

## City Council Meeting AGENDA

DATE: Monday, December 1, 2025 TIME: Regular Meeting - 6:30 PM

PLACE: Council Chambers - City Hall, 1040 Harley-Davidson Way, Sturgis SD

Page

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- 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
- 7. MAYOR'S REPORT
- 7.1. Payroll Hayley Miller (Police Officer) Full-time, nonexempt position, \$27.36 per hour

  Payroll Report Pdf
- 6 7.2. Payroll -Tegan Williams (EMT Part-time) (Ambulance) Orientation

		Payroll Report - Pdf
7	7.3.	Payroll - Josua Valder (EMT Part-time) (Ambulance) - Orientation wage \$19.00/hr after orientation is completed would raise to \$21.00/hr.
		Payroll Report - Pdf
8	7.4.	Payroll - Devin Stehman (EMT Part-time) (Ambulance) - Orientation wage \$19.00/hr after orientation is completed would raise to \$21.00/hr.
		Payroll Report - Pdf
9	7.5.	Payroll - Caden Hanson (EMT Part-time) (Ambulance) - Orientation wage \$19.00/hr after orientation is completed would raise to \$21.00/hr.
		Payroll Report - Pdf
10 - 17	7.6.	Sturgis Rally Financial Overview – 2024, 2025, and 2026 Forecast Agenda Item Report - Pdf
	8.	CONSIDER CONSENT AGENDA
18 - 25	8.1.	Consider approval of the minutes from the November 17, 2025 City Council meeting <u>City Council - Nov 17 2025 - Minutes - Pdf</u>
26 - 29	8.2.	Consideration to Approve Veteran Exemption <u>Agenda Item Report - Pdf</u>
30 - 33	8.3.	Consideration to Approve Veteran Exemption <u>Agenda Item Report - Pdf</u>
	9.	APPROVAL OF THE CLAIMS
34 - 44	9.1.	Council Bills 12012025 Salary Sheet 11212025
	10.	PUBLIC HEARINGS
45 - 54	10.1.	Consideration to approve the 2025 Dixxon Supply, LLC Property Lease Amendment.  Agenda Item Report - Pdf

wage \$19.00/hr after orientation is completed would raise to \$21.00/hr.

## 11. REPORTS

55 - 57	11.1.	Medical Cannabis Dispensary Renewal Application - Northern Hills Alternative Health  Agenda Item Report - Pdf
58 - 60	11.2.	Medical Cannabis Dispensary Renewal Application - Puffy's Agenda Item Report - Pdf
61 - 65	11.3.	Medical Cannabis Cultivation Renewal Application - The Crop Shop LLC Agenda Item Report - Pdf
66 - 70	11.4.	Medical Cannabis Manufacturing Renewal Application - The Crop Shop LLC <u>Agenda Item Report - Pdf</u>
71 - 80	11.5.	Consider Professional Services Agreement with Jayna Watson for Planning and Zoning Consulting  Jayna Watson Professional Services Agreement  Jayna L Watson-Resume  City-County services
81 - 84	11.6.	Order and Service Agreement with Westlaw  Westlaw Sturgis Revised Dec 2025
85 - 90	11.7.	Resolution 2025-40 - a Resolution Authorizing Disposition of Surplus Personal Property by Public Auction  Resolution 2025-40 - Surplus Auction Resolution  AuctionAgreement 2025
91 - 93	11.8.	Consideration to approve the 2026 Billboard Lease Agreement with Epic Outdoor Advertising, Inc. <u>Agenda Item Report - Pdf</u>
94 - 104	11.9.	Teamsters Health Agreement for Participation for Bargaining and Non-Bargaining Unit Employees <u>Agenda Item Report - Pdf</u>

#### 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

#### 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.



Meeting Date: City Council - Dec 01 2025

**Agenda Item:** Payroll - Hayley Miller (Police Officer) Full-time, nonexempt position, \$27.36 per

hour

Prepared By: Carrie Belawske, Human Resources

#### **BACKGROUND INFORMATION:**

This selection is a replacement for an officer recently promoted due to SGT Siscoe's resignation. Mitchell Erickson (previously approved as a replacement for Siscoe) was a replacement for Officer Tebben, who went from full-time to part-time.

Officer Miller is a new employee.

DISCUSSION:		
•		
BUDGET IMPACT:		
None.		
Approved By:	Status:	
Geody VanDewater, Chief of Police	Approved - Nov 20 2025	



Meeting Date: City Council - Dec 01 2025

Agenda Item: Payroll -Tegan Williams (EMT Part-time) (Ambulance) - Orientation wage

\$19.00/hr after orientation is completed would raise to \$21.00/hr.

**Prepared By:** Aden Schillig, Ambulance Director

#### **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 Hire

Approved By:

Aaron Jordan, City Administrator

Status:



Meeting Date: City Council - Dec 01 2025

Agenda Item: Payroll - Josua Valder (EMT Part-time) (Ambulance) - Orientation wage \$19.00/hr

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#### **DISCUSSION:**

New Hire

Approved By:

Status:

Aaron Jordan, City Administrator



Meeting Date: City Council - Dec 01 2025

Agenda Item: Payroll - Devin Stehman (EMT Part-time) (Ambulance) - Orientation wage

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**Prepared By:** Aden Schillig, Ambulance Director

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New Hire

Approved By:

Aaron Jordan, City Administrator

Status:



Meeting Date: City Council - Dec 01 2025

Agenda Item: Payroll - Caden Hanson (EMT Part-time) (Ambulance) - Orientation wage

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**Prepared By:** Aden Schillig, Ambulance Director

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

#### **DISCUSSION:**

New Hire

Approved By:

Aaron Jordan, City Administrator

Status:



Meeting Date: City Council - Dec 01 2025

Agenda Item: Sturgis Rally Financial Overview – 2024, 2025, and 2026 Forecast

**Prepared By:** Kevin Forrester, Mayor

#### **BACKGROUND INFORMATION:**

2025 was the 85th Anniversary of the Sturgis Motorcycle Rally

#### **DISCUSSION:**

The attached report provides an initial, high-level review of the financial performance of the Sturgis Motorcycle Rally for 2024 and 2025, along with a preliminary forecast for 2026. This "first look" analysis is intended to clearly identify Rally-related revenues and expenditures and assist in long-range budget planning. Also included with this report is a comprehensive sales tax analysis covering 2011 through 2025, providing long-term trend context to support revenue assumptions and economic forecasting.

The 2024 and 2025 financials reflect continued strength in Rally activity, vendor participation, and sponsorship performance. Looking ahead, we anticipate 2026 will be a solid year, supported in part by national marketing opportunities surrounding the 250th anniversary of American Independence.

It is important to note that Rally attendance and revenues traditionally soften in the year immediately following a major anniversary year (e.g., post-85th Rally). Our 2026 revenue estimate incorporates this expected adjustment. To help protect net proceeds during this anticipated decline, the 2026 preliminary budget includes a targeted reduction in sponsorship-related expenditures.

Overall, these projections allow us to proactively manage financial expectations, maintain adequate reserves and operational stability, and align spending with forecasted activity levels. Additional detail and a refined analysis will be provided as new information becomes available and as we continue developing the 2026–2027 budget cycle.

#### **ATTACHMENTS:**

Rally Financials 2024 2025 and 2026 Forecast 2011-25 Sales Tax Analysis 2011-2025 Special Sales Tax Analysis

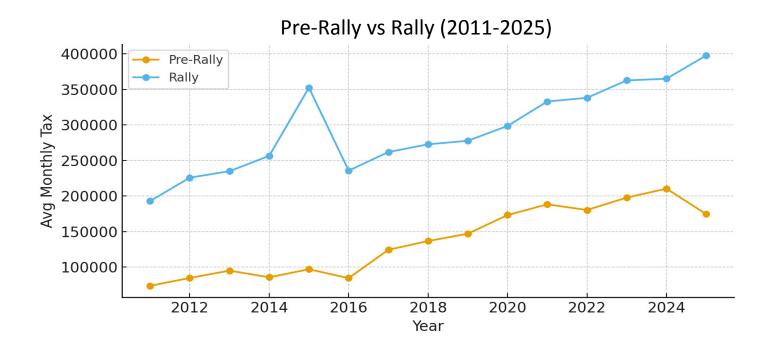
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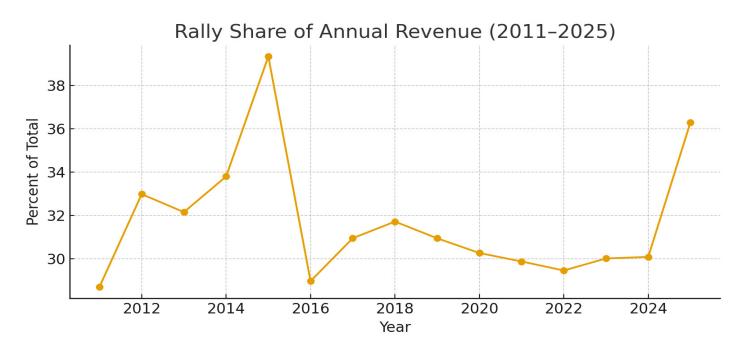
Status:

