
DOOR SECURITY PRODUCTS, INC.	DOOR SECURITY PRODUCTS, INC.	101-4229-42200 Professional Fees	COMPUTER WORK SPLIT WITH AMBULANCE	102.68	05/20/2025
DOOR SECURITY PRODUCTS, INC.	DOOR SECURITY PRODUCTS, INC.	101-4229-42200 Professional Fees	COMPUTER WORK SPLIT BETWEEN FIRE/AMB	80.35	06/25/2025
INOVALON PROVIDER, INC.	INOVALON PROVIDER, INC.	101-4229-42200 Professional Fees	Billing provider	497.36	05/22/2025
COCA COLA BOTTLING COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	101-4229-42600 Supplies & Materials	Split distribution (Rally Water)	204.75	07/21/2025
Total General:				885.14	
Total Fire:				885.14	

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Streets					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4311-41500 Group Insurance	Insurance June 2025	20.75	06/10/2025
LACAL EQUIPMENT, INC.	LACAL EQUIPMENT, INC.	101-4311-42500 Repairs & Maintenance	Pressure switch #70	235.81	07/09/2025
RUNNINGS SUPPLY INC	RUNNINGS SUPPLY INC	101-4311-42500 Repairs & Maintenance	LED work light tract #50	24.99	07/17/2025
STURGIS NAPA	STURGIS NAPA	101-4311-42500 Repairs & Maintenance	2 Brake rotor, kit, pads, 2 control arm ball joint & 2 tie rod ends #118	415.07	07/17/2025
STURGIS NAPA	STURGIS NAPA	101-4311-42500 Repairs & Maintenance	Mini lights & 2 slide terminals #70	11.80	07/17/2025
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	101-4311-42600 Supplies & Materials	Sani-T-10 cleaner	982.99	07/08/2025
EPIC OUTDOOR ADVERTISING, LLP	EPIC OUTDOOR ADVERTISING, LLP	101-4311-42600 Supplies & Materials	No Parking Street Decals - Rally	1,000.00	07/22/2025
G & H DISTRIBUTING, INC.	G & H DISTRIBUTING, INC.	101-4311-42600 Supplies & Materials	RALLY Nozzle, flex nylon & 2" ironsides discharge 150 psi	197.44	07/08/2025
OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.	101-4311-42600 Supplies & Materials	HD oil, fuel & 2 air filters #50	81.87	07/17/2025
RUNNINGS SUPPLY INC	RUNNINGS SUPPLY INC	101-4311-42600 Supplies & Materials	Rubberized duct tape, cable ties RALLY	48.44	07/23/2025
SIMON MATERIALS	SIMON MATERIALS	101-4311-42600 Supplies & Materials	Sand	360.45	07/16/2025
STURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4311-42600 Supplies & Materials	Wood shims & drill bit for rally stop signs	16.76	07/22/2025
Total General:				3,396.37	
Total Streets:				3,396.37	
Street Lighting					
General					
STURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4316-42500 Repairs & Maintenance	Connector wire Douglas traffic light	6.59	07/28/2025
Total General:				6.59	
Total Street Lighting:				6.59	
Sanitary Service					
Sanitary Service					
NUESYNERGY, INC	NUESYNERGY, INC	612-4323-41500 Group Insurance	Insurance June 2025	20.75	06/10/2025
ALLSTATE PETERBILT	ALLSTATE PETERBILT	612-4323-42500 Repairs & Maintenance	Pedal Throttle electronic #94	1,575.90	07/16/2025
FLOYD'S TRUCK CENTER	FLOYD'S TRUCK CENTER	612-4323-42500 Repairs & Maintenance	Knox Sensor & core charge #54	1,087.24	07/17/2025
OREILLY AUTO PARTS	OREILLY AUTO PARTS	612-4323-42500 Repairs & Maintenance	Ignition wire set #6	36.44	07/23/2025
STURGIS NAPA	STURGIS NAPA	612-4323-42500 Repairs & Maintenance	Battery charger #311	66.99	07/21/2025
STURGIS NAPA	STURGIS NAPA	612-4323-42500 Repairs & Maintenance	Spark plug #6	35.92	07/23/2025
OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.	612-4323-42600 Supplies & Materials	HD coolant filter #97	17.52	07/17/2025
VERIZON WIRELESS	VERIZON WIRELESS	612-4323-42800 Utilities	Phones July 2025	76.22	07/19/2025
Total Sanitary Service:				2,916.98	

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Total Sanitary Service:				2,916.98	
Wastewater Facilities					
Wastewater Facilities					
NUESYNERGY, INC	NUESYNERGY, INC	604-4325-41500 Group Insurance	Insurance June 2025	23.00	06/10/2025
STURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	604-4325-42500 Repairs & Maintenance	HDMI switch for camera van	69.99	07/22/2025
STURGIS NAPA	STURGIS NAPA	604-4325-42500 Repairs & Maintenance	Battery 2 year warranty #114	148.97	07/18/2025
ZENON ENVIRONMENTAL CORPORATION	ZENON ENVIRONMENTAL CORPORAT	604-4325-42500 Repairs & Maintenance	Valve solenoid WWTP	236.25	05/05/2025
ZENON ENVIRONMENTAL CORPORATION	ZENON ENVIRONMENTAL CORPORAT	604-4325-42500 Repairs & Maintenance	Switch press WWTP	736.28	07/07/2025
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	604-4325-42600 Supplies & Materials	Micromuscle 55 gallon degreaser	782.99	07/18/2025
VERIZON WIRELESS	VERIZON WIRELESS	604-4325-42800 Utilities	Phones July 2025	73.14	07/19/2025
DAKOTA REDI-MIX, INC.	DAKOTA REDI-MIX, INC.	604-4325-43700 Capital Improvement	North Trunk Line Installation of sewer, services, water main & appurtenances in Silver St.	283,280.84	07/07/2025
HALME INC	HALME INC	604-4325-43700 Capital Improvement	Installation of Sewer Pipe, Appurtenance & Asphalt	169,255.12	07/22/2025
Total Wastewater Facilities:				454,606.58	
Total Wastewater Facilities:				454,606.58	
Water System Operations					
Water System Operations					
NUESYNERGY, INC	NUESYNERGY, INC	602-4330-41500 Group Insurance	Insurance June 2025	23.00	06/10/2025
AAA COLLECTIONS, INC.	AAA COLLECTIONS, INC.	602-4330-42200 Professional Fees	Collection fee Coonrod, E	10.22	06/30/2025
STURGIS NAPA	STURGIS NAPA	602-4330-42500 Repairs & Maintenance	Brake pads, kit & rotors #53	154.99	07/21/2025
CENTURY BUSINESS PRODUCTS, INC	CENTURY BUSINESS PRODUCTS, INC	602-4330-42600 Supplies & Materials	Copier Lease June 2025	58.91	06/25/2025
VERIZON WIRELESS	VERIZON WIRELESS	602-4330-42800 Utilities	Phones July 2025	124.33	07/19/2025
Total Water System Operations:				371.45	
Total Water System Operations:				371.45	
Airport					
General					
BURNHAM, ROGER	BURNHAM, ROGER	101-4350-42200 Professional Fees	Contract Aug 2025	4,847.83	08/01/2025
Total General:				4,847.83	
Total Airport:				4,847.83	
Ambulance					
Ambulance					
NUESYNERGY, INC	NUESYNERGY, INC	644-4460-41500 Group Insurance	Insurance June 2025	48.25	06/10/2025

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
INOALON PROVIDER, INC.	INOALON PROVIDER, INC.	644-4460-42200 Professional Fees	Billing provider	497.36	06/20/2025
LEWIS, DR. SARAH	LEWIS, DR. SARAH	644-4460-42200 Professional Fees	Contract Aug 2025	500.00	08/01/2025
CENTURY BUSINESS PRODUCTS, INC	CENTURY BUSINESS PRODUCTS, INC	644-4460-42600 Supplies & Materials	Ambulance copy machine	138.42	07/14/2025
COCA COLA BOTTLING COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	644-4460-42600 Supplies & Materials	Split distribution (Rally Water)	204.75	07/21/2025
DOOR SECURITY PRODUCTS, INC.	DOOR SECURITY PRODUCTS, INC.	644-4460-42600 Supplies & Materials	COMPUTER WORK SPLIT WITH FIRE	102.68	05/20/2025
DOOR SECURITY PRODUCTS, INC.	DOOR SECURITY PRODUCTS, INC.	644-4460-42600 Supplies & Materials	COMPUTER SPLIT WITH FIRE	80.35	06/25/2025
VERIZON WIRELESS	VERIZON WIRELESS	644-4460-42800 Utilities	Phones July 2025	102.24	07/19/2025
Total Ambulance:				1,674.05	
Total Ambulance:				1,674.05	
Community Center					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4511-41500 Group Insurance	Insurance June 2025	12.25	06/10/2025
OFFICE OF FIRE MARSHALL-BOILER	OFFICE OF FIRE MARSHALL-BOILER	101-4511-42200 Professional Fees	boiler inspections	70.00	07/16/2025
LEGENDARY ELECTRIC, LLC	LEGENDARY ELECTRIC, LLC	101-4511-42500 Repairs & Maintenance	labor	58.67	07/17/2025
ROBERDEAU, TRENT	ROBERDEAU, TRENT	101-4511-42500 Repairs & Maintenance	upholstery on weight bench	75.00	07/24/2025
STURGIS ACE HARDWARE #3	STURGIS ACE HARDWARE #3	101-4511-42500 Repairs & Maintenance	gorilla glue	8.59	07/21/2025
LYNN'S DAKOTAMART-STURGIS	LYNN'S DAKOTAMART-STURGIS	101-4511-42600 Supplies & Materials	dish soap/plates/coffee	51.53	07/18/2025
RUSHMORE OFFICE SUPPLY	RUSHMORE OFFICE SUPPLY	101-4511-42600 Supplies & Materials	Wristbands for Rally Showers	112.43	07/23/2025
VERIZON WIRELESS	VERIZON WIRELESS	101-4511-42800 Utilities	Phones July 2025	36.21	07/19/2025
Total General:				424.68	
Total Community Center:				424.68	
Recreation					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4512-41500 Group Insurance	Insurance June 2025	8.00	06/10/2025
CBH COOPERATIVE - #865928	CBH COOPERATIVE - #865928	101-4512-42500 Repairs & Maintenance	pesticide for fields	59.00	07/18/2025
LYNN'S DAKOTAMART-STURGIS	LYNN'S DAKOTAMART-STURGIS	101-4512-42600 Supplies & Materials	candy for swim lessons	18.60	07/24/2025
ON SITE FIRST AID AND SUPPLY	ON SITE FIRST AID AND SUPPLY	101-4512-42600 Supplies & Materials	bandaids/eye wash/ointment/gauze/alcohol pads	156.10	07/17/2025
Total General:				241.70	
Total Recreation:				241.70	