Aaron Jordan, City Administrator

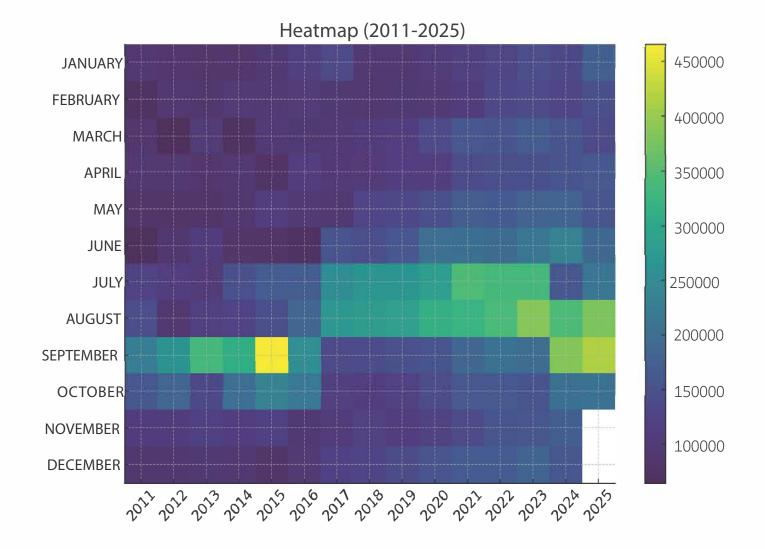
STURGIS RALLY FIR	NANCIALS				As	of Nov 26, 2025
		Revenue				
		2024	2025	25-24 Diff	2026	26-25 Diff
101-3200-03250	Transient Merchants	502,512	527,391	24,879	328,000	(199,391)
101-3410-03495	Sale of Bricks	2,085	105	(1,980)		(105)
101-3410-34110	Rally Property Leases	650,677	536,342	(114,335)	541,500	5,158
101-3410-34111	Sponsorship, Official Mark	137,003	156,594	19,591	10,000	(146,594)
101-3410-34113	Rally Information Booth			-		-
101-3410-34114	Rally Other	6,985	10,791	3,806		(10,791)
101-3410-34115	Rally Parking		200	200		(200)
101-3410-34116	VIP Hospitality	26,919	20,987	(5,932)	20,000	(987)
101-3410-34117	Mayor's Ride	41,584	32,444	(9,140)	30,000	(2,444)
101-3410-34118	Rally Advertising	245,414	169,287	(76,127)	170,000	713
101-3410-34121	Retail License Royalty	14,067	22,646	8,579	60,000	37,354
101-3410-34130	E-Commerce	82,856	92,422	9,566	20,000	(72,422)
101-3410-34140	Rally Chartibable Activities	2,560		(2,560)		-
101-3130-03130	General Sales & Use Tax (Rally Divident)	364,809	397,552	32,743	370,000	(27,552)
	General Fund	2,077,471	1,966,761	(110,710)	1,549,500	(417,261)
211-3130-03130	General Sales & Use Tax - BBB (Rally Est.)	96,901	106,714	9,813	96,901	(9,813)
212-3410-34110	Sponsorship Contributions	105,000	105,000	-	-	(105,000)
212-3130-03130	General Sales & Use Tax (Capital Imp / Eq)	364,809	397,552	32,743	370,000	(27,552)
612-3440-03443	Special Sanitation Fund	56,134	51,313	(4,821)	220,000	168,687
	Non General Fund	622,844	660,579	37,735	686,901	26,322
	TOTAL =	2,700,315	2,627,340	(72,975)	2,236,401	(390,939)
		Expenses				
		2024	2025	25-24 Diff	2026	26-25 Diff
101-4198-41100	Total Compensation - Salary/Benefit	109,284	113,380	4,096	118,505	5,125
101-4198-42200	Professional Fees	123,886	96,646	(27,240)	36,405	(60,241)
101-4198-42300	Publishing	11,250		(11,250)		-
101-4198-42400	Rental-Sponsorship	286,218	325,296	39,078	102,200	(223,096)
101-4198-42500	Repair & Maintenance	1,125	32	(1,094)	720	688
101-4198-42600	Supplies & Materials	33,776	41,248	7,472	73,365	32,117
101-4198-42700	Travel	3,529	4,602	1,073	12,000	7,398
101-4198-42800	Utilities	7,383	4,412	(2,971)	6,970	2,558
101-4198-42900	Other	24,513	25,000	487	25,000	-
	Sponsorship Department Total	600,964	610,615	9,651	375,165	(235,450)
101-4199-41100	Total Compensation - Salary/Benefit	198,188	21,291	(176,897)		
101-4199-42200	Professional Fees	15,554	59,642	44,088	105,415	45,773
101-4199-42300	Publishing	11,136	1,050	(10,086)	600	(450)
101-4199-42400	Rental	15,650	-	(15,650)	10,250	10,250
101-4199-42500	Repair & Maintenance	3,739	820	(2,919)		
101-4199-42600	Supplies & Materials	45,184	(355)	(45,538)	285	640
101-4199-42800	Utilities	4,126	2,742	(1,384)	2,660	(82)
101-4199-42900	Other	3,397	4,166	769		
101-4199-45200	Merchandise for Resale	8,167	4,154	(4,014)		
101-4199-45210	Merchandise E-Commerce	3,900	40	(3,860)		
101-4199-46530	City Promotion	22,383		(22,383)	3,325	
	Rally Department Total	331,423	93,550	(237,873)	122,535	56,130
101-4211-42909	Other Expenses - Rally (Police)	55,000	46,000	(9,000)	50,050	4,050
101-4511-42609	Supplies & Materialsv - Rally (SCC)	2,500	3,000	500	3,500	500
	Other General Fund Totals	57,500	49,000	(8,500)	53,550	4,550
	General Fund Total	989,887	753,165	(236,722)	551,250	(201,915)
612-4323-4290	Other Expenses (Sanitation) - Landfill Cost	25,847	30,746	4,899	30,000	(746)
	Non General Fund Totals	25,847	30,746	4,899	30,000	(746)
	Wages (General & Enterprise Funds)	433,335	475,813	42,478	480,000	4,187
	TOTAL EXPENSES	1,449,069	1,259,724	(189,346)	1,061,250	(198,474)
	Page 2 of 8 TOTAL NET	1,251,246	1,367,616	116,371		je 11 <del>187,465</del> 4
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## City of Sturgis – Sales Tax (2011–2025)



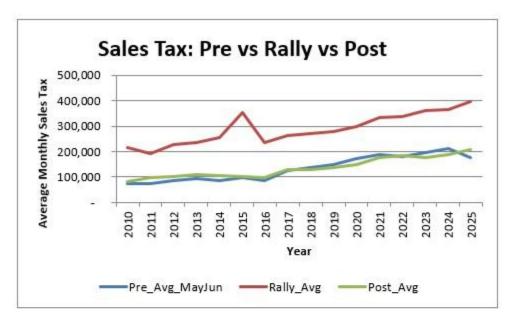


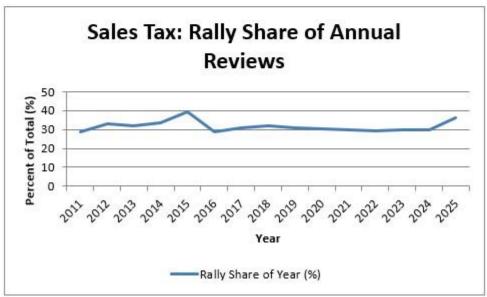
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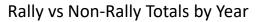
## **Sales Tax Graphs (2011-2025)**

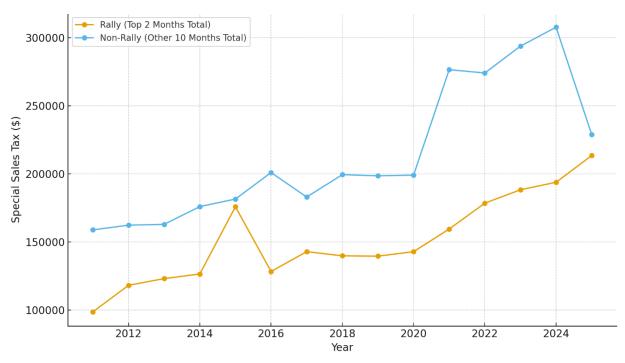


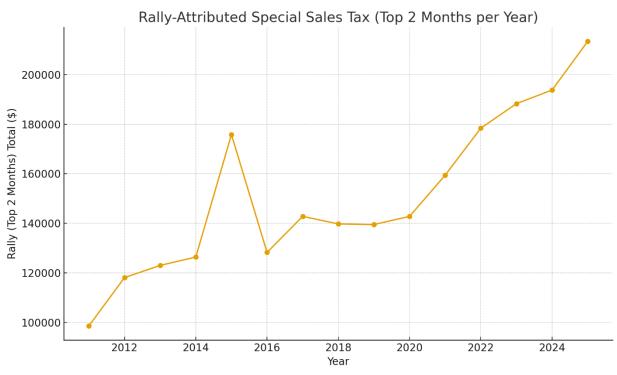


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## City of Sturgis – Special Sales Tax (2011–2025)

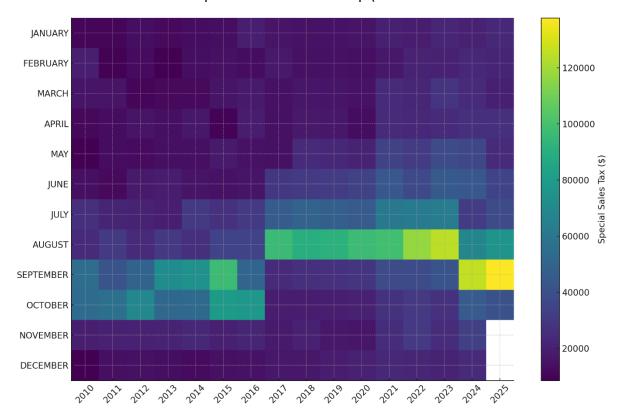






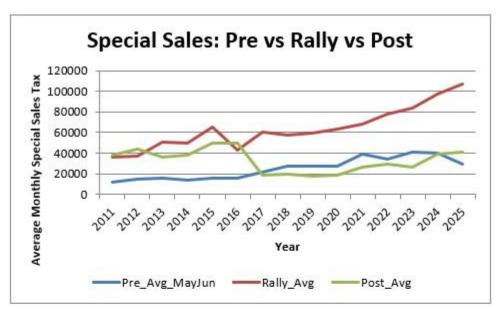
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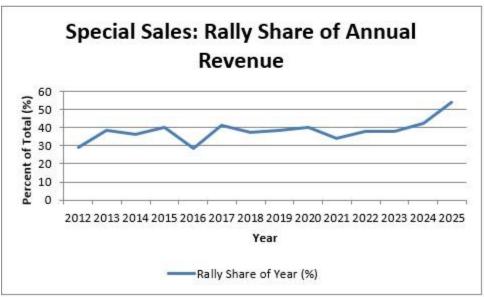
### Special Sales Tax Heatmap (2011-2025



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## **Special Sales Tax Graphs (2011-2025)**





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#### **UNOFFICIAL MINUTES**

#### City Council Meeting

#### City of Sturgis, South Dakota

Monday, November 17, 2025

6:30 PM

**Council Chambers** 

**COUNCIL** Kevin Forrester, Tony Dargatz, Jesse Blakeman, Jim Thompson, Nick

**PRESENT:** Jones, Ruth Kopp, Alex Usera, and Terry Jensen

**ABSENT:** Mark Chaplin

**STAFF** Finance Officer, Ann Bertolotto, City Administrator, Aaron Jordan, City **PRESENT:** Attorney, Eric Davis, Director of Public Works, Rick Bush, and Chief of

Police, Geody VanDewater

#### Call to Order Regular Meeting of the City Council

Mayor Forrester calls meeting to order at 6:30 p.m.

#### Pledge of Allegiance/Prayer

Bill Meirose gives prayer.

#### Approval of the Agenda

Thompson moved, Dargatz seconded, and all voted to approve the agenda as posted with the addition of item 8.5.

#### **Announcements and Praise**

Councilman Thompson makes announcements of upcoming community events.

Resident Bonnie Alberts makes comments.

Mayor Forrester praises city employees for performance during the recent power outage.

#### Non-Agenda matters that may come before the Council

Administrator Jordan talks about city employees' performance during the power outage.

Mayor Forrester talks about transparency concerning sponsorship contracts.

Davis gives an overview of possible changes to the sponsorship program.

#### **Department Updates**

- Administrator Jordan presents the sales tax and BBB tax reports for October.
- Finance Officer Ann Bertolotto gives financial execution reports
- Human Resources Director Carrie Belawske talks about possible change of insurance provider and plans for employees and their families.

#### **Mayor's Report**

- Payroll Mitchell Erickson (Police Officer) Full-time, nonexempt position, \$27.36 per hour
- Payroll Tucker Bedford (Police Change in wage 29.34) new wage \$31.40
- Payroll -Alison Ficek (Custodian) Full-time, non-exempt, eligible for benefits) \$19.22
- Tammy Ogden (Custodian) (Full-time, non-exempt, eligible for benefits) \$19.22
- Additional volunteer for the Sturgis Animal Shelter in the Council minutes for workers' compensation and liability coverages in 2025: Tessa Meland

#### **Consider Consent Agenda**

- Consider approval of the minutes from the November 3, 2025 City Council meeting
- Consideration to approve Resolution 2025-38 Final Plat of Lot 12 Revised and Lot 30 Revised, Block 2 of Davenport Ranch Addition, Formerly Lot 29 & 30, Block 2 of Davenport Ranch Addition, Located in NW1/4NW1/4 and the NE1/4SW1/4NW1/4 of Section 22, T5N, R5E, Black Hills Meridian, City of Sturgis, Meade County, South Dakota.