Park**General**

NUESYNERGY, INC	NUESYNERGY, INC	101-4520-41500 Group Insurance	Insurance June 2025	18.75	06/10/2025
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Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
RUNNINGS SUPPLY INC	RUNNINGS SUPPLY INC	101-4520-42500 Repairs & Maintenance	Weed trimmer string	31.98	07/22/2025
RUNNINGS SUPPLY INC	RUNNINGS SUPPLY INC	101-4520-42500 Repairs & Maintenance	Keyed padlock 3-pack RALLY	42.99	07/23/2025
STURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4520-42500 Repairs & Maintenance	1 gallon Xylene solvent	55.98	07/18/2025
STURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4520-42500 Repairs & Maintenance	Flagging tape-4 colors, magnetic tape RALLY	35.75	07/23/2025
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	101-4520-42600 Supplies & Materials	Pet waste bags, gloves XL & LG	429.59	07/18/2025
OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.	101-4520-42600 Supplies & Materials	Oil filters #28	6.60	07/16/2025
STURGIS ATV AND SMALL ENGINE	STURGIS ATV AND SMALL ENGINE	101-4520-42600 Supplies & Materials	Air, oil & pre filters Toro mower	56.12	07/16/2025
STURGIS NAPA	STURGIS NAPA	101-4520-42600 Supplies & Materials	Oil filter #64	24.06	07/16/2025
STURGIS NAPA	STURGIS NAPA	101-4520-42600 Supplies & Materials	Oil filters #131	38.28	07/16/2025
STURGIS NAPA	STURGIS NAPA	101-4520-42600 Supplies & Materials	Oil and filter #131 & 149	30.36	07/16/2025
VERIZON WIRELESS	VERIZON WIRELESS	101-4520-42800 Utilities	Phones July 2025	36.21	07/19/2025
Total General:				806.67	
Total Park:				806.67	
Library					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4551-41500 Group Insurance	Insurance June 2025	20.75	06/10/2025
BLACK HILLS LIBRARY CONSORTIUM	BLACK HILLS LIBRARY CONSORTIUM	101-4551-42200 Professional Fees	KOHA	5,000.05	07/22/2025
MIDAMERICA BOOKS	MIDAMERICA BOOKS	101-4551-42600 Supplies & Materials	Books	71.85	07/23/2025
BLUE PEAK	BLUE PEAK	101-4551-42800 Utilities	Phone/Internet June 2025	379.24	06/30/2025
Total General:				5,471.89	
Total Library:				5,471.89	
Auditorium					
General					
RASMUSSEN MECHANICAL SERVICES INC.	RASMUSSEN MECHANICAL SERVICE	101-4560-42500 Repairs & Maintenance	belt	49.69	07/23/2025
ON SITE FIRST AID AND SUPPLY	ON SITE FIRST AID AND SUPPLY	101-4560-42600 Supplies & Materials	band aids/eye wash/ointment/first aid cream	322.75	07/17/2025
Total General:				372.44	
Total Auditorium:				372.44	
Liquor					
Liquor					
NUESYNERGY, INC	NUESYNERGY, INC	601-4990-41500 Group Insurance	Insurance June 2025	19.00	06/10/2025
RUSHMORE OFFICE SUPPLY	RUSHMORE OFFICE SUPPLY	601-4990-42600 Supplies & Materials	tape, post its	35.04	07/15/2025
SERVALL TOWEL & LINEN	SERVALL TOWEL & LINEN	601-4990-42600 Supplies & Materials	towels, mops, mats	171.54	07/15/2025

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
BLACKFORK SPIRITS LLC	BLACKFORK SPIRITS LLC	601-4990-42620 Off Sale Liquor	Liquor	1,021.20	07/08/2025
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42620 Off Sale Liquor	Liquor	10,675.60	07/16/2025
SOUTHERN GLAZER'S OF SD	SOUTHERN GLAZER'S OF SD	601-4990-42620 Off Sale Liquor	Liquor	697.50	05/23/2025
SOUTHERN GLAZER'S OF SD	SOUTHERN GLAZER'S OF SD	601-4990-42620 Off Sale Liquor	Liquor	1,638.22	05/28/2025
SOUTHERN GLAZER'S OF SD	SOUTHERN GLAZER'S OF SD	601-4990-42620 Off Sale Liquor	Liquor	94.50	05/28/2025
CASH-WA DISTRIBUTING, INC.	CASH-WA DISTRIBUTING, INC.	601-4990-42640 Snacks for Resale	Snacks	221.75	07/22/2025
GLOBAL DISTRIBUTING INC.	GLOBAL DISTRIBUTING INC.	601-4990-42660 Off Sale Beer	Beer	729.00	07/10/2025
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42660 Off Sale Beer	Beer	203.00	07/09/2025
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42660 Off Sale Beer	Beer	129.50	07/16/2025
VERIZON WIRELESS	VERIZON WIRELESS	601-4990-42800 Utilities	Phones July 2025	36.21	07/19/2025
CASH-WA DISTRIBUTING, INC.	CASH-WA DISTRIBUTING, INC.	601-4990-45200 Merchandise for Resal	Juice/olives	55.43	07/22/2025
CASH-WA DISTRIBUTING, INC.	CASH-WA DISTRIBUTING, INC.	601-4990-45210 Cigarettes for Resale	Cigarettes	4,924.95	07/22/2025
CASH-WA DISTRIBUTING, INC.	CASH-WA DISTRIBUTING, INC.	601-4990-45220 Tobacco for Resale	tobacco	632.84	07/22/2025
Total Liquor:				21,285.28	
Total Liquor:				21,285.28	
Misc Expenditures					
Special Sales Tax					
STURGIS ECONOMIC DEVELOPMENT CORP.	STURGIS ECONOMIC DEVELOPMENT	211-9000-46510 Sturgis Economic Dev	CONTRACT AUG 2025	7,500.00	08/01/2025
STURGIS AREA CHAMBER OF COMMERCE	STURGIS AREA CHAMBER OF COMM	211-9000-46520 Sturgis Area Chamber	Amended Contract Aug 2025	4,983.00	08/01/2025
STURGIS AREA CHAMBER OF COMMERCE	STURGIS AREA CHAMBER OF COMM	211-9000-46520 Sturgis Area Chamber	Contract	6,388.92	08/01/2025
Total Special Sales Tax:				18,871.92	
Total Misc Expenditures:				18,871.92	
Grand Totals:				580,173.60	

City Council
STAFF REPORT



Meeting Date: City Council - Jul 28 2025

Agenda Item: Consideration to approve a SEL for the Sturgis Brewing Co for the Scooptown Customer Appreciation Party on August 22, 2025.

Prepared By: Robin Korth, Finance

BACKGROUND INFORMATION:

Special Event License approval requested for the Sturgis Brewing Co. for the Scooptown Customer Appreciation Party on August 22, 2025.

ATTACHMENTS:

[SEL Sturgis Brewing Co request for Scooptown Carwash Apprec Party](#)

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Jul 25 2025

License # _____

City of Sturgis
SPECIAL EVENTS
Alcoholic Beverage License Application

Business Name: Sturgis Brewing Co
Owner Name: Brian Carter
Address: 600 Anna St.
Telephone #: 605 391 4778
Date of Event: 8-22-25

Description of Event:

Scooptown Customer
Appreciation Party

Location of Event (Street Address):

lot next to scooptown 752 Anna St.

Map of premises where alcohol sales will occur

attached

If separated from a non-alcohol site, how will you keep separate:

gated off

Check which license you currently hold: ☒ Malt Beverage ☐ Liquor ☐ Wine

Check which license is requested for Special Event: ☒ Malt Beverage ☐ Liquor ☐ Wine
Do you ☐ own or ☒ lease this property? If leasing, please include copy of lease agreement.

Also Include:

☒ Proof of Insurance (ATTACH A VALID COPY OF CERTIFICATE OF INSURANCE OR LETTER FROM INSURER
CONFIRMING THE POLICY IS IN PLACE NAMING THE CITY OF STURGIS AS AN ADDITIONAL INSURED FOR
THE ACTIVITIES DESCRIBED IN THE SPECIAL EVENT APPLICATION.)

<input type="checkbox"/> \$100 per day fee for Liquor License.	No. of Days _____	X \$100 = _____	Total
<input checked="" type="checkbox"/> \$ 50 per day fee for Malt Beverage License.	No. of Days <u>1</u>	X \$ 50 = <u>50</u>	Total
<input type="checkbox"/> \$ 50 per day fee for Wine License.	No. of Days _____	X \$ 50 = _____	Total

TOTAL AMOUNT DUE 50.-

☒ Copy of Current Valid Alcoholic Beverage License

Has applicant requested use of City property as part of license request? ☐ Yes ☒ No

☐ Copy of request attached

Signature Brian Carter Date 7-14-25
BUSINESS OWNER OR CORPORATE OFFICER ONLY

OFFICE USE ONLY:

Notice of Hearing Published on _____

Public Hearing Held on _____

COUNCIL DECISION: ☐ Approved ☐ Disapproved

S FULTON ST

 Northern Hills
Veterinary
Clinic

ANNA ST

party

Scooptown
Car Wash 

Sturgis Lodge
and Suites

JUNCTION AVE

STURGIS BREWING COMPANY, LLC
STURGIS BREWING COMPANY
PO BOX 596
STURGIS, SD 57785-0596

June 17, 2025

Dear STURGIS BREWING COMPANY, LLC

Below is your Retail On and Off Sale Malt Beverage license. It shall be valid only for the person in whose name it is issued and for the transaction of business at the location approved. The license shall be available for inspection.

A list of the approved alcohol training programs may be found at: <https://dor.sd.gov/businesses/taxes/alcohol/>

Website: <http://dor.sd.gov>

SD EPath: <http://dor.sd.gov/EPath>



<http://dor.sd.gov>

ISSUE DATE 07/01/2025

EXPIRATION DATE 06/30/2026

LICENSE NUMBER: RB-27432

LICENSE TYPE: Retail On and Off Sale Malt Beverage

ISSUED TO:

STURGIS BREWING COMPANY, LLC
600 ANNA ST
STURGIS, SD 57785-2501

This license is issued to the below named. This license remains the property of the State of South Dakota and, while in possession of the person to whom issued, entitles the licensee to transact the business or activity specified on this license until this license expires or is cancelled. This license makes no representation about the legality of products or services sold.

STURGIS BREWING COMPANY
600 ANNA ST
STURGIS, SD 57785-2501

A handwritten signature in black ink, appearing to read "Mike Houdyshell".

Mike Houdyshell
Secretary of Revenue



STURBRE-01

LSPERLIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Great Plains, LLC 1238 Main Street Suite 1 Sturgis, SD 57786	CONTACT Linda Sperlin		
	PHONE (A/C, No, Ext): (605) 717-6948	FAX (A/C, No):	
	E-MAIL ADDRESS: linda.sperlin@hubinternational.com		
INSURED Sturgis Brewing Company LLC PO Box 596 Sturgis, SD 57786	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company		18058
	INSURER B : SFM Mutual Insurance Company		11347
	INSURER C :		
	INSURER D :		
	INSURER E :		
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		PHPK2660154-004	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Liquor Liability						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			PHPK2660154-004	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			PHUB866061-004	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N Y	N/A	137703.205	6/1/2025	6/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Scooptown Carwash Customer Appreciation event - Anna St. Sturgis, SD 8/22/2025

When required by written contract, the Certificate Holder is Additional Insured under the General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Sturgis
1040 Harley-Davidson Way
Sturgis, SD 57786

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City Council STAFF REPORT



Meeting Date: City Council - Jul 28 2025

Agenda Item: Consideration to approve a SEL for the Sturgis Brewing Co for the 2025 Fall Festival on September 20, 2025.

Prepared By: Robin Korth, Finance

BACKGROUND INFORMATION:

The Sturgis Chamber of Commerce is requesting to add a SEL for the Sturgis Brewing Co for the 2025 Sturgis Fall Festival. The family-friendly Festival will include activity booths, musical entertainment, and food & drink at Harley-Davidson Rally Point. A hay bale maze will also be set up on Harley-Davidson Way.

DISCUSSION:

The Sturgis Brewing Co was approved a SEL for the July 16th Music on Main event. That event was unfortunately rained out. The Chamber reached out to ask if they could move that SEL to the 2025 Sturgis Fall Festival on September 20th, which was approved at the April 21st council meeting with an Open Container.

ATTACHMENTS:

[SEL Sturgis Brewing Co request for Music on Main](#)

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Jul 25 2025

License # _____

City of Sturgis
SPECIAL EVENTS
Alcoholic Beverage License Application

Please mail, email or drop application at Rally & Events Department

1040 Harley-Davidson Way, Sturgis, SD 57785, tammie@sturgisgov.com or 605-347-4422

Business Name: Sturgis Brewing Co.
Owner Name: Bryan Carter
Address: PO Box 596 Sturgis SD
Telephone #: 605-720-2337
Date of Event:

June 12, July 16, August 20
2025

Description of Event:

music on main
Summer event

Location of Event (Street Address):

985 Harley Davidson Way

Map of premises where alcohol sales will occur

If separated from a non-alcohol site, how will you keep separate:

Check which license you currently hold: ☒ Malt Beverage ☐ Liquor ☒ Wine

Check which license is requested for Special Event: ☒ Malt Beverage ☐ Liquor ☒ Wine
Do you ☒ own or ☐ lease this property? If leasing, please include copy of lease agreement.

Also Include:

☐ Proof of Insurance (ATTACH A VALID COPY OF CERTIFICATE OF INSURANCE OR LETTER FROM INSURER CONFIRMING THE POLICY IS IN PLACE NAMING THE CITY OF STURGIS AS AN ADDITIONAL INSURED FOR THE ACTIVITIES DESCRIBED IN THE SPECIAL EVENT APPLICATION.)

<input type="checkbox"/> \$100 per day fee for Liquor License.	No. of Days _____ X \$100 = _____ Total
<input checked="" type="checkbox"/> \$ 50 per day fee for Malt Beverage License.	No. of Days <u>3</u> X \$ 50 = <u>150.</u> Total
<input checked="" type="checkbox"/> \$ 50 per day fee for Wine License.	No. of Days <u>3</u> X \$ 50 = <u>150.</u> Total

TOTAL AMOUNT DUE 300.-

☐ Copy of Current Valid Alcoholic Beverage License

Has applicant requested use of City property as part of license request? ☐ Yes ☒ No

☐ Copy of request attached

Signature _____

BUSINESS OWNER OR CORPORATE OFFICER ONLY

Date _____

5-13-25

OFFICE USE ONLY:

Notice of Hearing Published on _____.

Public Hearing Held on _____.

COUNCIL DECISION: ☐ Approved ☐ Disapproved

STURGIS BREWING COMPANY, LLC
STURGIS BREWING COMPANY
PO BOX 596
STURGIS, SD 57785

December 17, 2024

Dear STURGIS BREWING COMPANY, LLC

Below is your Retail On & Off Sale Wine license. It shall be valid only for the person in whose name it is issued and for the transaction of business at the location approved. The license shall be available for inspection.

A list of the approved alcohol training programs may be found at: <https://dor.sd.gov/businesses/taxes/alcohol/>

Website: <http://dor.sd.gov>

SD EPath: <http://dor.sd.gov/EPath>



<http://dor.sd.gov>

This license is issued to the below named. This license remains the property of the State of South Dakota and, while in possession of the person to whom issued, entitles the licensee to transact the business or activity specified on this license until this license expires or is cancelled. This license makes no representation about the legality of products or services sold.

ISSUE DATE: 01/01/2025

EXPIRATION DATE: 12/31/2025

LICENSE NUMBER: RW-27433

LICENSE TYPE: Retail On & Off Sale Wine

ISSUED TO:

STURGIS BREWING COMPANY, LLC
600 ANNA STREET
STURGIS, SD 57785

STURGIS BREWING COMPANY
600 ANNA STREET
STURGIS, SD 57785

A handwritten signature in black ink, appearing to read "Mike Houdyshell".

Mike Houdyshell
Secretary of Revenue

STURGIS BREWING COMPANY, LLC
STURGIS BREWING COMPANY
PO BOX 596
STURGIS, SD 57785

June 20, 2024

Dear STURGIS BREWING COMPANY, LLC

Below is your Retail On and Off Sale Malt Beverage license. It shall be valid only for the person in whose name it is issued and for the transaction of business at the location approved. The license shall be available for inspection.

A list of the approved alcohol training programs may be found at: <https://dor.sd.gov/businesses/taxes/alcohol/>

Website: <http://dor.sd.gov>

SD EPath: <http://dor.sd.gov/EPath>



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<http://dor.sd.gov>

ISSUE DATE 07/01/2024

EXPIRATION DATE 06/30/2025

LICENSE NUMBER: RB-27432

LICENSE TYPE: Retail On and Off Sale Malt Beverage

ISSUED TO:

STURGIS BREWING COMPANY, LLC
600 ANNA STREET
STURGIS, SD 57785

STURGIS BREWING COMPANY
600 ANNA STREET
STURGIS, SD 57785

A handwritten signature in black ink, appearing to read "Mike Houdyshell", is written over a faint circular official seal.

Mike Houdyshell
Secretary of Revenue



STURBRE-01

LSPERLIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Great Plains, LLC 1238 Main Street Suite 1 Sturgis, SD 57785	CONTACT NAME: Linda Sperlin		
	PHONE (A/C, No, Ext): (605) 717-6948	FAX (A/C, No):	
	E-MAIL ADDRESS: linda.sperlin@hubinternational.com		
INSURED Sturgis Brewing Company LLC PO Box 596 Sturgis, SD 57785	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Insurance Company		18058
	INSURER B: SFM Mutual Insurance Company		11347
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		PHPK2560154-004	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Liquor Liability						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			PHPK2560154-004	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N Y	N/A	137703.205	6/1/2025	6/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Music on Main 6/18/25, 7/16/25, 8/20/25

When required by written contract the Certificate Holder is Additional Insured under the General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Sturgis
1040 Harley-Davidson Way
Sturgis, SD 57785

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City Council
STAFF REPORT



Meeting Date: City Council - Jul 28 2025

Agenda Item: Request for Consumption Permit for Keith Ball for August 1, 2025

Prepared By: Robin Korth, Finance

BACKGROUND INFORMATION:

A Consumption Permit has been requested at the Daniel James Fine Art Unveiling/Reception at 1008 Main Street on August 1, 2025 from 5-7 pm. They will have snack, beer and wine available.

CODE REFERENCES:

3.02.10

BUDGET IMPACT:

The \$5 consumption permit fee is paid.

ATTACHMENTS:

[Consumption Permit - Keith Ball](#)

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Jul 25 2025

City of Sturgis
SPECIAL EVENTS
Consumption Only Permit Application

Applicant Name:

KEITH BALL

Address:

1008 MAIN ST

Telephone #:

310-528-9258

Location of Event:

COMPLETE DESCRIPTION INCLUDING STREET ADDRESS

1008 MAIN ST

Dates of Event:

AUGUST 1, 2025 5-7 PM

Description of Event:

DANIEL JAMES FINE ART UNVEILING – RECEPTION HAVING SNACKS, BEER AND WINE
 WILL BE AVAILABLE.

Include:

[N/A] \$5 per day fee.

[X] Application completed & filed with the Finance Office 30 days prior to the first day of rental of a
 facility.

[X] Copy of signed rental agreement.

[X] Signed Liability Waiver & Hold Harmless Agreement.

[X] **Proof of Insurance** (ATTACH A VALID COPY OF CERTIFICATE OF INSURANCE (\$1,000,000 Liability) OR LETTER
 FROM INSURER CONFIRMING THE POLICY IS IN PLACE NAMING THE CITY OF STURGIS AS AN ADDITIONAL
 INSURED FOR THE ACTIVITIES DESCRIBED IN THE SPECIAL EVENT CONSUMPTION ONLY PERMIT.)

I agree:

[X] Applicant is at least 21 years of age and will provide an acceptable form of identification. _____
initial

[X] Applicant agrees to be responsible for monitoring and controlling underage drinking. _____
Initial

[X] I have received a copy of the Ordinance 3.02.10 pertaining to Consumption Only Permits. _____
Initial

Signature _____ Date _____
APPLICANT

OFFICE USE ONLY:

COUNCIL DECISION: [] Approved [] Disapproved

DATE: _____

City Council
STAFF REPORT



Meeting Date: City Council - Jul 28 2025

Agenda Item: Consideration to approve a SEL for the Loud American Roadhouse for the Chamber's Agriculture Appreciation Banquet to October 2, 2025.

Prepared By: Robin Korth, Finance

BACKGROUND INFORMATION:

Each year the Sturgis Chamber hosts an Ag Banquet to show appreciation for our ag producers. This event is held at the Sturgis Armory on October 2, 2025 from 5-8 pm. The Loud American will prepare and serve the bar.

BUDGET IMPACT:

None

ATTACHMENTS:

[SEL Loud American request for 2025 Ag Appreciation Banquet](#)

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Jul 25 2025

License # _____

City of Sturgis
SPECIAL EVENTS
Alcoholic Beverage License Application

Business Name: Loud American Roadhouse
Owner Name: HomeSlice Management, LLC
Address: 1612 Junction Ave Ste 4 Sturgis, SD 57785
Telephone #: 605-347-5336
Date of Event: 10/02/2025

Description of Event:

The Agriculture Appreciation Banquet will take place on October 2nd at the Sturgis Armory from 5pm-8pm. The Loud American will prepare and serve.

Location of Event (Street Address):

1019 Main St Sturgis, SD 57785. Sturgis Armory

Map of premises where alcohol sales will occur

Please see attached

If separated from a non-alcohol site, how will you keep separate:

Check which license you currently hold: ☐ Malt Beverage ☒ Liquor ☐ Wine

Check which license is requested for Special Event: ☐ Malt Beverage ☒ Liquor ☐ Wine
Do you ☐ own or ☐ lease this property? If leasing, please include copy of lease agreement.

Also Include:

☒ Proof of Insurance (ATTACH A VALID COPY OF CERTIFICATE OF INSURANCE OR LETTER FROM INSURER CONFIRMING THE POLICY IS IN PLACE NAMING THE CITY OF STURGIS AS AN ADDITIONAL INSURED FOR THE ACTIVITIES DESCRIBED IN THE SPECIAL EVENT APPLICATION.)

<input checked="" type="checkbox"/> \$100 per day fee for Liquor License.	No. of Days ¹ _____ X \$100 = \$100_____ Total
<input type="checkbox"/> \$ 50 per day fee for Malt Beverage License.	No. of Days _____ X \$ 50 = _____ Total
<input type="checkbox"/> \$ 50 per day fee for Wine License.	No. of Days _____ X \$ 50 = _____ Total

TOTAL AMOUNT DUE \$100_____

☒ Copy of Current Valid Alcoholic Beverage License

Has applicant requested use of City property as part of license request? ☐ Yes ☒ No

☐ Copy of request attached

Signature _____

BUSINESS OWNER OR CORPORATE OFFICER ONLY

Date _____

7/24/25

OFFICE USE ONLY:

Notice of Hearing Published on _____.

Public Hearing Held on _____.

COUNCIL DECISION: ☐ Approved ☐ Disapproved

HOMESLICE MANAGEMENT LLC
LOUD AMERICAN ROADHOUSE
1612 JUNCTION, #4
STURGIS, SD 57785

December 17, 2024

Dear HOMESLICE MANAGEMENT LLC

Below is your Retail On-Sale Liquor license. It shall be valid only for the person in whose name it is issued and for the transaction of business at the location approved. The license shall be available for inspection.

A list of the approved alcohol training programs may be found at: <https://dor.sd.gov/businesses/taxes/alcohol/>

Website: <http://dor.sd.gov>

SD EPath: <http://dor.sd.gov/EPath>



This license is issued to the below named. This license remains the property of the State of South Dakota and, while in possession of the person to whom issued, entitles the licensee to transact the business or activity specified on this license until this license expires or is cancelled. This license makes no representation about the legality of products or services sold.

<http://dor.sd.gov>

ISSUE DATE: 01/01/2025

EXPIRATION DATE: 12/31/2025

LICENSE NUMBER: RL-6170

LICENSE TYPE: Retail On-Sale Liquor

ISSUED TO:

HOMESLICE MANAGEMENT LLC
1305 MAIN ST
STURGIS, SD 57785-1528

LOUD AMERICAN ROADHOUSE
1305 MAIN ST
STURGIS, SD 57785-1528

A handwritten signature in black ink, appearing to read "Mike Houdyshell", is written over a horizontal line.