## RESOLUTION 2025-38 RESOLUTION APPROVING PLAT

WHEREAS the statutes of the State of South Dakota require that plats of property within the jurisdiction of the City of Sturgis be submitted to the governing body for approval before the same are recorded in the Office of the Register of Deeds; and WHEREAS, the City of Sturgis Planning and Zoning have presented to the Common Council of the City of Sturgis a plat of the following described real property for Lloyd and Kristin Johnson:

#### **PLAT OF**

Lot 29 Revised and Lot 30 Revised in Block 2 of Davenport Ranch Addition
Formerly Lot 29 and Lot 30 in Block 2 of Davenport Ranch Addition, Located in the
NW1/4NW1/4 and the NE1/4SW1/4NW1/4 of of Section 22, Township 5 North, Range 5
East, Black Hills Meridian, City of Sturgis, Meade County, South Dakota.
WHEREAS, said plat meets the requirements of the statutes; and
WHEREAS, that the municipality approves the plat, and that the written
certification of the City's approval will be affixed to the plat, by the Mayor; and
BE IT RESOLVED by the Common Council of the City of Sturgis, South Dakota,
that the within and foregoing plat is hereby approved as provided herein.

Dated this 17th day of November, 2025. CITY OF STURGIS

BY:

Kevin Forrester – Mayor

ATTEST:

Ann Bertolotto – Finance Officer Published: 11/28/25

Effective: 12/19/25

 Consideration to approve Resolution 2025-39 the Final Plat of Lot 23 Revised, Block B of Weber Addition, Formerly Lot 22 & 23, Block B of Weber Addition, Located in the SE1/4NW1/4 of Section 10, T5N, R5E, Black Hills Meridian, City of Sturgis, Meade County, South Dakota. RESOLUTION 2025-39

#### RESOLUTION APPROVING PLAT

WHEREAS the statutes of the State of South Dakota require that plats of property within the jurisdiction of the City of Sturgis be submitted to the governing body for approval before the same are recorded in the Office of the Register of Deeds; and WHEREAS, the City of Sturgis Planning and Zoning have presented to the Common Council of the City of Sturgis a plat of the following described real property for Shelby and Bradly McArthur:

#### **PLAT OF**

Lot 23 Revised in Block B of Weber Addition

Formerly Lot 22 and Lot 23 in Block B of Weber Addition, Located in the SE1/4NW1/4 of Section 10, Township 5 North, Range 5 East, Black Hills Meridian, City of Sturgis, Meade County, South Dakota.

WHEREAS, said plat meets the requirements of the statutes; and WHEREAS, that the municipality approves the plat, and that the written certification of the City's approval will be affixed to the plat, by the Mayor; and BE IT RESOLVED by the Common Council of the City of Sturgis, South Dakota, that the within and foregoing plat is hereby approved as provided herein.

Dated this 17th day of November, 2025.

CITY OF STURGIS

BY:

Kevin Forrester – Mayor ATTEST:

Ann Bertolotto – Finance Officer Published: 11/28/25

Effective: 12/19/25

- Consideration to set a Public Hearing for Dec. 1, for an amendment to the existing 2025 Dixxon Supply, LLC Property Lease Agreement.
- Consideration to cancel the public hearing set for Dec. 1, for the Board of Adjustment to consider the variance request to the subdivision regulations made by Wade Cudmore.

Jensen moved, Jones seconded, and all voted to approve the consent agenda.

#### Approval of the claims

Vendor Name	Description	<b>Net Invoice Amount</b>
A & B WELDING CO	Supp & Mat	47.85
AAA COLLECTIONS	Collection fees	66.89
ADAMS-ISC SERVICES	Rep & Maint	47.12
ADMIRAL BEVERAGE CORP	Liquor	16614.91
ALSCO, INC	Mats & towels	578.12
AMERICAN CONT & CONS	Cap Imp	96894
ASPEN RIDGE LAWN	Ice Melt	3570
BAKER & TAYLOR	Books	15.53
BEAR BUTTE VALLEY WATER	Util	117.9
BLACK HILLS CHEMICAL	Supp & Mat	4128.4

BLACK HILLS ENERGY	Util	54442.65
BLACK HILLS PIONEER	Publ	444.65
BLACK HILLS SNACKS	Liquor	266.85
BLUE PEAK	Phones/Int	5051.1
BURNHAM, ROGER	Prof Fees	4847.83
BUTTE ELECTRIC	Util	975.23
CARDIO PARTNERS INC	Amb supplies	5115.26
CASELLE	<b>Prof Fees</b>	2251
CASH-WA DISTRIBUTING	Liquor	1146.54
CASK & CORK	Liquor	2713.65
CBH COOPERATIVE #112407	Fuel	7390.1
CBH COOPERATIVE - #865928	Fuel	43.03
CBH COOPERATIVE #920771	Fuel	1660.04
CENGAGE LEARNING	Books	331.36
CITY OF BELLE FOURCHE	Landfill tickets	30079.64
CITY OF STURGIS WATER DEPT	Water	6934.98
COCA COLA BOTTLING CO	Liquor/water	1030.5
CORE & MAIN LLP	Supp & Mat	1417.16
COUNTY DRUG	Supp & Mat	14
CULLIGAN OF THE NH	Water	70
DAKOTA PUMP	Cap Imp	12878.57
DAKOTA REDI-MIX	Cap Imp	402216.06
DAKOTA'S BEST	Liquor	466
DBT TRANSPORT	Serv contract Airport	7969.39
EBSCO SUBS SERVICE	Library supp	1696.11
EPIC OUTDOOR ADV	Billboard Lease	1500
EQUIPMENT BLADES	Streets supp	10854
FEDEX	Postage	173.36
FENCE CRAFTERS	Rep & Maint	1479
FLEXIBLE PIPE TOOL COMPANY	Rep & Maint	2411.45
FOTH INFR & ENV	Prof Fees	37270.54
GLOBAL DIST	Liquor	297
GREAT WESTERN TIRE CO	Supp & Mat	1433
gWorks	Prof Fees	7197
HALME INC	Cap Imp	260210.09
HAWKINS	Supp & Mat	1531.11
HELIX SOLUTIONS	Prof Fees	350
HELMS & ASSOCIATES	Cap Imp	69267.26
HENRY SCHEIN	Med Supp	86.17
HILLS PRODUCTS GROUP	Lumber	2462.2
HOMESLICE MEDIA	Prof Fees	3500
INGRAM LIBRARY SERVICES	Books	337.32
J & J ASPHALT	Supp & Mat	1378.7
JOHNSON WESTERN WHOLESALE	Liquor	32741.41
TOTALISON WESTERN WHOLESALE	Liquoi	52/71.71

K T CONNECTIONS	<b>Prof Fees</b>	1365
KAISER FNDTN HEALTH PLAN OF WA	Reimburse Amb fees	701.44
KETEL THORSTENSON	<b>Prof Fees - Audit</b>	13789.65
KIEFFER SANITATION	Monthly container rental	643.64
LEWIS, DR. SARAH	<b>Prof Fees</b>	500
LYNN'S	Supp & Mat	281.56
MARCO TECH	COPIER RENTAL	297
MASTERCARD	Credit Card	8707.77
MATTHEW BENDER & CO. INC.	Supp & Mat	234.1
MEADE COUNTY AUDITOR	Dispatch fees	13273.59
MID-AMERICAN RES CHEM	Rep & Maint	223.69
MIDCONTINENT TESTING LAB	Water testing	248
MONTANA DAKOTA UTILITIES	Util	7911.86
NORTHWEST PIPE FITTINGS	Supp & Mat	190.82
ON SITE FIRST AID AND SUPPLY	First Aid restock	137.45
OREILLY AUTO PARTS	Rep & Maint	73.71
OWENS INTERSTATE	Supp & Mat	206.77
PANACEA MEADERY LLC	Liquor	180
PETE LIEN & SONS INC.	Rep & Maint	628.5
POINTCLICKCARE TECH	<b>Prof Fees</b>	540
PURCHASE POWER	Postage fees	806.75
QUALITY BRANDS OF THE BH	Liquor	20582.91
RASMUSSEN MECH	Rep & Maint	1587
REPUBLIC BEVERAGE CO	Liquor	8614.23
RICHTER'S TIRE & EXHAUST, LLC	Rep & Maint	286.91
RIVERFRONT BROADCASTING	Adv	1254.6
RUSHMORE OFFICE SUPPLY	Supp & Mat	512.11
SACRISON PAVING	Supp & Mat	5149.46
SAWYER BREWING CO	Liquor	116
SD ASSN OF RURAL WATER	<b>Prof Fees</b>	1265
SD DEPT OF TRANSPORTATION	Rental fees	8650
SD EMERG MED SERV ASSN	Travel EMS Conf	470
SD MUNICIPAL LEAGUE	Annual Dues	50
SD STATE BAR	Annual Dues	540
SD WATER & WASTEWATER ASSN	Membership Fees	80
SDSWMA	Membership Fees	400
SERVALL TOWEL & LINEN	Rugs & towels	314.86
SOUTH DAKOTA 811	<b>Prof Fees</b>	87.36
SOUTHERN GLAZER'S OF SD	Liquor	7636.58
STAN HOUSTON EQUIPMENT	Supp & Mat	134.31
STRYKER SALES CORP	Medical Equip	9922.96
STURGIS ACE HARDWARE #1	Supp & Mat	32.12
STURGIS ACE HARDWARE #3	Supp & Mat	39.98
STURGIS AREA CHAMBER	Contract	11371.92

STURGIS NAPA	Supp & Mat	213.7
STURGIS RESPONDER SUPPLY	Clothing Allow	344.97
STURGIS VOL FIRE DEPT	Cancer Reimburse 2025	17208.32
TOM'S T'S	T-shirts/clothing allow	979.76
TRUGREEN	Weed control	5553.75
TURBIVILLE IND ELEC	Rep & Maint	863.4
<b>UDA ARCHITECTURE &amp; DESIGN</b>	Cap Imp	16336.5
VOSS DISTRIBUTING	Liquor	482.34
WATERTREE INC	Rep & Maint	1860.2
WEST RIVER ELECTRIC ASSN	Util	435.39
WESTERN CONSTRUCTION	Cap Imp	343651.95

WAGES	
Mayor & Council	\$6,407.31
Attorney	\$3,866.84
Finance	\$9,959.60
HR	\$3,430.82
City Admin	\$7,102.76
Buildings	\$-
Custodial	\$3,059.19
Engineering	\$-
Planning & Permitting	\$1,844.52
Fleet	\$7,990.52
Sponsorship	\$3,114.92
Rally	\$-
Police	\$60,467.73
Animal Shelter	\$4,431.50
Fire Dept	\$210.34
Streets	\$15,209.97
Cemetery	\$436.85
Community Center	\$8,457.21
Recreation	\$4,195.17
Parks	\$15,529.32
Library	\$10,501.08
Auditorium	<b>\$-</b>
Special Sales Tax	\$-
Downtown BID	\$-
Liquor	\$8,266.16
Water	\$13,563.66
Wastewater	\$14,664.46
Sanitary Service	\$16,348.55
Ambulance	\$46,043.73
	\$265,102.21

SS \$15,394.93 MED \$3.600.43 **FWT** \$23,174.20

\$42,169.56

Grand Total \$307.271.77

Usera moved, Jensen seconded, and all voted to approve the claims.