Mike Houdyshell
Secretary of Revenue



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rezatto and Associates 110 6th Ave SE Suite #201 Aberdeen SD 57401		CONTACT NAME: Jordan Kary PHONE (A/C, No, Ext): (605) 725-4464 FAX (A/C, No): (605) 725-4465 E-MAIL ADDRESS: jordan@rezattoandassociates.com	
INSURED HomeSlice Corp & HomeSlice Management Inc. DBA Loud American Roadhouse 1612 Junction Ave. Suite #4 Sturgis SD 57785		INSURER(S) AFFORDING COVERAGE INSURER A: Hadron Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 17534	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

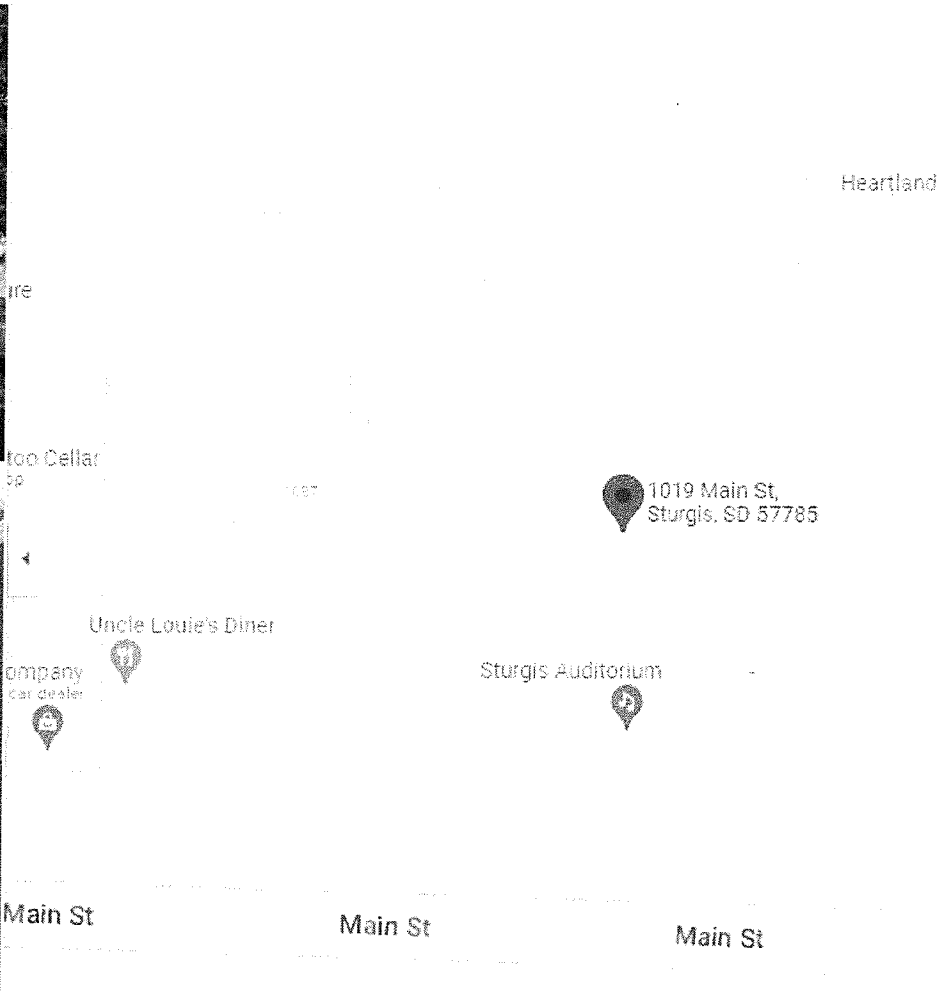
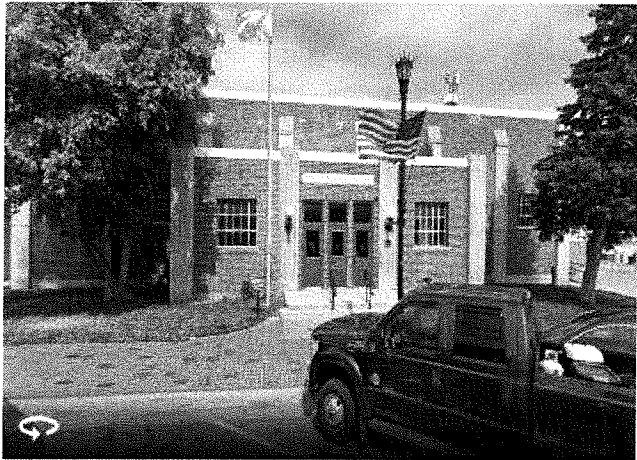
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			H0171PK000108	10/31/2024	10/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			H0171PK000108	10/31/2024	10/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured for serving alcohol at the Sturgis Armory 1019 Main St Sturgis, SD 57785 on 10/02/2025 for the Agriculture Appreciation Banquet.

CERTIFICATE HOLDER City of Sturgis 1040 Harley Davidson Way Sturgis SD 57785	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City Council
STAFF REPORT



Meeting Date: City Council - Jul 28 2025

Agenda Item: Consideration to approve a SEL for the Loud American Roadhouse for a wedding reception at the Sturgis Armory on September 20th, 2025.

Prepared By: Robin Korth, Finance

BACKGROUND INFORMATION:

This event will be held at the Sturgis Armory on September 20, 2025 from 6 pm - 12 am. The Loud American will prepare and serve the bar.

BUDGET IMPACT:

None

ATTACHMENTS:

[SEL Loud American request for September 20 Wedding Reception](#)

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Jul 25 2025

License # _____

City of Sturgis
SPECIAL EVENTS
Alcoholic Beverage License Application

Business Name: Loud American Roadhouse
Owner Name: HomeSlice Management, LLC
Address: 1612 Junction Ave Ste 4 Sturgis, SD 57785
Telephone #: 605-347-5336
Date of Event: 9/20/2025

Description of Event:

Wedding reception to take place on
Septmber 20th at the Sturgis Armory. The Loud
American will prepare & serve the bar from
6pm - 12am.

Location of Event (Street Address):

1019 Main St Sturgis, SD 57785. Sturgis Armory

Map of premises where alcohol sales will occur

Please see attached

If separated from a non-alcohol site, how will you keep separate:

Check which license you currently hold: ☐ Malt Beverage ☒ Liquor ☐ Wine

Check which license is requested for Special Event: ☐ Malt Beverage ☒ Liquor ☐ Wine

Do you ☐ own or ☐ lease this property? If leasing, please include copy of lease agreement.

Also Include:

☒ Proof of Insurance (ATTACH A VALID COPY OF CERTIFICATE OF INSURANCE OR LETTER FROM INSURER
CONFIRMING THE POLICY IS IN PLACE NAMING THE CITY OF STURGIS AS AN ADDITIONAL INSURED FOR
THE ACTIVITES DESCRIBED IN THE SPECIAL EVENT APPLICATION.)

<input checked="" type="checkbox"/> \$100 per day fee for Liquor License.	No. of Days <u>1</u>	X \$100 = <u>\$100</u>	Total
<input type="checkbox"/> \$ 50 per day fee for Malt Beverage License.	No. of Days _____	X \$ 50 = _____	Total
<input type="checkbox"/> \$ 50 per day fee for Wine License.	No. of Days _____	X \$ 50 = _____	Total

TOTAL AMOUNT DUE \$100

☒ Copy of Current Valid Alcoholic Beverage License

Has applicant requested use of City property as part of license request? ☐ Yes ☒ No

☐ Copy of request attached

Signature _____

BUSINESS OWNER OR CORPORATE OFFICER ONLY

Date

7/17/25

OFFICE USE ONLY:

Notice of Hearing Published on _____.

Public Hearing Held on _____.

COUNCIL DECISION: ☐ Approved ☐ Disapproved

HOMESLICE MANAGEMENT LLC
LOUD AMERICAN ROADHOUSE
1612 JUNCTION, #4
STURGIS, SD 57785

December 17, 2024

Dear HOMESLICE MANAGEMENT LLC

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A list of the approved alcohol training programs may be found at: <https://dor.sd.gov/businesses/taxes/alcohol/>

Website: <http://dor.sd.gov>

SD EPath: <http://dor.sd.gov/EPath>



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This license is issued to the below named. This license remains the property of the State of South Dakota and, while in possession of the person to whom issued, entitles the licensee to transact the business or activity specified on this license until this license expires or is cancelled. This license makes no representation about the legality of products or services sold.

ISSUE DATE: 01/01/2025

EXPIRATION DATE: 12/31/2025

LICENSE NUMBER: RL-6170

LICENSE TYPE: Retail On-Sale Liquor

ISSUED TO:

HOMESLICE MANAGEMENT LLC
1305 MAIN ST
STURGIS, SD 57785-1528

LOUD AMERICAN ROADHOUSE
1305 MAIN ST
STURGIS, SD 57785-1528

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Mike Houdyshell
Secretary of Revenue



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/06/2025

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PRODUCER Rezatto and Associates 110 6th Ave SE Suite #201 Aberdeen SD 57401		CONTACT NAME: Jordan Kary PHONE (A/C, No, Ext): (605) 725-4464 FAX (A/C, No): (605) 725-4465 E-MAIL ADDRESS: jordan@rezattoandassociates.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hadron Specialty Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			H0171PK000108	10/31/2024	10/31/2025	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						Liquor Liability	\$ 1,000,000
A	AUTOMOBILE LIABILITY			H0171PK000108	10/31/2024	10/31/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED		RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

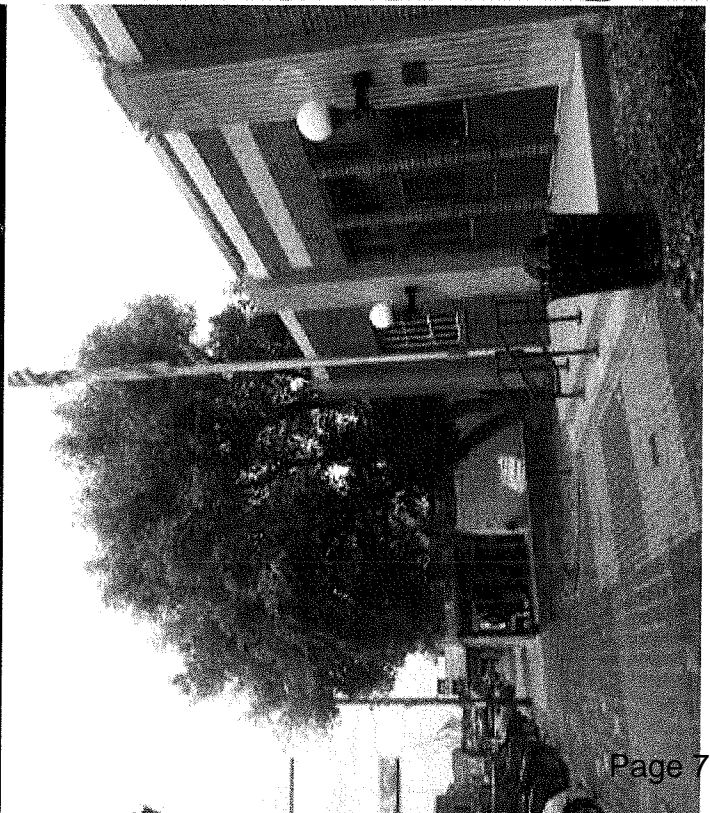
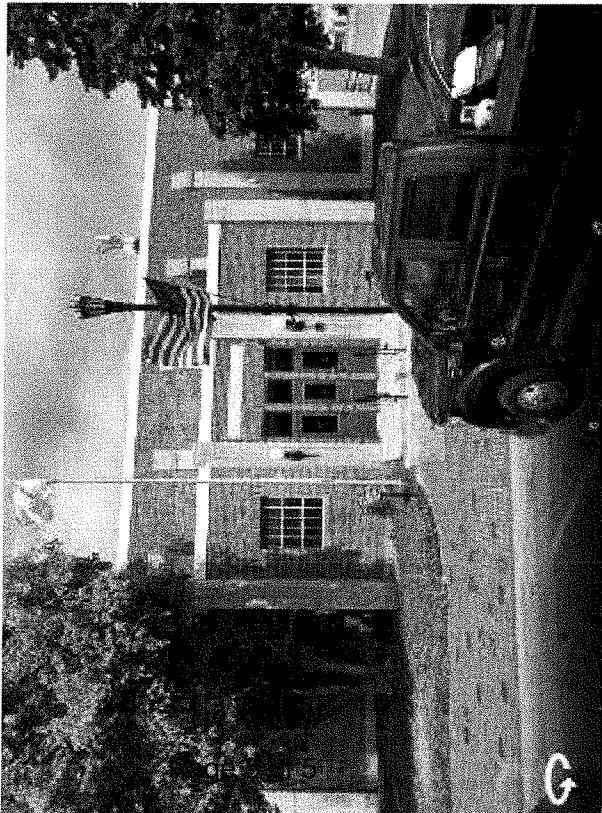
Certificate holder is additional insured for a wedding reception alcohol service at the Sturgis Armory, 1019 Main Street, Sturgis, SD 57785 to be held on 09/20/2025 from 6:00 PM - 12:00 AM.

CERTIFICATE HOLDER

CANCELLATION

City of Sturgis 1040 Harley Davidson Way Sturgis SD 57785	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Heartland

1019 Main St,
Sturgis, SD 57785

Sturgis Auditorium

Uncle Louie's Diner

company
car dealer

Main St

Main St

Main St

City Council STAFF REPORT



Meeting Date: City Council - Jul 28 2025

Agenda Item: Consideration to approve the 2025 Vtwinvisionary LLC Exhibitor Agreement.

Prepared By: Lance Scherer, Director, Sponsorship / Brand

DISCUSSION:

This short-term lease accommodates Lessee's retail and marketing activities, during the 2025 City of Sturgis Motorcycle Rally.

- Sturgis Motorcycle Museum property, 965 Main Street
- July 30 - August 12, 2025

Staff is requesting Council's approval to proceed with the Mayor's signing of this Agreement. Thank you for your consideration.

RECOMMENDATION:

Motion to approve.

ATTACHMENTS:

[2025 VTV Exhibitor Agreement](#)

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Jul 26 2025

CITY OF STURGIS MOTORCYCLE RALLY EXHIBITOR AGREEMENT

This "Agreement" is between Vtwinvisionary LLC, a Tennessee corporation in good standing, ("EXHIBITOR"), and the City of Sturgis, a municipal corporation ("CITY"). The CITY is the official host of the City of Sturgis Motorcycle Rally. The purpose of this Agreement is to define the terms and conditions under which the EXHIBITOR agrees to lease the Property described in Paragraphs 1 and 6 from the CITY.

1. ELEMENTS:

- A. The Property that is the subject of this Agreement is approximately 3,640 square feet, more or less, between Main Street and the alley, as show in the attached Exhibit A. This Exhibit Space is located between the intersections of Middle Street and Junction Avenue, with Main Street, and designated as 965/981 Main Street, Sturgis, SD 57785.
 - i. Set up and access to commence no sooner than 8:00 AM on Wednesday, July 30, 2025, and conclude no later than 10:00 PM each day. Set-up must complete by 8:00 AM on Friday, August 1, 2025.
 - ii. Go live exhibit active to commence no later than 10:00 AM on Friday, August 1, 2025.
 - a. Live Hours: 10:00 AM - 6:00 PM but EXHIBITOR may extend this time if it so chooses.
 - iii. Tear down to commence no sooner than 6:00 PM on Saturday, August 9, 2025.
 - iv. Tear down to conclude no later than 6:00 PM on Monday, August 11, 2025.
 - v. Tear down must take place between 8:00 AM - 10:00 PM each day.
 - vi. Nighttime security patrol provided from 6:00 PM - 9:00 AM daily, from Thursday, July 31 through Sunday, August 10, 2025.
 - vii. EXHIBITOR shall be responsible for all permits, licenses, and fees required by the State of South Dakota.
 - viii. EXHIBITOR shall not assign or sublet any interest in this Exhibit Space Lease.
- B. The CITY represents that:
 - i. Electrical service to accommodate EXHIBITOR's stated requirements, will be available for EXHIBITOR's use by 9:00 AM on Wednesday, July 30, 2025; and
 - ii. An operational water service connection will be available for EXHIBITOR's use by 9:00 AM on Wednesday, July 30, 2025.

2. ADDITIONAL EXHIBITOR PERFORMANCE:

- A. None.

- 3. VENUE:** The CITY shall be responsible for final performance under this Agreement and shall arrange all operational aspects of the City of Sturgis Motorcycle Rally including providing security, traffic control, fire protection, sanitation and personnel to manage the City of Sturgis Motorcycle Rally.
- 4. SUBSTITUTE ELEMENTS:** In the event that any element of the EXHIBITOR package is not available for use as anticipated by the CITY at the time of the negotiation of this this agreement, CITY reserves the right to substitute a commercially reasonable alternative for that element to fulfill the CITY's contractual obligation. If this occurs, CITY shall provide prompt notice to EXHIBITOR of such commercially reasonable alternative. CITY's provision of a substitute element to EXHIBITOR shall not constitute default.
- 5. COMMUNICATION:** The CITY will make commercially reasonable efforts to communicate and promote the benefits of EXHIBITOR's support of the City of Sturgis Motorcycle Rally and the Sturgis community by explaining to the public the benefit to the community through the Exhibit Space Agreement elements set forth in Paragraph 1 above, and by managing communications with the media.
- 6. PROPERTY:** Any use of CITY PROPERTY by EXHIBITOR shall be set forth in Paragraph 1 above, as supplemented by the map attached as Exhibit A.
- 7. FEE:** The Fee for this Agreement is of Four Thousand, One Hundred and Twenty-Five Dollars (\$4,125) for the 2025 Rally. EXHIBITOR must pay the Fee, due on or before July 29, 2025. CITY shall provide EXHIBITOR with an invoice. EXHIBITOR must make payment to the City Finance Office, 1040 Harley-Davidson Way, Sturgis, SD 57785. City shall provide EXHIBITOR with an invoice for each such payment.
- 8. TERM:** This Agreement shall be for a term commencing on the date of signature of the City of Sturgis and concluding on August 12, 2025. The parties agree that the actual, specific period of occupancy, of the Exhibit Space referred to in Paragraph 6 above, shall only be for the dates set forth in Paragraph 1A above, unless otherwise amended pursuant to the terms in Paragraph 27 of this Agreement.
- 9. CONFIDENTIALITY:** Each party acknowledges that all material and information supplied by the other party which has or will come into receiving party's possession or knowledge in connection with its performance hereunder, is the disclosing party's confidential and proprietary information (the "Confidential Information"). By way of

illustration, but not as a limitation, Confidential Information includes any software, trade secrets, processes, data, documentation, marketing plans, forecasts, unpublished financial statements, budgets, licenses, prices or costs, as well as employee and customer lists, and specifically includes both the elements provided by the CITY and any Fee and other consideration provided and/or paid by EXHIBITOR. CITY's Confidential Information shall be inclusive of the previously mentioned but also include its proposals, methods, and processes. Each party's undertakings and obligations under this Section will not apply to any Confidential Information approved for release by written authorization of the disclosing party. Failure to perform consistent with this term shall be cause for the party owed that performance to terminate this Contract. Upon termination of this Contract, or at any other time upon written request, the party giving Notice of Termination or receiving the request will promptly return to the disclosing party all notes, memoranda, notebooks, drawings, records, reports, files, and other documents (and all copies or reproductions of such materials) whether prepared by the receiving party or others, which contain Confidential Information and are in its possession or under its control. Each party acknowledges that Confidential Information is the sole property of the disclosing party. Each party agrees that disclosure of such information to, or use by, third parties, either during or after this Agreement, will cause the disclosing party irreparable damage. Each party agrees to use commercially responsible efforts to hold Confidential Information in the strictest confidence, to make use of it only for the performance of its obligations hereunder, to release it only to the receiving party's employees or contractors with a need to know such information and not to release or disclose it to any other party. Each party further agrees not to release such information to any contractor who has not signed a written agreement between the receiving party and the contractor expressly binding the contractor not to disclose the Confidential Information, except as expressly permitted in this Contract. The receiving party will immediately notify the disclosing party in writing of any circumstances within its knowledge relating to any unauthorized possession, use, or knowledge of such Confidential Information. At any time, upon written request, the receiving party will return any such information within its possession to the disclosing party. The parties further acknowledge that disclosure of this Confidential Information is also subject to the Public Record provisions of SDCL Ch. 1-27 and CITY ordinance.

- 10. NOTICE:** All notices or other communications required or permitted hereunder shall be in writing to the addresses below, and shall be (a) personally delivered, (b) sent by registered or certified mail, return receipt requested, or (c) sent by overnight commercial carrier, such as, among others, Federal Express, or by email. Any such notice or other

communication shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, on the date of delivery as shown by the addressee's registry or certification receipt; (iii) if sent and delivered by overnight commercial carrier, one (1) business day after the date of delivery of such communication to such carrier as marked thereon, with applicable charges prepaid.

CITY OF STURGIS:

Kevin Forrester, Mayor
Sturgis City Hall
1040 Harley-Davidson Way
Sturgis, SD 57785
605-347-4422 (Telephone)

With a copy to:

City Attorney
Sturgis City Hall
1040 Harley-Davidson Way
Sturgis, SD 57785
605-347-4422 (Telephone)
605-347-4861 (Fax)

VTWINVISIONARY LLC.:

David Roe
Owner / Sales and Operations
Vtwinvisionary LLC
124 Kirkpatrick Lane
Maryville, TN 37801
724-312-3207 (Telephone)
dave.roe@vtwinvisionary.com (Email)

11. INDEPENDENT CONTRACTOR: The relationship between the parties is such that of independent contractors. CITY shall neither have nor exercise control over the means or methods by which EXHIBITOR presents or markets its activities, and nothing in this Agreement shall create an employer-employee relationship between EXHIBITOR and CITY or authorizes EXHIBITOR to act on behalf of the CITY. Neither party shall have the authority or right legally to bind the other in contract, debt or otherwise, and neither party shall be liable for any obligation acquired or incurred by the other, except as provided herein.

12. NON-ASSIGNMENT: EXHIBITOR must not assign this Agreement

without the prior written approval signed by an authorized representative of CITY.

- 13. NO THIRD-PARTY BENEFICIARY RIGHTS:** Except as otherwise specifically provided herein, this Agreement does not create, and this Agreement may not be interpreted or construed to create any third-party beneficiary rights in any person not a party to this Agreement.
- 14. NON-WAIVER:** No waiver by either party of any breach or default hereunder will constitute a waiver of any preceding or subsequent breach or default.
- 15. INSURANCE AND CERTIFICATE OF GOOD STANDING:** Throughout the Term, EXHIBITOR shall maintain, at its sole cost and expense, with a financially responsible insurer, Comprehensive General Liability Insurance. Such insurance shall have a limit of liability of \$2,000,000 per each occurrence (Combined Single Limit). Such insurance shall include a Broad Form Comprehensive General Liability endorsement, the contingent liability of contractors and shall include contractual liability covering the provisions of this Agreement. Such insurance shall name The City of Sturgis, its respective employees, directors, officers, agents, and licensees as additional insured on a primary and non-contributing basis. Following execution of this Agreement and by to July 15 each year, EXHIBITOR or its broker or insurers shall provide the City of Sturgis with certificates of insurance evidencing such coverage is in full force and effect. The Insurance certificate may not be materially modified or canceled without giving thirty (30) days advance written notice to certificate holder. EXHIBITOR shall also provide to CITY, by that July 30, 2025 of the term, a copy of a CERTIFICATE OF GOOD STANDING for V-Twin Visionary, LLC from the Tennessee Secretary of State. EXHIBITOR acknowledges and agrees that because of this Agreement, the CITY has no liability or responsibility for any loss, damage or injury to any property of the EXHIBITOR or to any of its employees.
- 16. CITY INSURANCE:** At its sole cost and expense, the CITY shall procure and maintain continuously throughout the term of this agreement insurance coverage through the South Dakota Public Assurance Alliance (SDPAA), a risk retention group formed under the Laws of the State of South Dakota for public entities of the State of South Dakota. Occurrence type Commercial General Liability coverage and official's liability coverage with limits of \$2,000,000 combined single limit per occurrence.

- 17. MUTUAL WARRANTIES:** Each Party (as the "Warranting Party") warrants and represents to the other Party that:
- A. Authorization. The Warranting Party duly and validly executed and delivered this Agreement.
 - B. Enforceability. This Agreement constitutes the valid and binding obligation of the Warranting Party and is enforceable against the Warranting Party in according to its terms.
 - C. No Conflict. The Warranting Party's performance under this Agreement in a timely and complete manner will not violate, or be materially or adversely impaired by, any of the following: (i) any other contract or agreement binding on the Warranting Party; (ii) any law, regulation, or order of any court or government or governmental agency or instrumentality binding on or affecting the Warranting Party; or (iii) any pending or threatened litigation or administrative proceeding.
- 18. INDEMNITY:** EXHIBITOR must defend, indemnify, and hold harmless the CITY, its affiliates, subsidiaries, licensees, successors and assigns, and the respective owners, mayor, city manager, council members, officers, directors, agents and employees of CITY from and against all liability, actions, claims, demands, judgments, penalties, fines, losses, property damage, other injuries (including but not limited to bodily injury, death, personal injury or mental anguish), or damages (including without limitation, reasonable attorneys' fees, expenses, court costs, expert fees) (collectively "Claims") to the extent it is adjudicated such Claims are directly caused by: (a) the non-performance of EXHIBITOR obligations hereunder following notice and failure to cure; (b) EXHIBITOR's breach or alleged breach of any of its representations and/or warranties set forth in this Agreement; (c) negligence or misconduct by EXHIBITOR, its agents, employees, or independent contractors; (d) any materials, products or services offered or supplied by EXHIBITOR hereunder; and (e) any claim of infringement of a third party's intellectual property rights by CITY due to its use of EXHIBITOR's Trademarks as contemplated by this Agreement.
- 19. CHOICE OF COUNSEL:** The Indemnified Parties will have the right, at their own cost and expense, to choose and select their own counsel and assume their own defense in connection with any action or proceeding to which the indemnification, hold harmless or defense obligations of this Section would be applicable. This Indemnification section is independent of EXHIBITOR's insurer's agreement to waive its right of subrogation and shall be in full force and effect regardless of whether EXHIBITOR's insurer agrees to waive its right of subrogation.