#### **Reports**

#### Ordinance 2025-02

Usera moved, Jones seconded, and all voted to approve second reading of Ordinance No. 2025-02: An Ordinance Granting MDU a Franchise to Operate a Gas Transmission and Distribution System. Ordinance No. 2025-02 will be published separately from these minutes on Nov. 28, 2025.

Discussion on possible Zoning Amendment to Title 18 Manufactured Home 1 (MH-1) zoning district to allow legally-established non-conforming structures to be reconstructed or replaced Following staff presentation, Council discussion, and public comment, Dargatz moved, Blakeman seconded, and all voted to direct staff to prepare a report concerning a potential amendment to the zoning ordinance to permit mixed mobile/manufactured and stick-built residential land uses.

#### **Ordinance 2025-03**

Administrator Jordan presents second reading of Ordinance 2025-03, the 2026 Annual Appropriations Ordinance. Moved by Thompson, seconded by Jones to approve second reading of Ordinance 2025-03 with the removal of \$25,000 for the Sturgis Rally Charities and reallocate that to the contingency fund.

Ayes: Thompson and Jones

Nays: Dargatz, Blakeman, Kopp, Usera, and Jensen

Motion failed.

Moved by Usera, seconded by Jensen to approve second reading of Ordinance 2025-03.

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

Abstained: Thompson

Motion carried.

Ordinance No. 2025-03 will be published separately from these minutes on Nov. 28, 2025.

#### **Executive Session**

Jones moved, Usera seconded, and all voted to enter executive session pursuant to SDCL 1-25-2 (4) contract negotiations at 8:30 p.m.

Resume	Open	Meeting
INCOULTIC	Opcii	HICCHING

Usera moved, Kopp seconded, and all voted to return to regular session at 8:42 p.m.

<b>Adjourn</b> Dargatz move	d, Jones seconded, and all voted t	to adjourn at 8:43 p	o.m.
ATTEST: _	Name	APPROVED: _	Mayor
Published onc	e at the total approximate cost of \$	\$	



Meeting Date: City Council - Dec 01 2025

**Agenda Item:** Consideration to Approve Veteran Exemption

Prepared By: Ann Bertolotto, Finance Officer

#### **BACKGROUND INFORMATION:**

Veteran Exemption Application received from Meade County shows the applicant qualified for a veteran's exemption per 10-4-40 but failed to comply with the application deadline for either owner occupied classification or the disabled veteran's exemption. SDCL 10-18-2(10). Abatement application or supporting documents for this exemption is confidential per SDCL 10-4-40

#### DISCUSSION:

The abatement is for May -December of 2025 for parcel 01.57.06.25 Applicant qualified as of 5-1-2025

#### **BUDGET IMPACT:**

This action will lower the assessed values for the City.

#### **RECOMMENDATION:**

Motion to approve

#### **ATTACHMENTS:**

<u>Veterans Exemption Brochure</u> SDCL 10-4-40 & 10-4-41

Approved By:

Status:

Ann Bertolotto, Finance Officer



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## For additional assistance:

Phone: 1-800-829-9188

Email: proptaxin@state.sd.us

Website: https://dor.sd.gov





## What's inside:

What the Program Does

Eligibility

How to Apply



### Contact Us

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<a href="mailto:proptaxin@state.sd.us">proptaxin@state.sd.us</a>
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### **Relief Programs**

Ssessment Freeze for the Sessessment Freeze for the Sessessment Freeze for the

> Disabled Veteran Exemption

Homestead Exemption Program

Property Tax Exemption for Paraplegic Veterans

Property Tax Reduction for Paraplegics

Property Tax Reduction from Municipal Taxes for the Elderly and Disabled

Sales or Property Tax Refund for Seniors & Citizens with Disabilities



"The State of South Dakota recognizes and honors our state's veterans for the service they have given to and sacrifices they have made for their country. Some of our South Dakota veterans returned home with disabilities sustained through the course of that military service, and because of those conditions, may have difficulty meeting their property tax obligations. This brochure explains how the Disabled Veteran Property Tax Exemption Program works, what eligibility requirements must be met, and how to apply."

-Secretary Michael Houdyshell

## What the Program Does

For those eligible, the program exempts \$200,000 of the full and true value of the dwelling, or portion thereof, from property taxes. Dwelling is defined as the home, garage, and the lot.

Once approved for the exemption, no further applications are needed. The property will continue to receive the \$200,000 exemption until the property is sold or there is a change in use.

### How to Apply

Application must be submitted to your county director of equalization on or before November 1

The veteran must be rated as permanently and totally disabled as the result of a service-connected disability.

The property must be owned and occupied by a disabled veteran or unremarried surviving spouse.

The property must be classified as owner-occupied.

The property must be owned and occupied by an unremarried surviving spouse receiving dependency and indemnity as a result of the veteran's service-connected death.

# For the initial application, the applicant must provide proof of their eligibility

Such proof can be obtained by calling the Sioux Falls VA Regional Office at 1-800-827-1000 and requesting that they send you a statement verifying that you are permanently and totally disabled as a result of a service-connected disability(ies). You must take a copy of that statement with you when you apply for the exemption as proof that you meet the eligibility requirements.

Applications are available at your county courthouse or from the Property Tax Division's website at: <a href="https://dor.sd.gov/individuals/taxes/property-tax/relief-programs/">https://dor.sd.gov/individuals/taxes/property-tax/relief-programs/</a>



10-4-40. Partial exemption--Owner-occupied dwellings of certain disabled veterans.

Two hundred thousand dollars of the full and true value of the total amount of a dwelling or portion thereof classified as owner-occupied pursuant to §§ 10-13-39 to 10-13-40.4, inclusive, that is owned and occupied by a veteran who is rated as permanently and totally disabled from a service-connected disability is exempt from property taxation. The veteran shall apply for this partial exemption on a form prescribed by the secretary of revenue. Any application or supporting document for this exemption is confidential. Any veteran who would otherwise qualify for this exemption but fails to comply with the application deadline for the owner-occupied classification or the deadline for application for this exemption may petition the board of county commissioners to recalculate the taxes based upon the owner-occupied classification and this exemption and abate or refund the difference in taxes pursuant to chapter 10-18.

If the director of equalization determines that the veteran receives an exemption for the veteran's dwelling pursuant to this section, the veteran retains that exemption until the property ownership is transferred, the veteran does not occupy the dwelling, or the property has a change in use. If the legal description of property is changed or amended and the veteran continues to reside in the dwelling, the veteran retains the exemption

provided by this section.

**Source:** SL 2007, ch 45, § 1; SL 2008, ch 39, § 1, eff. Nov. 1, 2007; SL 2008, ch 40, § 1; SL 2011, ch 1 (Ex. Ord. 11-1), § 161, eff. Apr. 12, 2011; SL 2019, ch 59, § 1; SL 2024, ch 34, § 1.

1/10/25, 3:16 PM

SDLRC - Codified Law 10-4-41 - Partial exemption--Owner-occupied dwellings of surviving spouses of certain veterans.

10-4-41. Partial exemption-Owner-occupied dwellings of surviving spouses of certain veterans.

Two hundred thousand dollars of the full and true value of the total amount of a dwelling, or portion thereof, classified as owner-occupied pursuant to §§ 10-13-39 to 10-13-40.4, inclusive, is exempt from property taxation if owned and occupied by:

(1) The surviving spouse of a veteran who was rated as permanently and totally disabled from a service-connected disability; or

(2) The surviving spouse of a veteran, who receives dependency and indemnity compensation from the United States Department of Veterans Affairs as a result of the veteran's service-connected death.

The surviving spouse shall apply for this partial exemption on a form prescribed by the secretary of revenue. Any application or supporting document for this exemption is confidential. Any surviving spouse who would otherwise qualify for this exemption but fails to comply with the application deadline for the owner-occupied classification or the deadline for application for this exemption may petition the board of county commissioners to recalculate the taxes based upon the owner-occupied classification and this exemption and abate or refund the difference in taxes pursuant to chapter 10-18.

If the director of equalization determines that the surviving spouse receives an exemption for the dwelling pursuant to this section, the surviving spouse retains that exemption until the property ownership is transferred, the surviving spouse does not occupy the dwelling, the surviving spouse remarries, or the property has a change in use. If the legal description of property is changed or amended and the surviving spouse continues to reside in the dwelling, the surviving spouse retains the exemption provided by this section.

**Source:** SL 2010, ch 46, § 1; SL 2011, ch 1 (Ex. Ord. 11-1), § 161, eff. Apr. 12, 2011; SL 2019, ch 59, § 2; SL 2022, ch 27, § 1; SL 2024, ch 34, § 2.



Meeting Date: City Council - Dec 01 2025

Agenda Item: Consideration to Approve Veteran Exemption

Prepared By: Ann Bertolotto, Finance Officer

#### **BACKGROUND INFORMATION:**

Veteran Exemption Application received from Meade County shows the applicant qualified for a veteran's exemption per 10-4-40 but failed to comply with the application deadline for either owner occupied classification or the disabled veteran's exemption. SDCL 10-18-2(10). Abatement application or supporting documents for this exemption is confidential per SDCL 10-4-40

#### **DISCUSSION:**

The abatement is for parcel 01.76.04.12

#### **BUDGET IMPACT:**

This action will lower the assessed values for the City.

#### **RECOMMENDATION:**

Motion to approve

#### **ATTACHMENTS:**

SDCL 10-4-40 & 10-4-41 Veterans Exemption Brochure

Approved By:

Ann Bertolotto, Finance Officer

Status:

10-4-40. Partial exemption--Owner-occupied dwellings of certain disabled veterans.

Two hundred thousand dollars of the full and true value of the total amount of a dwelling or portion thereof classified as owner-occupied pursuant to §§ 10-13-39 to 10-13-40.4, inclusive, that is owned and occupied by a veteran who is rated as permanently and totally disabled from a service-connected disability is exempt from property taxation. The veteran shall apply for this partial exemption on a form prescribed by the secretary of revenue. Any application or supporting document for this exemption is confidential. Any veteran who would otherwise qualify for this exemption but fails to comply with the application deadline for the owner-occupied classification or the deadline for application for this exemption may petition the board of county commissioners to recalculate the taxes based upon the owner-occupied classification and this exemption and abate or refund the difference in taxes pursuant to chapter 10-18.

If the director of equalization determines that the veteran receives an exemption for the veteran's dwelling pursuant to this section, the veteran retains that exemption until the property ownership is transferred, the veteran does not occupy the dwelling, or the property has a change in use. If the legal description of property is changed or amended and the veteran continues to reside in the dwelling, the veteran retains the exemption

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1/10/25, 3:16 PM

SDLRC - Codified Law 10-4-41 - Partial exemption--Owner-occupied dwellings of surviving spouses of certain veterans.