20. DEFAULT: The occurrence of any of the following shall constitute a default under this contract:

- A. The failure of either Party to provide the elements or make the payment as required by this contract.
- B. The violation of or failure to perform any of the Warranties of this contract.
- C. The failure to correct any violation of or failure to perform any other material provision or requirement of this contract within fifteen (15) calendar days after written notice of the violation or failure to perform.
- D. The insolvency or bankruptcy of either Party.
- E. The subjection of any property of either Party to any levy, seizure, assignment, application or sale for or by any creditor or government agency.
- F. EXHIBITOR's failure to promptly report to law enforcement officers any illegal activities occurring within the area of Space Lease.

21. TERMINATION: Without prejudice to any other rights or remedies that EXHIBITOR may have, City may terminate this Agreement immediately by delivery of notice to EXHIBITOR at any time if any of the following events shall occur:

- A. EXHIBITOR shall fail to make a payment or provide consideration when due and fail to cure such nonpayment in accordance with this Agreement;
- B. EXHIBITOR shall file for bankruptcy, become insolvent or the equivalent;
- C. EXHIBITOR shall default under any other material provision of this Agreement and shall have failed to cure such default within fifteen (15) days after it received written notice of such default from City, or within twenty-four (24) hours after EXHIBITOR has commenced set-up as described in Paragraph 1 above; or
- D. any of the representations or warranties made by EXHIBITOR in this Agreement shall prove to be untrue or inaccurate in any material respect.

Either party is in Default under this Agreement, as defined above.

22. LIMITATION OF DAMAGES: The Parties agree that if EXHIBITOR does not receive the elements which the CITY is to provide in this agreement, the sole remedy for EXHIBITOR shall be recovery of any fee paid to CITY, as defined herein. In no event shall the CITY be liable to EXHIBITOR for any Special, Direct, Indirect or Consequential damages, including but not limited to lost profits, lost revenue, economic loss however measured, nor for any damage or

injury to any property of EXHIBITOR nor any of its officers, employees, agents or contractors, however claimed to be attributable to or related to accident, theft, fire, or any other cause whatsoever. The only warranties by the CITY are those specifically set forth in this Agreement and said limited warranties are in place of all other warranties, express or implied.

- 23. ACT OF GOD:** If a delay or failure in performance is claimed by either party as a result of an Act of God, the party seeking to change its performance as a result thereof shall immediately notify the other party, stating what was the Act of God event and how it is claimed to affect performance otherwise owed by that party. The parties agree an Act of God event to be a natural disaster, act of war or like occurrence.
- 24. SURVIVAL:** The provisions of the Confidentiality and Construction sections, as described in Paragraphs 9, 18, 22 and 25 herein, shall survive the expiration or termination of this Agreement.
- 25. CONSTRUCTION, JURISDICTION AND VENUE:** The laws of the State of South Dakota govern this Agreement. The parties must bring all controversies, disputes and claims arising out of, or connected with, this Agreement, including a determination of the alleged breach of or enforcement of any of its terms or conditions, or any other dispute, claim, or controversy arising out of this agreement, in the Circuit Court for the State of South Dakota, Fourth Judicial Circuit, Meade County, South Dakota. Consistent with the requirements of SDCL 9-14-17 the original of this lease shall be on file in the City Finance office.
- 26. SEVERABILITY:** If any term, condition or covenant contained in this Agreement is held to be invalid, any such invalidity shall not affect the validity and enforceability of any other term, condition, or covenant, if the terms that remain shall allow the parties to accomplish the purpose of this Agreement.
- 27. MODIFICATION:** Any changes, modifications or revisions to the terms of this Agreement must be in writing and signed by both parties, attached to this agreement and designated as an Exhibit, and maintained on file at the City Finance Office with the original of this Agreement.
- 28. ENTIRE AGREEMENT:** This written Agreement and all its provisions is the complete agreement of the parties relating to the matters set forth therein. This contract contains the terms of the entire contract between the parties and replaces and supersedes all prior agreements, negotiations, and representations, written or oral,

relating to the subject matter hereof, notwithstanding any oral representations or other writings to the contrary. The execution of this Agreement terminates and extinguishes all prior agreements in effect on the subject matter herein and any such agreement is of no further force or effect.

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EXHIBITOR

CITY OF STURGIS

David Roe
Owner / Sales and Operations
Vtwinvisionary LLC

Kevin Forrester
Mayor

Date

Date

CITY OF STURGIS - WITNESS

Ann Bertolotto
Finance Officer

Date

EXHIBIT A
EXHIBIT SPACE

965 / 981 Main Street



City Council STAFF REPORT



Meeting Date: City Council - Jul 28 2025

Agenda Item: Consideration to approve the 2025 Sound Connection Inc. Exhibitor Agreement.

Prepared By: Lance Scherer, Director, Sponsorship / Brand

DISCUSSION:

This short-term lease accommodates Lessee's retail activities, during the 2025 City of Sturgis Motorcycle Rally.

- Sturgis Motorcycle Museum property, 981 Main Street
- July 30 - August 12, 2025

Staff is requesting Council's approval to proceed with the Mayor's signing of this Agreement. Thank you for your consideration.

RECOMMENDATION:

Motion to approve.

ATTACHMENTS:

[2025 SCI Exhibitor Agreement](#)

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Jul 26 2025

CITY OF STURGIS MOTORCYCLE RALLY EXHIBITOR AGREEMENT

This "Agreement" is between Sound Connection Inc., a Minnesota corporation in good standing, ("EXHIBITOR"), and the City of Sturgis, a municipal corporation ("CITY"). The CITY is the official host of the City of Sturgis Motorcycle Rally. The purpose of this Agreement is to define the terms and conditions under which the EXHIBITOR agrees to lease the Property described in Paragraphs 1 and 6 from the CITY.

1. ELEMENTS:

- A. The Property that is the subject of this Agreement is approximately 2,330 square feet, more or less, between Main Street and the alley, as show in the attached Exhibit A. This Exhibit Space is located between the intersections of Middle Street and Junction Avenue, with Main Street, and designated as 965/981 Main Street, Sturgis, SD 57785.
 - i. Set up and access to commence no sooner than 8:00 AM on Wednesday, July 30, 2025, and conclude no later than 10:00 PM each day. Set-up must complete by 8:00 AM on Friday, August 1, 2025.
 - ii. Go live exhibit active to commence no later than 10:00 AM on Friday, August 1, 2025.
 - a. Live Hours: 10:00 AM - 6:00 PM but EXHIBITOR may extend this time if it so chooses.
 - iii. Tear down to commence no sooner than 6:00 PM on Saturday, August 9, 2025.
 - iv. Tear down to conclude no later than 6:00 PM on Monday, August 11, 2025.
 - v. Tear down must take place between 8:00 AM - 10:00 PM each day.
 - vi. Nighttime security patrol provided from 6:00 PM - 9:00 AM daily, from Thursday, July 31 through Sunday, August 10, 2025.
 - vii. EXHIBITOR shall be responsible for all permits, licenses, and fees required by the State of South Dakota.
 - viii. EXHIBITOR shall not assign or sublet any interest in this Exhibit Space Lease.
- B. The CITY represents that:
 - i. Electrical service to accommodate EXHIBITOR's stated requirements, will be available for EXHIBITOR's use by 9:00 AM on Wednesday, July 30, 2025; and
 - ii. An operational water service connection will be available for EXHIBITOR's use by 9:00 AM on Wednesday, July 30, 2025.

2. ADDITIONAL EXHIBITOR PERFORMANCE:

- A. None.

- 3. VENUE:** The CITY shall be responsible for final performance under this Agreement and shall arrange all operational aspects of the City of Sturgis

Motorcycle Rally including providing security, traffic control, fire protection, sanitation and personnel to manage the City of Sturgis Motorcycle Rally.

- 4. SUBSTITUTE ELEMENTS:** In the event that any element of the EXHIBITOR package is not available for use as anticipated by the CITY at the time of the negotiation of this this agreement, CITY reserves the right to substitute a commercially reasonable alternative for that element to fulfill the CITY's contractual obligation. If this occurs, CITY shall provide prompt notice to EXHIBITOR of such commercially reasonable alternative. CITY's provision of a substitute element to EXHIBITOR shall not constitute default.
- 5. COMMUNICATION:** The CITY will make commercially reasonable efforts to communicate and promote the benefits of EXHIBITOR's support of the City of Sturgis Motorcycle Rally and the Sturgis community by explaining to the public the benefit to the community through the Exhibit Space Agreement elements set forth in Paragraph 1 above, and by managing communications with the media.
- 6. PROPERTY:** Any use of CITY PROPERTY by EXHIBITOR shall be set forth in Paragraph 1 above, as supplemented by the map attached as Exhibit A.
- 7. FEE:** The Fee for this Agreement is of Ten Thousand, one Hundred and Eighty Dollars (\$10,180) for the 2025 Rally. EXHIBITOR must pay the Fee, due on or before July 29, 2025. CITY shall provide EXHIBITOR with an invoice. EXHIBITOR must make payment to the City Finance Office, 1040 Harley-Davidson Way, Sturgis, SD 57785. City shall provide EXHIBITOR with an invoice for each such payment.
- 8. TERM:** This Agreement shall be for a term commencing on the date of signature of the City of Sturgis and concluding on August 12, 2025. The parties agree that the actual, specific period of occupancy, of the Exhibit Space referred to in Paragraph 6 above, shall only be for the dates set forth in Paragraph 1A above, unless otherwise amended pursuant to the terms in Paragraph 27 of this Agreement.
- 9. CONFIDENTIALITY:** Each party acknowledges that all material and information supplied by the other party which has or will come into receiving party's possession or knowledge in connection with its performance hereunder, is the disclosing party's confidential and proprietary information (the "Confidential Information"). By way of illustration, but not as a limitation, Confidential Information includes any software, trade secrets, processes, data, documentation, marketing

plans, forecasts, unpublished financial statements, budgets, licenses, prices or costs, as well as employee and customer lists, and specifically includes both the elements provided by the CITY and any Fee and other consideration provided and/or paid by EXHIBITOR. CITY's Confidential Information shall be inclusive of the previously mentioned but also include its proposals, methods, and processes. Each party's undertakings and obligations under this Section will not apply to any Confidential Information approved for release by written authorization of the disclosing party. Failure to perform consistent with this term shall be cause for the party owed that performance to terminate this Contract. Upon termination of this Contract, or at any other time upon written request, the party giving Notice of Termination or receiving the request will promptly return to the disclosing party all notes, memoranda, notebooks, drawings, records, reports, files, and other documents (and all copies or reproductions of such materials) whether prepared by the receiving party or others, which contain Confidential Information and are in its possession or under its control. Each party acknowledges that Confidential Information is the sole property of the disclosing party. Each party agrees that disclosure of such information to, or use by, third parties, either during or after this Agreement, will cause the disclosing party irreparable damage. Each party agrees to use commercially responsible efforts to hold Confidential Information in the strictest confidence, to make use of it only for the performance of its obligations hereunder, to release it only to the receiving party's employees or contractors with a need to know such information and not to release or disclose it to any other party. Each party further agrees not to release such information to any contractor who has not signed a written agreement between the receiving party and the contractor expressly binding the contractor not to disclose the Confidential Information, except as expressly permitted in this Contract. The receiving party will immediately notify the disclosing party in writing of any circumstances within its knowledge relating to any unauthorized possession, use, or knowledge of such Confidential Information. At any time, upon written request, the receiving party will return any such information within its possession to the disclosing party. The parties further acknowledge that disclosure of this Confidential Information is also subject to the Public Record provisions of SDCL Ch. 1-27 and CITY ordinance.