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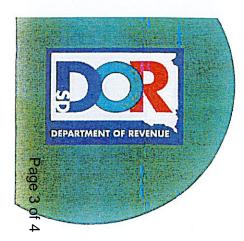
(1) The surviving spouse of a veteran who was rated as permanently and totally disabled from a service-connected disability; or

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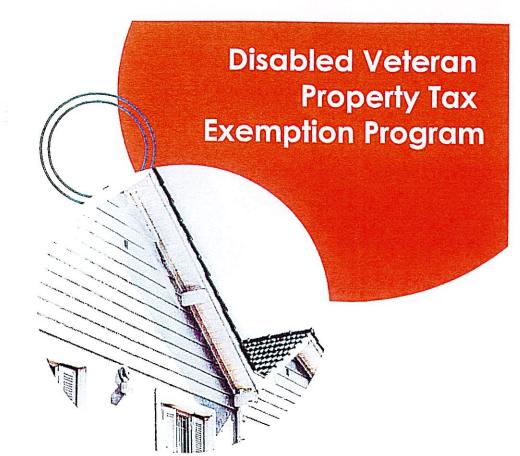
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&ssessment Freeze for the Elderly and Disabled

Disabled Veteran Exemption

Homestead Exemption
Program

Property Tax Exemption for Paraplegic Veterans

Property Tax Reduction for Paraplegics

Property Tax Reduction from Municipal Taxes for the Elderly and Disabled

Sales or Property Tax Refund for Seniors & Citizens with Disabilities



"The State of South Dakota recognizes and honors our state's veterans for the service they have given to and sacrifices they have made for their country. Some of our South Dakota veterans returned home with disabilities sustained through the course of that military service, and because of those conditions, may have difficulty meeting their property tax obligations. This brochure explains how the Disabled Veteran Property Tax Exemption Program works, what eligibility requirements must be met, and how to apply."

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		Report dates: 1/1/2024-12/1/2025		1407 25, 2	025 12:05PN
Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Dat
Mayor & Council					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4111-41500 Group Insurance	Admin Fees Sept 2025	12.00	
NUESYNERGY, INC	NUESYNERGY, INC	101-4111-41500 Group Insurance	Admin Fees Oct 2025	12.00	
A & B BUSINESS	A & B BUSINESS	101-4111-42600 Supplies & Materials	Copier lease Nov 2025	32.59	
PETTY CASH	PETTY CASH	101-4111-42600 Supplies & Materials	Petty Cash Reimburse Nov 2025	20.00	
AT&T MOBILITY	AT&T MOBILITY	101-4111-42800 Utilities	Phones Nov 2025	45.96	11/15/2025
Total General:				122.55	
Total Mayor & Council:				122.55	
Attorney					
General					
NOONEY & SOLAY LLP	NOONEY & SOLAY LLP	101-4141-42200 Professional Fees	Prof Fees Lease KP	1,025.00	11/18/2025
Total General:				1,025.00	-
Total Attorney:				1,025.00	-
Finance Office					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4142-41500 Group Insurance	Admin Fees Sept 2025	6.75	10/14/2025
NUESYNERGY, INC	NUESYNERGY, INC	101-4142-41500 Group Insurance	Admin Fees Oct 2025	6.75	11/08/2025
AT&T MOBILITY	AT&T MOBILITY	101-4142-42800 Utilities	Phones Nov 2025	45.96	11/15/2025
Total General:				59.46	-
Total Finance Office:				59.46	=
Human Resources					
General					
AT&T MOBILITY	AT&T MOBILITY	101-4143-42800 Utilities	Phones Nov 2025	45.96	11/15/2025
Total General:				45.96	
Total Human Resources:				45.96	-
City Administrator					
<b>S</b> eneral					
Seneral 2 & B BUSINESS D	A & B BUSINESS	101-4144-42500 Repairs & Maintenance	Copier lease Nov 2025	32.59	11/20/2025
ω Δ					

	Report dates: 1/1/2024-12/1/2025				025 12:05PI
Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Da
AT&T MOBILITY	AT&T MOBILITY	101-4144-42800 Utilities	Phones Nov 2025	45.96	11/15/202
Total General:				78.55	
Total City Administrator:				78.55	
Buildings General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4192-41500 Group Insurance	Admin Fees Sept 2025	2.25	10/14/202
AMICK SOUND, INC.	AMICK SOUND, INC.	101-4192-42500 Repairs & Maintenance	Fire Alarm Monitoring Nov 2025 PW	34.24	
ECOLAB PEST ELIMINATOR DIV	ECOLAB PEST ELIMINATOR DIV	101-4192-42500 Repairs & Maintenance	Pest control Library	84.26	
ECOLAB PEST ELIMINATOR DIV	ECOLAB PEST ELIMINATOR DIV	101-4192-42500 Repairs & Maintenance	Pest control Auditorium	82.27	11/12/20:
ECOLAB PEST ELIMINATOR DIV	ECOLAB PEST ELIMINATOR DIV	101-4192-42500 Repairs & Maintenance	Pest control City Hall	79.49	11/13/202
ECOLAB PEST ELIMINATOR DIV	ECOLAB PEST ELIMINATOR DIV	101-4192-42500 Repairs & Maintenance	pest control	183.87	11/13/202
ECOLAB PEST ELIMINATOR DIV	ECOLAB PEST ELIMINATOR DIV	101-4192-42500 Repairs & Maintenance	Pest control PW	150.00	11/13/202
KONE INC	KONE INC	101-4192-42500 Repairs & Maintenance	Library Elevator Maintenance 11/1/25 to 1/31/26	260.19	11/01/202
ALSCO, INC	ALSCO, INC	101-4192-42600 Supplies & Materials	Mats & towels PW	150.33	11/13/202
ALSCO, INC	ALSCO, INC	101-4192-42600 Supplies & Materials	Mats & towels PW	150.33	11/20/20
AT&T MOBILITY	AT&T MOBILITY	101-4192-42800 Utilities	Phones Nov 2025	45.96	11/15/202
Total General:				1,223.19	
Total Buildings:				1,223.19	
Custodial					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4193-41500 Group Insurance	Admin Fees Sept 2025	10.75	
NUESYNERGY, INC	NUESYNERGY, INC	101-4193-41500 Group Insurance	Admin Fees Oct 2025	10.75	11/08/202
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	101-4193-42600 Supplies & Materials	garbage bags/blocaid/tbcide/toilet paper/paper towels/toilet cleaner/glass cleaner	782.45	11/14/202
Total General:				803.95	
Total Custodial:				803.95	
Planning and Permitting General					
General A & B BUSINESS	A & B BUSINESS	101-4196-42500 Repairs & Maintenance	Rally copier lease	204.99	11/20/202
A & B BUSINESS	A & B BUSINESS	101-4196-42500 Repairs & Maintenance	Copier lease Nov 2025	204.99 32.59	11/20/202
BH COOPERATIVE - #865928	CBH COOPERATIVE - #865928	101-4196-42500 Repairs & Maintenance	Fuel	55.55	11/12/20
ETTY CASH	PETTY CASH	101-4196-42600 Supplies & Materials	Petty Cash Reimburse Nov 2025	305.00	11/12/20
AT&T MOBILITY	AT&T MOBILITY	101-4196-42800 Utilities	Phones Nov 2025	51.01	11/15/20
N N	AUGI MODILITI	.51 1100 12000 54114105		51.01	11,10,20

		Nov 25, 2025 12:05PN			
Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Total General:				649.14	-
Total Planning and Permitting:				649.14	
Fleet Management					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4197-41500 Group Insurance	Admin Fees Sept 2025	10.25	10/14/2025
NUESYNERGY, INC	NUESYNERGY, INC	101-4197-41500 Group Insurance	Admin Fees Oct 2025	10.25	11/08/2025
PRESSURE SERVICES	PRESSURE SERVICES	101-4197-42600 Supplies & Materials	Racor filter cartridge for wash bay	133.26	11/18/2025
STURGIS NAPA	STURGIS NAPA	101-4197-42600 Supplies & Materials	Anti-seize	12.99	
STURGIS NAPA	STURGIS NAPA	101-4197-42600 Supplies & Materials	Brake cleaner & parts cleaner	78.72	
VERIZON WIRELESS	VERIZON WIRELESS	101-4197-42800 Utilities	Phones/Int Nov 2025	39.73	
VENIZON WINCELSS	VERIZON WINCELOO	101-4197-42000 Ountles	THORIES/IIIC NOV 2020		-
Total General:				285.20	
Total Fleet Management:				285.20	-
Sponsorship					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4198-41500 Group InsuranceSpo	Admin Fees Sept 2025	14.00	
NUESYNERGY, INC	NUESYNERGY, INC	101-4198-41500 Group InsuranceSpo	Admin Fees Oct 2025	14.00	11/08/2025
A & B BUSINESS	A & B BUSINESS	101-4198-42400 RentalSponsorship	2025 Copier Lease - Oct/Nov	32.59	11/20/2025
VERIZON WIRELESS	VERIZON WIRELESS	101-4198-42800 Utilites	Phones/Int Nov 2025	39.73	11/19/2025
Total General:				100.32	_
Total Sponsorship:				100.32	-
Rally Department					
General					
STURGIS AREA CHAMBER OF COMMERCE	STURGIS AREA CHAMBER OF COMM	101-4199-42200 Professional FeesRall	Contract Amend Dec 2025	4,983.00	
VERIZON WIRELESS	VERIZON WIRELESS	101-4199-42800 UtilitiesRally	Phones/Int Nov 2025	39.73	11/19/2025
Total General:				5,022.73	
Total Rally Department:				5,022.73	-
Police					
eneral					
ONIUESYNERGY, INC OD	NUESYNERGY, INC	101-4211-41500 Group Insurance	Admin Fees Sept 2025	37.50	10/14/2025
ယ တ					

Vendor N NUESYNERGY, INC	ame	Merchant Name				
NUESYNERGY, INC			GL Account and Title	Description	Net Invoice Amount	Invoice Date
		NUESYNERGY, INC	101-4211-41500 Group Insurance	Admin Fees Oct 2025	35.25	11/08/2025
MEADE COUNTY AUDITO	R	MEADE COUNTY AUDITOR	101-4211-42500 Repairs & Maintenance	ROOF PROJECT, BUILDING MAINTENANCE.	42,422.97	11/03/2025
RICHTER'S TIRE & EXHAU	UST, LLC	RICHTER'S TIRE & EXHAUST, LLC	101-4211-42500 Repairs & Maintenance	OIL CHANGE TIRE ROTATION UNIT 152	120.96	11/17/2025
BUBBLES, LLC		BUBBLES, LLC	101-4211-42600 Supplies & Materials	PATROL CAR WASH OCTOBER	62.72	11/02/2025
BUBBLES, LLC		BUBBLES, LLC	101-4211-42600 Supplies & Materials	SEPTEMBER CAR WASHES	65.97	10/01/2025
CBH COOPERATIVE #119	343	CBH COOPERATIVE #119343	101-4211-42600 Supplies & Materials	FUEL	3,065.76	10/31/2025
MEADE COUNTY SHERIF	F'S OFFICE	MEADE COUNTY SHERIFF'S OFFICE	101-4211-42600 Supplies & Materials	POSTAGE MACHING RELOAD	500.00	11/17/2025
OREILLY AUTO PARTS		OREILLY AUTO PARTS	101-4211-42600 Supplies & Materials	HEADLIGHT FOR UNIT 144	20.29	11/06/2025
RICHTER'S TIRE & EXHAL	UST, LLC	RICHTER'S TIRE & EXHAUST, LLC	101-4211-42600 Supplies & Materials	OIL CHANGE TIRE ROTATION UNIT 144	125.13	11/19/2025
TREADMARK TIRE & SER	RVICE	TREADMARK TIRE & SERVICE	101-4211-42600 Supplies & Materials	FLAT TIRE REPAIR	32.96	11/21/2025
AT&T MOBILITY		AT&T MOBILITY	101-4211-42800 Utilities	Phones Nov 2025	1,344.75	11/15/2025
VERIZON WIRELESS		VERIZON WIRELESS	101-4211-42800 Utilities	Phones/Int Nov 2025	40.04	11/19/2025
BLACK HILLS FAMILY PRA	ACTICE INC.	BLACK HILLS FAMILY PRACTICE INC.	101-4211-42900 Other	NEW HIRE PHYSICAL	125.00	11/05/2025
MEADE COUNTY AUDITO	R	MEADE COUNTY AUDITOR	101-4211-42900 Other	MONTHLY LEC FEES	5,116.06	11/03/2025
RACE WHEELS, LLC		RACE WHEELS, LLC	101-4211-42900 Other	PSYCHE ECAL MILLER	600.00	11/19/2025
Total General:					53,715.36	
Total Police:					53,715.36	
Animal Shelter						
General						
NORTHERN HILLS VET CI	LINIC	NORTHERN HILLS VET CLINIC	101-4212-42200 Professional Fees	KITTEN SHOTS	156.00	10/28/2025
CBH COOPERATIVE - #86	5928	CBH COOPERATIVE - #865928	101-4212-42600 Supplies & Materials	FUEL	49.99	11/14/2025
ECOLAB PEST ELIMINATO	OR DIV	ECOLAB PEST ELIMINATOR DIV	101-4212-42600 Supplies & Materials	PEST CONTROLL	121.14	11/12/2025
VERIZON WIRELESS		VERIZON WIRELESS	101-4212-42800 Utilities	Phones/Int Nov 2025	79.46	11/19/2025
Total General:					406.59	
Total Animal Shelter:					406.59	
Fire						
General						
HEIMAN FIRE EQUIPMEN	IT	HEIMAN FIRE EQUIPMENT	101-4229-42500 Repairs & Maintenance	VALVE HANDLE	380.60	10/22/2025
STURGIS ACE HARDWAR	RE #1	STURGIS ACE HARDWARE #1	101-4229-42500 Repairs & Maintenance	PUMP REPAIR E2 & B2	21.57	10/27/2025
STURGIS NAPA		STURGIS NAPA	101-4229-42500 Repairs & Maintenance	BRAKE PARTS UTILITY #1	109.57	11/05/2025
COCA COLA BOTTLING	COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	101-4229-42600 Supplies & Materials	Split distribution WITH AMB. WATER FOR STATION	2.50	11/11/2025
Total General:					514.24	

Invoice Da	Net Invoice Amount	Description	GL Account and Title	Merchant Name	Vendor Name
	514.24				Total Fire:
					Streets
40/44/00	00.00	A.L.: E	101 1011 11500 0	NUES ALEBOY ING	General
10/14/20:	23.00	Admin Fees Sept 2025	101-4311-41500 Group Insurance	NUESYNERGY, INC	NUESYNERGY, INC
11/08/202	23.00	Admin Fees Oct 2025	101-4311-41500 Group Insurance	NUESYNERGY, INC	NUESYNERGY, INC
11/13/202 11/13/202	17.12 38.69	Coolant reservoir #70	101-4311-42500 Repairs & Maintenance	STURGIS NAPA	STURGIS NAPA
11/13/202	445.95	Window washer pump #70	101-4311-42500 Repairs & Maintenance	STURGIS NAPA	STURGIS NAPA
		3 batteries 18 month wty #99	101-4311-42500 Repairs & Maintenance	STURGIS NAPA	STURGIS NAPA
11/17/202	58.26	Wiper blades #1	101-4311-42500 Repairs & Maintenance	STURGIS NAPA	STURGIS NAPA
11/13/202	78.07	2 air, 1 oil & 1 fuel filter #70	101-4311-42600 Supplies & Materials	OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.
11/20/202	90.49	Oil, 3 air & fuel filter #50	101-4311-42600 Supplies & Materials	OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.
11/19/202 11/10/202	984.50	418 Main St	101-4311-42600 Supplies & Materials	PETE LIEN & SONS INC.	PETE LIEN & SONS INC. RUSHMORE OFFICE SUPPLY
	150.00	Operators Daily Report	101-4311-42600 Supplies & Materials	RUSHMORE OFFICE SUPPLY	STURGIS NAPA
11/14/202	297.30	2 batteries 18 month wty -Generator	101-4311-42600 Supplies & Materials	STURGIS NAPA	
11/15/202	51.01	Phones Nov 2025	101-4311-42800 Utilities	AT&T MOBILITY	AT&T MOBILITY
	2,257.39				Total General:
	2,257.39				Total Streets:
					Sanitary Service
					Sanitary Service
10/14/20	18.50	Admin Fees Sept 2025	612-4323-41500 Group Insurance	NUESYNERGY, INC	NUESYNERGY, INC
11/08/202	18.50	Admin Fees Oct 2025	612-4323-41500 Group Insurance	NUESYNERGY, INC	NUESYNERGY, INC
11/20/202	89.42	Copier lease Nov 2025	612-4323-42400 Rent	A & B BUSINESS	A & B BUSINESS
09/16/20	1,301.30	Joystick #84	612-4323-42500 Repairs & Maintenance	NORTHERN TRUCK EQUIPMENT	NORTHERN TRUCK EQUIPMENT
11/13/202	200.38	Circuit tube #194	612-4323-42500 Repairs & Maintenance	NORTHERN TRUCK EQUIPMENT	NORTHERN TRUCK EQUIPMENT
10/07/20	1,301.30-	Refund Joystick #84	612-4323-42500 Repairs & Maintenance	NORTHERN TRUCK EQUIPMENT	NORTHERN TRUCK EQUIPMENT
11/18/202	55.88	2 Flares #54	612-4323-42500 Repairs & Maintenance	OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.
11/13/202	21.13	Primary wire #54	612-4323-42500 Repairs & Maintenance	STURGIS NAPA	STURGIS NAPA
11/24/202	13.19	Halogen sealed beam light #84	612-4323-42500 Repairs & Maintenance	STURGIS NAPA	STURGIS NAPA
11/10/202	150.00	Operators Daily Report	612-4323-42600 Supplies & Materials	RUSHMORE OFFICE SUPPLY	RUSHMORE OFFICE SUPPLY
11/19/202	79.74	Phones/Int Nov 2025	612-4323-42800 Utilities	VERIZON WIRELESS	VERIZON WIRELESS
	646.74				Total Sanitary Service:

		Report dates: 1/1/2024-12/1/2025		NOV 25, 2	025 12:05PM
Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Wastewater Facilities					
NUESYNERGY, INC	NUESYNERGY, INC	604-4325-41500 Group Insurance	Admin Fees Sept 2025	18.75	10/14/2025
NUESYNERGY, INC	NUESYNERGY, INC	604-4325-41500 Group Insurance	Admin Fees Oct 2025	18.75	11/08/2025
MIDCONTINENT TESTING LAB, INC.	MIDCONTINENT TESTING LAB, INC.	604-4325-42200 Professional Fees	Testing Pond #3	378.50	11/13/2025
A & B BUSINESS	A & B BUSINESS	604-4325-42500 Repairs & Maintenance	Copier lease Nov 2025	89.42	11/20/2025
STURGIS NAPA	STURGIS NAPA	604-4325-42500 Repairs & Maintenance	Fuel module #114	164.53	11/21/2025
RUSHMORE OFFICE SUPPLY	RUSHMORE OFFICE SUPPLY	604-4325-42600 Supplies & Materials	Operators Daily Report	150.00	11/10/2025
AT&T MOBILITY	AT&T MOBILITY	604-4325-42800 Utilities	Phones Nov 2025	142.93	11/15/2025
VERIZON WIRELESS	VERIZON WIRELESS	604-4325-42800 Utilities	Phones/Int Nov 2025	85.35	11/19/2025
Total Wastewater Facilities:				1,048.23	-
Total Wastewater Facilities:				1,048.23	_
Water System Operations					
Water System Operations	AN IFO WIFE OVER 100	000 4000 44500 0		00.75	40/44/0005
NUESYNERGY, INC	NUESYNERGY, INC	602-4330-41500 Group Insurance	Admin Fees Sept 2025	22.75	
NUESYNERGY, INC	NUESYNERGY, INC	602-4330-41500 Group Insurance	Admin Fees Oct 2025	22.75	
CREDIT COLLECTIONS BUREAU	CREDIT COLLECTIONS BUREAU	602-4330-42200 Professional Fees	Collection fees 1.11800.10	41.14	
A & B WELDING CO, INC.	A & B WELDING CO, INC.	602-4330-42500 Repairs & Maintenance	CO2 to freeze water lines	40.04	
LEGENDARY ELECTRIC, LLC	LEGENDARY ELECTRIC, LLC	602-4330-42500 Repairs & Maintenance	Well 3 repair after power outage on 11/13/2025	128.53	
HAWKINS, INC. HAWKINS, INC.	HAWKINS, INC.	602-4330-42600 Supplies & Materials	Chlorine cylinders (13)	130.00 3.093.50	
PETTY CASH	HAWKINS, INC. PETTY CASH	602-4330-42600 Supplies & Materials	Chlorine cylinders and Hydrofluosilicic	3,093.50 27.63	
RUSHMORE OFFICE SUPPLY	RUSHMORE OFFICE SUPPLY	602-4330-42600 Supplies & Materials 602-4330-42600 Supplies & Materials	Petty Cash Reimburse Nov 2025 Operators Daily Report	150.00	
AT&T MOBILITY	AT&T MOBILITY	602-4330-42800 Utilities	Phones Nov 2025	51.01	
VERIZON WIRELESS	VERIZON WIRELESS	602-4330-42800 Utilities	Phones/Int Nov 2025	139.21	
RCS CONSTRUCTION, INC.	RCS CONSTRUCTION, INC.	602-4330-43700 Capital Improvement	Well 8 -Well House Construction Sch B	305,299.28	
BARNETT TOOL	BARNETT TOOL	602-4330-45300 Refunds	Water Refund	31.40	
CARLSON, JASON D	CARLSON, JASON D	602-4330-45300 Refunds	Water Refund for overpayment	2,925.00	
Total Water System Operations:				312,102.24	-
Total Water System Operations:				312,102.24	-
Airport					-
General					
BURNHAM, ROGER	BURNHAM, ROGER	101-4350-42200 Professional Fees	Contract Dec 2025	4,847.83	12/01/2025
DAKOTA EXTINGUISHER & SAFETY, LLC	DAKOTA EXTINGUISHER & SAFETY, L	101-4350-42600 Supplies & Materials	6 year Service/recharge 6 units	156.00	11/19/2025
DOOLEY'S PETROLEUM INC Φ ω	DOOLEY'S PETROLEUM INC	101-4350-42600 Supplies & Materials	AV gas	17,639.99	11/20/2025