- 10. NOTICE:** All notices or other communications required or permitted hereunder shall be in writing to the addresses below, and shall be (a) personally delivered, (b) sent by registered or certified mail, return receipt requested, or (c) sent by overnight commercial carrier, such as, among others, Federal Express, or by email. Any such notice or other communication shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to

receive such notice; (ii) if mailed, on the date of delivery as shown by the addressee's registry or certification receipt; (iii) if sent and delivered by overnight commercial carrier, one (1) business day after the date of delivery of such communication to such carrier as marked thereon, with applicable charges prepaid.

CITY OF STURGIS:

Kevin Forrester, Mayor
Sturgis City Hall
1040 Harley-Davidson Way
Sturgis, SD 57785
605-347-4422 (Telephone)

With a copy to:

City Attorney
Sturgis City Hall
1040 Harley-Davidson Way
Sturgis, SD 57785
605-347-4422 (Telephone)
605-347-4861 (Fax)

SOUND CONNECTION INC.:

John B. Larson
Owner / CEO
Sound Connection Inc.
5926 Barbeau Road
Brainerd, MN 56401
866-251-0989 (Telephone)
john@soundconnectioninc.com (Email)

- 11. INDEPENDENT CONTRACTOR:** The relationship between the parties is such that of independent contractors. CITY shall neither have nor exercise control over the means or methods by which EXHIBITOR presents or markets its activities, and nothing in this Agreement shall create an employer-employee relationship between EXHIBITOR and CITY or authorizes EXHIBITOR to act on behalf of the CITY. Neither party shall have the authority or right legally to bind the other in contract, debt or otherwise, and neither party shall be liable for any obligation acquired or incurred by the other, except as provided herein.
- 12. NON-ASSIGNMENT:** EXHIBITOR must not assign this Agreement without the prior written approval signed by an authorized representative of CITY.

- 13. NO THIRD-PARTY BENEFICIARY RIGHTS:** Except as otherwise specifically provided herein, this Agreement does not create, and this Agreement may not be interpreted or construed to create any third-party beneficiary rights in any person not a party to this Agreement.
- 14. NON-WAIVER:** No waiver by either party of any breach or default hereunder will constitute a waiver of any preceding or subsequent breach or default.
- 15. INSURANCE AND CERTIFICATE OF GOOD STANDING:** Throughout the Term, EXHIBITOR shall maintain, at its sole cost and expense, with a financially responsible insurer, Comprehensive General Liability Insurance. Such insurance shall have a limit of liability of \$2,000,000 per each occurrence (Combined Single Limit). Such insurance shall include a Broad Form Comprehensive General Liability endorsement, the contingent liability of contractors and shall include contractual liability covering the provisions of this Agreement. Such insurance shall name The City of Sturgis, its respective employees, directors, officers, agents, and licensees as additional insured on a primary and non-contributing basis. Following execution of this Agreement and by to July 15 each year, EXHIBITOR or its broker or insurers shall provide the City of Sturgis with certificates of insurance evidencing such coverage is in full force and effect. The Insurance certificate may not be materially modified or canceled without giving thirty (30) days advance written notice to certificate holder. EXHIBITOR shall also provide to CITY, by that July 30, 2025 of the term, a copy of a CERTIFICATE OF GOOD STANDING for Sound Connection Inc. from the Minnesota Secretary of State. EXHIBITOR acknowledges and agrees that because of this Agreement, the CITY has no liability or responsibility for any loss, damage or injury to any property of the EXHIBITOR or to any of its employees.
- 16. CITY INSURANCE:** At its sole cost and expense, the CITY shall procure and maintain continuously throughout the term of this agreement insurance coverage through the South Dakota Public Assurance Alliance (SDPAA), a risk retention group formed under the Laws of the State of South Dakota for public entities of the State of South Dakota. Occurrence type Commercial General Liability coverage and official's liability coverage with limits of \$2,000,000 combined single limit per occurrence.
- 17. MUTUAL WARRANTIES:** Each Party (as the "Warranting Party") warrants and represents to the other Party that:

- A. Authorization. The Warranting Party duly and validly executed and delivered this Agreement.
- B. Enforceability. This Agreement constitutes the valid and binding obligation of the Warranting Party and is enforceable against the Warranting Party in according to its terms.
- C. No Conflict. The Warranting Party's performance under this Agreement in a timely and complete manner will not violate, or be materially or adversely impaired by, any of the following: (i) any other contract or agreement binding on the Warranting Party; (ii) any law, regulation, or order of any court or government or governmental agency or instrumentality binding on or affecting the Warranting Party; or (iii) any pending or threatened litigation or administrative proceeding.

18. INDEMNITY: EXHIBITOR must defend, indemnify, and hold harmless the CITY, its affiliates, subsidiaries, licensees, successors and assigns, and the respective owners, mayor, city manager, council members, officers, directors, agents and employees of CITY from and against all liability, actions, claims, demands, judgments, penalties, fines, losses, property damage, other injuries (including but not limited to bodily injury, death, personal injury or mental anguish), or damages (including without limitation, reasonable attorneys' fees, expenses, court costs, expert fees) (collectively "Claims") to the extent it is adjudicated such Claims are directly caused by: (a) the non-performance of EXHIBITOR obligations hereunder following notice and failure to cure; (b) EXHIBITOR's breach or alleged breach of any of its representations and/or warranties set forth in this Agreement; (c) negligence or misconduct by EXHIBITOR, its agents, employees, or independent contractors; (d) any materials, products or services offered or supplied by EXHIBITOR hereunder; and (e) any claim of infringement of a third party's intellectual property rights by CITY due to its use of EXHIBITOR's Trademarks as contemplated by this Agreement.

19. CHOICE OF COUNSEL: The Indemnified Parties will have the right, at their own cost and expense, to choose and select their own counsel and assume their own defense in connection with any action or proceeding to which the indemnification, hold harmless or defense obligations of this Section would be applicable. This Indemnification section is independent of EXHIBITOR's insurer's agreement to waive its right of subrogation and shall be in full force and effect regardless of whether EXHIBITOR's insurer agrees to waive its right of subrogation.

20. DEFAULT: The occurrence of any of the following shall constitute a default under this contract:

- A. The failure of either Party to provide the elements or make the payment as required by this contract.
- B. The violation of or failure to perform any of the Warranties of this contract.
- C. The failure to correct any violation of or failure to perform any other material provision or requirement of this contract within fifteen (15) calendar days after written notice of the violation or failure to perform.
- D. The insolvency or bankruptcy of either Party.
- E. The subjection of any property of either Party to any levy, seizure, assignment, application or sale for or by any creditor or government agency.
- F. EXHIBITOR's failure to promptly report to law enforcement officers any illegal activities occurring within the area of Space Lease.

21. TERMINATION: Without prejudice to any other rights or remedies that EXHIBITOR may have, City may terminate this Agreement immediately by delivery of notice to EXHIBITOR at any time if any of the following events shall occur:

- A. EXHIBITOR shall fail to make a payment or provide consideration when due and fail to cure such nonpayment in accordance with this Agreement;
- B. EXHIBITOR shall file for bankruptcy, become insolvent or the equivalent;
- C. EXHIBITOR shall default under any other material provision of this Agreement and shall have failed to cure such default within fifteen (15) days after it received written notice of such default from City, or within twenty-four (24) hours after EXHIBITOR has commenced set-up as described in Paragraph 1 above; or
- D. any of the representations or warranties made by EXHIBITOR in this Agreement shall prove to be untrue or inaccurate in any material respect.

Either party is in Default under this Agreement, as defined above.

22. LIMITATION OF DAMAGES: The Parties agree that if EXHIBITOR does not receive the elements which the CITY is to provide in this agreement, the sole remedy for EXHIBITOR shall be recovery of any fee paid to CITY, as defined herein. In no event shall the CITY be liable to EXHIBITOR for any Special, Direct, Indirect or Consequential damages, including but not limited to lost profits, lost revenue, economic loss however measured, nor for any damage or injury to any property of EXHIBITOR nor any of its officers, employees, agents or contractors, however claimed to be attributable

to or related to accident, theft, fire, or any other cause whatsoever. The only warranties by the CITY are those specifically set forth in this Agreement and said limited warranties are in place of all other warranties, express or implied.

- 23. ACT OF GOD:** If a delay or failure in performance is claimed by either party as a result of an Act of God, the party seeking to change its performance as a result thereof shall immediately notify the other party, stating what was the Act of God event and how it is claimed to affect performance otherwise owed by that party. The parties agree an Act of God event to be a natural disaster, act of war or like occurrence.
- 24. SURVIVAL:** The provisions of the Confidentiality and Construction sections, as described in Paragraphs 9, 18, 22 and 25 herein, shall survive the expiration or termination of this Agreement.
- 25. CONSTRUCTION, JURISDICTION AND VENUE:** The laws of the State of South Dakota govern this Agreement. The parties must bring all controversies, disputes and claims arising out of, or connected with, this Agreement, including a determination of the alleged breach of or enforcement of any of its terms or conditions, or any other dispute, claim, or controversy arising out of this agreement, in the Circuit Court for the State of South Dakota, Fourth Judicial Circuit, Meade County, South Dakota. Consistent with the requirements of SDCL 9-14-17 the original of this lease shall be on file in the City Finance office.
- 26. SEVERABILITY:** If any term, condition or covenant contained in this Agreement is held to be invalid, any such invalidity shall not affect the validity and enforceability of any other term, condition, or covenant, if the terms that remain shall allow the parties to accomplish the purpose of this Agreement.
- 27. MODIFICATION:** Any changes, modifications or revisions to the terms of this Agreement must be in writing and signed by both parties, attached to this agreement and designated as an Exhibit, and maintained on file at the City Finance Office with the original of this Agreement.
- 28. ENTIRE AGREEMENT:** This written Agreement and all its provisions is the complete agreement of the parties relating to the matters set forth therein. This contract contains the terms of the entire contract between the parties and replaces and supersedes all prior agreements, negotiations, and representations, written or oral, relating to the subject matter hereof, notwithstanding any oral representations or other writings to the contrary. The execution of

this Agreement terminates and extinguishes all prior agreements in effect on the subject matter herein and any such agreement is of no further force or effect.

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EXHIBITOR

John B. Larson
Owner / CEO
Sound Connection Inc.

Date

CITY OF STURGIS

Kevin Forrester
Mayor

Date

CITY OF STURGIS - WITNESS

Ann Bertolotto
Finance Officer

Date

EXHIBIT A
EXHIBIT SPACE

965 / 981 Main Street



City Council STAFF REPORT



Meeting Date: City Council - Jul 28 2025

Agenda Item: Consideration to approve the Sturgis Motorcycle Museum and Hall of Fame, Inc.'s Sponsorship of the 2025 Mayor's Ride.

Prepared By: Lance Scherer, Director, Sponsorship / Brand

DISCUSSION:

This agreement accommodates the Museum's Official Sponsorship of the 23rd Annual Mayor's Ride, during the 2025 City of Sturgis Motorcycle Rally.

Staff is requesting Council's approval to proceed with the Mayor's signing of this Agreement. Thank you for your consideration.

RECOMMENDATION:

Motion to approve.

ATTACHMENTS:

[2025 SMM Exchange of Goods and Services Agreement](#)

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Jul 26 2025

AGREEMENT CITY OF STURGIS MOTORCYCLE RALLY

This Agreement for the City of Sturgis Motorcycle Rally ("**Agreement**") is made effective as of July 28, 2024 ("**Effective Date**") by and between the City of Sturgis, a municipality located at Sturgis City Hall, 1040 Harley-Davidson Way, Suite 103, Sturgis, South Dakota 57785 ("**City**") and the Sturgis Motorcycle Museum and Hall of Fame, Inc., a South Dakota non-profit corporation in good standing, with a primary place of business located at 999 Main Street, Sturgis, SD 57785 ("**Museum**"), each a "party" and collectively "parties."

WHEREAS, Museum and City are seeking to exchange privileges, goods and services for the 23rd Annual Mayor's Ride Event ("**the Ride**") of the 2025 City of Sturgis Motorcycle Rally ("**the Rally**");

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PAYMENTS.

1.1 Fees. Upon the Effective Date Museum and City shall exchange privileges, goods and services as set forth in Exhibits A and B ("**Fees**").