		Report dates: 1/1/2024-12/1/2025		1100 25, 20	025 12:05P
Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Da
Total General:				22,643.82	-
Total Airport:				22,643.82	
Cemetery					
General					
WHITFORD, SUE	WHITFORD, SUE	101-4370-45300 Refunds	Buyback of lots 43&44 Section 23 @ \$185.50 each	371.00	11/17/20
Total General:				371.00	
Total Cemetery:				371.00	
Ambulance					•
Ambulance					
NUESYNERGY, INC	NUESYNERGY, INC	644-4460-41500 Group Insurance	Admin Fees Sept 2025	46.00	10/14/2
IUESYNERGY, INC	NUESYNERGY, INC	644-4460-41500 Group Insurance	Admin Fees Oct 2025	46.00	11/08/2
EWIS, DR. SARAH	LEWIS, DR. SARAH	644-4460-42200 Professional Fees	Contract Dec 2025	500.00	12/01/2
ENTURY BUSINESS PRODUCTS, INC	CENTURY BUSINESS PRODUCTS, INC	644-4460-42400 Rental	COPIER RENTAL	153.37	11/12/2
& B WELDING CO, INC.	A & B WELDING CO, INC.	644-4460-42600 Supplies & Materials	MEDICAL GAS	112.36	11/05/2
A & B WELDING CO, INC.	A & B WELDING CO, INC.	644-4460-42600 Supplies & Materials	MEDICAL GAS	146.87	11/12/2
A TO Z SHREDDING	A TO Z SHREDDING	644-4460-42600 Supplies & Materials	SHREDDING SERVICE	91.79	11/01/2
COCA COLA BOTTLING COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	644-4460-42600 Supplies & Materials	Split distribution WATER FOR STATION SPLIT WITH FIRE	2.50	11/11/20
HENRY SCHEIN	HENRY SCHEIN	644-4460-42600 Supplies & Materials	MEDICAL SUPPLIES	279.69	11/10/2
HENRY SCHEIN	HENRY SCHEIN	644-4460-42600 Supplies & Materials	MEDICAL SUPPLIES	196.25	11/17/2
IENRY SCHEIN	HENRY SCHEIN	644-4460-42600 Supplies & Materials	MEDICAL SUPPLIES	279.69	11/10/20
MONUMENT HEALTH RAPID CITY HOSPITAL	MONUMENT HEALTH RAPID CITY HO	644-4460-42600 Supplies & Materials	MEDICAL SUPPLIES	659.18	10/15/2
MONUMENT HEALTH RAPID CITY HOSPITAL	MONUMENT HEALTH RAPID CITY HO	644-4460-42600 Supplies & Materials	MEDICAL SUPPLIES	1,549.80	10/31/2
MONUMENT HEALTH RAPID CITY HOSPITAL	MONUMENT HEALTH RAPID CITY HO	644-4460-42600 Supplies & Materials	MEDICAL SUPPLIES	591.90	10/31/2
TRYKER SALES CORP	STRYKER SALES CORP	644-4460-42600 Supplies & Materials	MEDICAL SUPPLIES	52.70	10/30/2
THOMAS EMERGENCY MEDICAL SOLUTION	THOMAS EMERGENCY MEDICAL SOL	644-4460-42600 Supplies & Materials	SAMSON STRAP AND CARRY CASE	370.40	09/29/2
ERIZON WIRELESS	VERIZON WIRELESS	644-4460-42800 Utilities	Phones/Int Nov 2025	180.18	11/19/2
MCGAS PROPANE, LLC	MCGAS PROPANE, LLC	644-4460-42900 Other	PROPANE FOR FORK LIFT	10.00	11/02/2
Total Ambulance:				5,268.68	-
Total Ambulance:				5,268.68	
Jommunity Center					
seneral					
NUESYNERGY, INC	NUESYNERGY, INC	101-4511-41500 Group Insurance	Admin Fees Sept 2025	14.25	10/14/20

		Report dates: 1/1/2024-12/1/2025		Nov 25, 2	.025 12:05PM
Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
NUESYNERGY, INC	NUESYNERGY, INC	101-4511-41500 Group Insurance	Admin Fees Oct 2025	14.25	11/08/2025
A & B BUSINESS	A & B BUSINESS	101-4511-42200 Professional Fees	Copier lease Nov 2025	93.01	11/20/2025
STURGIS ACE HARDWARE #3	STURGIS ACE HARDWARE #3	101-4511-42500 Repairs & Maintenance	sink repairs/loading dock	5.98	11/12/2025
STURGIS ACE HARDWARE #3	STURGIS ACE HARDWARE #3	101-4511-42500 Repairs & Maintenance	faucet/loading dock	46.99	11/17/2025
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	101-4511-42600 Supplies & Materials	accutabs/chlorine/foam away/acid magic	592.53	11/14/2025
CBH COOPERATIVE - #865928	CBH COOPERATIVE - #865928	101-4511-42600 Supplies & Materials	gas	42.81	11/13/2025
LYNN'S DAKOTAMART-STURGIS	LYNN'S DAKOTAMART-STURGIS	101-4511-42600 Supplies & Materials	coffee/dish soap/laundry soap	45.61	11/18/2025
RUSHMORE OFFICE SUPPLY	RUSHMORE OFFICE SUPPLY	101-4511-42600 Supplies & Materials	file folders	23.50	11/18/2025
VERIZON WIRELESS	VERIZON WIRELESS	101-4511-42800 Utilities	Phones/Int Nov 2025	39.73	11/19/2025
Total General:				918.66	_
Total Community Center:				918.66	_
Recreation					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4512-41500 Group Insurance	Admin Fees Sept 2025	4.00	10/14/2025
NUESYNERGY, INC	NUESYNERGY, INC	101-4512-41500 Group Insurance	Admin Fees Oct 2025	4.00	11/08/2025
A & B BUSINESS	A & B BUSINESS	101-4512-42600 Supplies & Materials	Copier lease Nov 2025	93.01	11/20/2025
Total General:				101.01	-
Total Recreation:				101.01	-
Park					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4520-41500 Group Insurance	Admin Fees Sept 2025	14.25	
NUESYNERGY, INC	NUESYNERGY, INC	101-4520-41500 Group Insurance	Admin Fees Oct 2025	14.25	
OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.	101-4520-42500 Repairs & Maintenance	Oil & air filter #2	22.10	
STURGIS NAPA	STURGIS NAPA	101-4520-42500 Repairs & Maintenance	Reman. Alternator #105	161.20	
STURGIS NAPA	STURGIS NAPA	101-4520-42500 Repairs & Maintenance	Brake pad & rotors #2	360.44	
STURGIS NAPA	STURGIS NAPA	101-4520-42500 Repairs & Maintenance	Return of Reman. alternator #105	161.20	
STURGIS NAPA	STURGIS NAPA	101-4520-42500 Repairs & Maintenance	Ignition module & distributor #105	80.18	
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	101-4520-42600 Supplies & Materials	Pet waste bags	127.89	
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	101-4520-42600 Supplies & Materials	Pet waste bag dispensers	146.99	
CBH COOPERATIVE #920771	CBH COOPERATIVE #920771	101-4520-42600 Supplies & Materials	Weed trimmer Fuel	35.16	
NORTHWEST PIPE FITTINGS	NORTHWEST PIPE FITTINGS	101-4520-42600 Supplies & Materials	Irrigation supplies and parts	5,795.00	
OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.	101-4520-42600 Supplies & Materials	2 air filters #29	45.26	
RUSHMORE OFFICE SUPPLY	RUSHMORE OFFICE SUPPLY	101-4520-42600 Supplies & Materials	Operators Daily Report	150.00	
TURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4520-42600 Supplies & Materials	Irrigation at WWTP	8.59	
TURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4520-42600 Supplies & Materials	Irrigation at WWTP	50.16	11/20/2025
4					

		Report dates: 1/1/2024-12/1/2025		Nov 25, 2	025 12:05PM
Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
VERIZON WIRELESS	VERIZON WIRELESS	101-4520-42800 Utilities	Phones/Int Nov 2025	39.73	11/19/2025
Total General:				6,890.00	_
Total Park:				6,890.00	
Library General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4551-41500 Group Insurance	Admin Fees Sept 2025	20.75	10/14/2025
NUESYNERGY, INC	NUESYNERGY, INC	101-4551-41500 Group Insurance	Admin Fees Oct 2025	20.75	11/08/2025
Total General:				41.50	
Total Library:				41.50	
Liquor					
Liquor	NUESVALEDOV, NIG	004 4000 44500 0		44.00	40/44/0005
NUESYNERGY, INC NUESYNERGY, INC	NUESYNERGY, INC NUESYNERGY, INC	601-4990-41500 Group Insurance 601-4990-41500 Group Insurance	Admin Fees Sept 2025 Admin Fees Oct 2025	14.00 14.00	10/14/2025 11/08/2025
QUALITY BRANDS OF THE BLACK HILLS	QUALITY BRANDS OF THE BLACK HIL	•	Liquor	2,647.46	11/13/2025
VERIZON WIRELESS	VERIZON WIRELESS	601-4990-42800 Utilities	Phones/Int Nov 2025	39.73	
Total Liquor:				2,715.19	
Total Liquor:				2,715.19	
Misc Expenditures					•
Special Sales Tax					
STURGIS ECONOMIC DEVELOPMENT CORP.	STURGIS ECONOMIC DEVELOPMENT	211-9000-46510 Sturgis Economic Dev	SEDC DEC 2025	7,500.00	12/01/2025
STURGIS ECONOMIC DEVELOPMENT CORP. STURGIS AREA CHAMBER OF COMMERCE	STURGIS ECONOMIC DEVELOPMENT STURGIS AREA CHAMBER OF COMM	211-9000-46510 Sturgis Economic Dev 211-9000-46520 Sturgis Area Chamber	CONTRACT NOV 2025 CONTRACT DEC 2025	7,500.00 6,388.92	11/01/2025 12/01/2025
Total Special Sales Tax:				21,388.92	•
Capital Improvement					•
JEO CONSULTING GROUP	JEO CONSULTING GROUP	212-9000-43300 Improvements	Safe Streets for All	3,000.00-	10/21/2025
JEO CONSULTING GROUP	JEO CONSULTING GROUP	212-9000-43300 Improvements	Safe Streets for All	2,993.75	10/23/2025
JEO CONSULTING GROUP	JEO CONSULTING GROUP	212-9000-43300 Improvements	Safe Streets for All	17,633.72	11/21/2025
Total Capital Improvement: ပင္				17,627.47	
je <i>4</i>					

City of Sturgis		City of Sturgis - Council - Unpaid Approval Report dates: 1/1/2024-12/1/2025				
Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date	
Equipment Replacement Fund DEERE CREDIT, INC.	DEERE CREDIT, INC.	219-9000-43400 Machinery & Equipmen	Motor Grader Lease	70,183.68	11/07/2025	
Total Equipment Replacement Fund:				70,183.68		
Total Misc Expenditures:				109,200.07		

528,256.77

Grand Totals:

November 7, 2025	5	Upd	ated 11/06/2025
Mayor & Council	101-4111	\$	6,407.31
Attorney	101-4141	\$	3,866.84
Finance	101-4142	\$	10,008.76
HR	101-4143	\$	3,430.98
City Admin	101-4144	\$	7,102.76
Buildings	101-4192	\$	2,261.37
Custodial	101-4193	\$	3,110.03
Engineering	101-4194	\$	-
Planning & Permitting	101-4196	\$ \$	1,649.58
Fleet	101-4197	\$	7,989.00
Sponsorship	101-4198	\$	3,114.92
Rally	101-4199	\$	-
Police	101-4211	\$	53,656.14
Animal Shelter	101-4212	\$	4,751.69
Fire Dept	101-4229	\$	140.35
Streets	101-4311	\$	15,173.43
Cemetery	101-4370	\$	436.59
Community Center	101-4511	\$	9,053.76
Recreation	101-4512	\$	4,714.38
Parks	101-4520	\$	15,527.18
Library	101-4551	\$	10,823.89
Auditorium	101-4560	\$	-
Special Sales Tax	211-9000	\$	-
Downtown BID	213-4195	\$	-
Liquor	601-4990	\$	8,959.63
Water	602-4330	\$	13,477.64
Wastewater	604-4325	\$	14,726.26
Sanitary Service	612-4323	\$	16,653.62
Ambulance	644-4460	\$ \$ \$	51,441.01
		\$	268,477.12
S	<b>\$</b> \$ 15,608.66		
	<b>3</b> ,650.51	\$	-
F14.5	<b>.</b> ¢ 24 262 40	7	

**FWT** \$ 21,262.49

Page 44 of 104

# City Council STAFF REPORT



Meeting Date: City Council - Dec 01 2025

**Agenda Item:** Consideration to approve the 2025 Dixxon Supply, LLC Property Lease

Amendment.