2. LICENSES.

2.1 License Grant by Museum. Museum hereby grants to City for the Term of this Agreement a royalty-free, fully paid up, non-exclusive, non-transferable, non-assignable, non-sublicensable license to use and display Museum's designated marks and logos in the form as provided by Sponsor (the "**Museum Marks**") solely for performing City's obligations under this Agreement, subject in each instance to Museum's prior review and approval. The Museum Marks may not be revised or altered in any way and must be displayed by the City in the exact same form as provided by Museum. Museum shall also retain full and exclusive ownership of the Museum Marks, subject only to the license granted herein.

3. TERM AND TERMINATION.

3.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until August 11, 2025, unless otherwise earlier terminated as provided in this Section 2.

3.2 Termination for Cause. Either party may terminate this Agreement upon written notice to the other party if (a) the other party breaches any material term or condition of this Agreement or a party has violated an applicable law, regulation, ordinance, court or agency order and the breaching party fails to correct such breach to the satisfaction of the non-

breaching party within fifteen (15) days following written notice specifying such breach; (b) the other party applies for, consents to or is otherwise appointed a receiver, trustee or liquidator for substantially all of its assets; (c) the other party is the subject of a voluntary or involuntary petition for bankruptcy; (d) the other party admits its inability to pay its debts or makes an assignment for the benefit of its creditors; (d) the other party undergoes a change in ownership by more than 50% of a party's outstanding stock or ownership interest and the party undergoing the change in ownership fails to notify and obtain permission from the other party; or (e) the public reputation of a party has been compromised thereby impeding the ability or image of the party whose reputation was compromised from serving as reputable.

3.3 Additional Rights to Terminate by City. The City may also terminate this Agreement immediately without refunding any Fees and without further obligation to Museum (i) should Museum fail to make timely payment of any Fee; (ii) Museum knowingly or unknowingly allows another organization or individual not associated with Museum to occupy Museum's assigned exhibit space or tent or allows others not associated with Museum to participate in the Ride Event as if such individuals or organization were associated with Museum; or (iii) if Museum assigns or attempts to assign this Agreement to a third party without first notifying and obtaining written approval from the City.

4. NOTICE.

4.1 Notices. All notices and other communications under this Agreement shall be in writing and are deemed given when delivered by hand or upon confirmed receipt of a facsimile transmission, two (2) days after being deposited with an overnight courier, or five (5) days after mailing, postage prepaid, by registered or certified mail, return receipt requested, to the below address or such other addresses as either party shall specify in a written notice to the other.

To City:

Kevin Forrester, Mayor
Sturgis City Hall
1040 Harley-Davidson Way
Sturgis, SD 57785
605-347-4422 (Telephone)
605-347-4861 (Fax)

To Museum:

Heidi Haro
Executive Director
Sturgis Motorcycle Museum and Hall of Fame, Inc.
999 Main Street
Sturgis, SD 57785
executivedirector@sturgismuseum.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

CITY OF STURGIS:

(signature)

Kevin Forrester

Mayor

(date)

MUSEUM:

(signature)

Heidi Haro

Executive Director

(date)

EXHIBIT A

CITY DELIVERABLES

1. Museum shall be recognized as an Official Sponsor of the 23rd Annual Mayor's Ride Event of the 2025 City of Sturgis Motorcycle Rally.
 - a. City will include Museum Mark on all 23rd Mayor's Ride Sponsor signage and promotional materials, not yet produced.
 - b. Recognition, as such, by the Mayor of Sturgis at the Ride and Event luncheon.

EXHIBIT B

MUSEUM DELIVERABLES

1. Provide to City one-hundred Sturgis Motorcycle Museum and Hall of Fame, Inc. entrance passes for 2025 Mayor's Ride registrants.
2. Provide to City assistance of logistical and operational support, as required, for 2025 Mayor's Ride Event.

City Council
STAFF REPORT



Meeting Date: City Council - Jul 28 2025

Agenda Item: Consideration to approve the HomeSlice Media Group, LLC Sponsorship Agreement Amendment.

Prepared By: Lance Scherer, Director, Sponsorship / Brand

DISCUSSION:

This Amendment accommodates the Sponsor's official marketing activities for the 2025 City of Sturgis Motorcycle Rally.

Staff is requesting Council's approval to proceed with the Mayor's signing of this Agreement. Thank you for your consideration.

RECOMMENDATION:

Motion to approve.

ATTACHMENTS:

[2025 HSG Sponsorship - First Amendment](#)

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Jul 26 2025

**AMENDMENT TO SPONSORSHIP AGREEMENT
CITY OF STURGIS MOTORCYCLE RALLY**

This **Amendment to Sponsorship Agreement** (hereinafter "Amendment") is entered into by and between HomeSlice Media Group, LLC (hereinafter "Sponsor") and the City of Sturgis, a South Dakota municipality (hereinafter "City") with an effective date of July 28, 2025.

The parties previously entered into a Sponsorship Agreement dated effective January 1, 2024 (hereinafter "Sponsorship Agreement"), the terms of which are ratified by the parties and incorporated herein by reference. The parties mutually desire to modify, extend, and amend the Sponsorship Agreement as follows:

1. The term of the Sponsorship Agreement set forth in Section 5.1 thereof is extended through December 31, 2025.
2. Sponsor understands that this Amendment does not contain anything that the parties would consider to be confidential or privileged information or trade secrets and will be considered a public record open for inspection and copying pursuant to SDCL Chapter 1-27.
3. Section 10.7 of the Sponsorship Agreement is amended to substitute City's notification information to be:

Kevin Forrester, Mayor
Sturgis City Hall
1040 Harley-Davidson Way
Sturgis, SD 57785
605-347-4422 (Telephone)

[Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date last set forth below.

CITY OF STURGIS:

By: Kevin Forrester, its Mayor

(Seal)

ATTEST:

Ann Bertolotto, Finance Officer

(date)

HOMESLICE MEDIA GROUP, LLC:

By: Rob Henry, its Chief Brand Officer

(date)

City Council STAFF REPORT



Meeting Date: City Council - Jul 28 2025

Agenda Item: Consideration to approve the Rosenbauer America, LLC Sponsorship Agreement Amendment.

Prepared By: Lance Scherer, Director, Sponsorship / Brand

DISCUSSION:

This Amendment accommodates the Sponsor's official marketing activities for the 2025 City of Sturgis Motorcycle Rally.

Staff is requesting Council's approval to proceed with the Mayor's signing of this Agreement. Thank you for your consideration.

RECOMMENDATION:

Motion to approve.

ATTACHMENTS:

[2025 RA Sponsorship - First Amendment](#)

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Jul 26 2025

**AMENDMENT TO SPONSORSHIP AGREEMENT
CITY OF STURGIS MOTORCYCLE RALLY**

This **Amendment to Sponsorship Agreement** (hereinafter "Amendment") is entered into by and between Rosenbauer America, LLC (hereinafter "Sponsor") and the City of Sturgis, a South Dakota municipality (hereinafter "City") with an effective date of July 28, 2025.

The parties previously entered into a Sponsorship Agreement dated effective January 1, 2022 (hereinafter "Sponsorship Agreement"), the terms of which are ratified by the parties and incorporated herein by reference. The parties mutually desire to modify, extend, and amend the Sponsorship Agreement as follows:

1. The term of the Sponsorship Agreement set forth in Section 5.1 thereof is extended through December 31, 2025.
2. Sponsor understands that this Amendment does not contain anything that the parties would consider to be confidential or privileged information or trade secrets and will be considered a public record open for inspection and copying pursuant to SDCL Chapter 1-27.
3. Section 10.7 of the Sponsorship Agreement is amended to substitute City's notification information to be:

Kevin Forrester, Mayor
Sturgis City Hall
1040 Harley-Davidson Way
Sturgis, SD 57785
605-347-4422 (Telephone)

[Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date last set forth below.

CITY OF STURGIS:

By: Kevin Forrester, its Mayor

(Seal)

ATTEST:

Ann Bertolotto, Finance Officer

(date)

ROSENBAUER AMERICA, LLC:

By: Jay Johnson,
its Executive Vice President

(date)

City Council
STAFF REPORT



Meeting Date: City Council - Jul 28 2025

Agenda Item: Consideration to approve the Rosenbauer America, LLC Sponsorship Lease Agreement Amendment.

Prepared By: Lance Scherer, Director, Sponsorship / Brand

DISCUSSION:

This Amendment accommodates the Sponsor's lease for the 2025 City of Sturgis Motorcycle Rally.

Staff is requesting Council's approval to proceed with the Mayor's signing of this Agreement. Thank you for your consideration.

RECOMMENDATION:

Motion to approve.

ATTACHMENTS:

[2025 RA Lease Amendment](#)

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Jul 26 2025

**AMENDMENT TO SPONSORSHIP LEASE AGREEMENT
CITY OF STURGIS MOTORCYCLE RALLY**

This **Amendment to Sponsorship Lease Agreement** (hereinafter "Amendment") is entered into by and between Rosenbauer America, LLC (hereinafter "Sponsor") and the City of Sturgis, a South Dakota municipality (hereinafter "City") with an effective date of July 28, 2025.

The parties previously entered into a Sponsorship Agreement dated effective July 31, 2022 (hereinafter "Sponsorship Agreement"), the terms of which are ratified by the parties and incorporated herein by reference. The parties mutually desire to modify, extend, and amend the Sponsorship Agreement as follows:

1. The term of the Sponsorship Lease Agreement set forth in paragraph 7 of page 1 thereof is extended through December 31, 2025.
2. Sponsor understands that this Amendment does not contain anything that the parties would consider to be confidential or privileged information or trade secrets and will be considered a public record open for inspection and copying pursuant to SDCL Chapter 1-27.
3. Page 2 of the Sponsorship Lease Agreement is amended to substitute City's notification information to be:

Kevin Forrester, Mayor
Sturgis City Hall
1040 Harley-Davidson Way
Sturgis, SD 57785
605-347-4422 (Telephone)

[Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date last set forth below.

CITY OF STURGIS:

By: Kevin Forrester, its Mayor

(Seal)

ATTEST:

Ann Bertolotto, Finance Officer

(date)

ROSENBAUER AMERICA, LLC:

By: Jay Johnson,
its Executive Vice President

(date)

City Council
STAFF REPORT



Meeting Date: City Council - Jul 28 2025

Agenda Item: Consideration to approve the Veterans of Foreign Wars of the United States Sponsorship Agreement Amendment.

Prepared By: Lance Scherer, Director, Sponsorship / Brand

DISCUSSION:

This Amendment accommodates the Sponsor's official marketing activities for the 2025 City of Sturgis Motorcycle Rally.

Staff is requesting Council's approval to proceed with the Mayor's signing of this Agreement. Thank you for your consideration.

RECOMMENDATION:

Motion to approve.

ATTACHMENTS:

[2025 VFW Sponsorship - First Amendment](#)

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Jul 26 2025

**AMENDMENT TO SPONSORSHIP AGREEMENT
CITY OF STURGIS MOTORCYCLE RALLY**

This **Amendment to Sponsorship Agreement** (hereinafter "Amendment") is entered into by and between Veterans of Foreign Wars of the United States (hereinafter "Sponsor") and the City of Sturgis, a South Dakota municipality (hereinafter "City") with an effective date of July 28, 2025.

The parties previously entered into a Sponsorship Agreement dated effective January 1, 2022 (hereinafter "Sponsorship Agreement"), the terms of which are ratified by the parties and incorporated herein by reference. The parties mutually desire to modify, extend, and amend the Sponsorship Agreement as follows:

1. The term of the Sponsorship Agreement set forth in Section 5.1 thereof is extended through December 31, 2025.
2. Sponsor understands that this Amendment does not contain anything that the parties would consider to be confidential or privileged information or trade secrets and will be considered a public record open for inspection and copying pursuant to SDCL Chapter 1-27.
3. Section 10.7 of the Sponsorship Agreement is amended to substitute City's notification information to be:

Kevin Forrester, Mayor
Sturgis City Hall
1040 Harley-Davidson Way
Sturgis, SD 57785
605-347-4422 (Telephone)

[Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date last set forth below.

CITY OF STURGIS:

By: Kevin Forrester, its Mayor

(Seal)

ATTEST:

Ann Bertolotto, Finance Officer

(date)

VETERANS OF FOREIGN WARS OF THE UNITED STATES:

By: Marc Garduno,
its Quartermaster General

By: Dan West, its Adjutant General

(date)

(date)