Prepared By: Lance Scherer, Director, Sponsorship / Brand

### **DISCUSSION:**

This 13-month extension of the current 2023 long-term sublease accommodates Lessee's year-round retail business at 1100 Main Street, through 2026. The City is the leaseholder of the property.

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 DFC Lease Amendment Dixxon Lease (2023-2025)

Approved By:

Status:

Aaron Jordan, City Administrator

Approved - Nov 26 2025

### AMENDMENT TO PROPERTY LEASE AGREEMENT CITY OF STURGIS

This **Amendment to Property Lease Agreement** (hereinafter "Amendment") is entered into by and between Dixxon Supply, LLC (hereinafter "Lessee") and the City of Sturgis, a South Dakota municipality (hereinafter "City") with an effective date of December 1, 2025.

The parties previously entered into a Property Lease Agreement dated effective September 30, 2023 (hereinafter "Lease 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 Lessee Agreement as follows:

- 1. The Rent of the Property Lease Agreement set forth in paragraph 5 of page 1 thereof is a fee of Fifty Thousand Dollars (\$50,000) due in full on or before April 1, 2026.
- 2. The Term of the Property Lease Agreement set forth in paragraph 6 of page 1 thereof is extended through December 31, 2026.
- 3. Page 3 of the Property 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]

Page 2 of 10 Page 46 of 104

**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:	
And Doublette Finance Officer	
Ann Bertolotto, Finance Officer	
(date)	
DIXXON SUPPLY, LLC,:	
Pur Christina Villa	
By: Christine Villa, its CFO	
(date)	

Page 3 of 10 Page 47 of 104



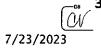
This **PROPERTY LEASE AGREEMENT**, herein referred to as "Agreement," is between the **CITY OF STURGIS**, a municipal corporation, located at 1040 Harley-Davidson Way, Sturgis, SD 57785, herein referred to as "**CITY**", and **DIXXON SUPPLY, LLC**, a domestic limited liability company, with its principal place of business at 7200 S. Priest Drive, Tempe, Arizona, 85283, herein referred to as "**LESSEE**." Each is a "Party" or collectively known as "Parties." Each Party represents that it has full power and authority to enter into this agreement and to agree to fulfill its obligations under the Agreement.

### The terms and conditions of this Agreement are:

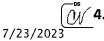
- PURPOSE: It is understood that the purpose of this Agreement is to describe the terms and conditions under which LESSEE agrees to lease the Leased Premises as described below.
- 2. LEASED PREMISES: The "Leased Premises" is defined as the entire area, with exceptions listed below in this Section 2, of the property addressed as 1100 Main Street, Sturgis, South Dakota 57785 and legally described as Lot 24 Block 13, Original Town to the City of Sturgis, Meade County, South Dakota. The leased area consists of approximately 3,750 square feet and includes the entire building (basement and first floor above it), roof, rear parking lot, exterior signage, all more particularly identified and defined as the Leased Area shown in the depiction and map, attached hereto as "Exhibit A", consisting of one page (the "Leased Area") and incorporated herein, with the approximate boundaries identified and labeled upon such map.

The Parties agree that the specific portions of the property omitted from this lease are:

- a. The building's second floor and the separate access thereof; and
- A space in the rear parking lot necessary to annually accommodate an enclosed trailer, not exceeding 30ft in length, from January 1 through July 14 and also from August 21 through December 31.



**3. RENT:** The LESSEE shall pay CITY an annual fee of Fifty Thousand Dollars (\$50,000) each year under the terms of this lease. This fee will be due in full on or before August 15, 2023 for 2023, by May 15, 2024 for 2024, and by May 15, 2025 for 2025 during the Term. City shall provide Sponsor with an invoice for each such payment.



- **TERM:** This Agreement begins September 30, 2023, and ends on November 30, 2025.
- **5. POSSESSION:** LESSEE may assume possession of the Leased Premises on the execution of this Agreement by both Parties.
- 6. EXCLUSIVE USE: LESSEE shall have full and exclusive use of the Lease Area only as set forth in this paragraph within the period of the full term of the Lease to the exclusion of CITY, CITY'S employees, agents, and/or any other CITY representative. The Parties agree that this limited period of exclusive use shall prohibit, without the consent of LESSEE, any contact or communication between the CITY and its employees, agents, and representatives, or any person with apparent or real authority to act on behalf of CITY, with any sub-lessee(s) of LESSEE on said Lease

Page **1** of **7** 



Area, during the term of this Agreement. This provision does not apply to any communication or contact between CITY and any sub-lessee(s) related to ordinance compliance and enforcement.

- **7. CONDITION OF PROPERTY, NO WARRANTIES, RELEASE:** By taking possession of the Leased Premises, LESSEE agrees:
  - a. the Leased Premises are suitable for its intended purpose;
  - b. the Leased Premises is in good and satisfactory condition; and
  - c. to waive any defects in the premises and its appurtenances.

LESSEE UNDERSTANDS AND AGREES THAT THE PROPERTY IS LEASED "AS IS," WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED BY THE CITY. The CITY has not made any representations or warranties of any kind or character whatsoever, express or implied, with respect to the Leased Premises, its condition, environmental condition, or compliance with environmental or other applicable laws.

- **8. MAINTENANCE:** LESSEE must provide all routine maintenance of the Leased Premises during the term of this lease, including but not limited to, keeping all grounds, sidewalks, trees, shrubbery, buildings, equipment, and all other structures in an attractive, safe, and repaired condition. The Parties agree that mowing of grass and snow removal are the responsibility of LESSEE.
- **9. UTILITIES:** LESSEE must pay all utility costs during the term of this Agreement for the entire Leased Premises, including but not limited to, electricity, gas, water, sewer, telephone, cable, and internet. LESSEE must transfer all utilities in their name for the duration of this Agreement.
- **10. IMPROVEMENTS:** LESSEE is not permitted to perform any interior or exterior modifications or renovations without the CITY's prior approval.
- 11. DAMAGE AND CONDITION: LESSEE is responsible for any damage to the Leased Area, including the building and parking lot, beyond reasonable wear and tear during the term of this Agreement. Prior to the termination of this Agreement, LESSEE must remove all of LESSEE's property from the Leased Premises, and return Leased Premises to the same approximate condition as move-in, minus reasonable wear and tear.
- 12. INSURANCE: CITY agrees to procure and continuously maintain 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. The CITY's insurance shall contain occurrence-type I General Liability and official's liability coverage with limits of Two Million Dollars (\$2,000,000) combined single limit per occurrence.

LESSEE, at its sole cost and expense, shall procure and maintain continuously through the term of this Agreement, commercial general liability insurance or each occurrence of injury or property damage in the minimum amount of Two Million Dollars (\$2,000,000) with participant's injury liability of at least Two Million Dollars (\$2,000,000) per occurrence. The policy shall provide for ten (10) days' notice to CITY from insurer in the event of any modification, cancellation,

Page **2** of **7** 



or termination of the policy. The policy shall name the City of Sturgis, its respective employees, directors, officers, representatives, agents, and licensees as additional insureds on a primary and non-contributing basis. A CERTIFICATE confirming that such coverage is in place shall be provided to CITY on or before the date LESSEE takes possession of the Leased Premises.

- 13. MUTUAL HOLD HARMLESS: Parties must defend, release, indemnify, and hold each other harmless from any claims, actions, demands, and liability, including reasonable attorney fees, in respect to bodily injury, death, and property damage arising from any operation or use of the described premises by Parties, its officers, directors, contractors, agents, and/or employees, or by any other person using the Leased Premises. This obligation will survive final payment and all sums due under this Agreement.
- 14. SUBLEASE: Subject to the CITY's prior, written consent, LESSEE may sublet all or part of the Property. The CITY may not unreasonably withhold its consent. CITY agrees that LESSEE is entitled to sublease the Leased Premises for any legal purpose. LESSEE agrees that the CITY will not be liable or responsible for theft of items in or about the Leased Premises, or for damage to any personal property by a sub-lessee of LESSEE within the Leased Premises.
- 15. TIME: The Parties agree that time is of the essence of this Agreement.
- **16. NOTICE:** All notices shall be given in accordance with the Laws of South Dakota. Where requirements are not specified by law, notice may be given by mailing the same by certified mail, return receipt requested, or email to the parties at the addresses set forth below for such party:

To the CITY: Mark F

Mark F. Marshall, City Attorney

Sturgis City Hall

1040 Harley-Davidson Way

Sturgis, SD 57785

605-347-4422 (Telephone)

605-347-4861 (Fax)

To DIXXON SUPPLY, LLC:

Christine Villa, CFO
Dixxon Supply, LLC
7200 S. Priest Drive
Tempe, Arizona 85283
480-518-0568 (telephone)

cvilla@dixxon.com

Notice is effective on the date of a Parties' actual receipt of the notice.

17. RELATIONSHIP OF PARTIES: 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 LESSEE presents or markets its activities at other locations, and nothing in this Agreement shall be construed as creating an employer-employee relationship between the CITY

Page 6 of 10 Page 50 of 104



and LESSEE. Neither Party shall have the authority or right to legally bind the other in agreement, debt, or otherwise, and neither Party shall be liable for any obligation acquired or incurred by the other, unless specifically provided herein.

- **18. CONSTRUCTION:** Any ambiguity in this Agreement must be construed as if the Agreement was drafted jointly by the Parties and no presumption or burden of proof shall arise in favor of any party.
- 19. MUTUAL OBLIGATION TO COMPLY WITH APPLICABLE LAWS: Parties, at their sole cost and expense, must promptly comply with all laws, orders, ordinances, and regulations of federal, state, county, or municipal authorities.
- **20. BINDING EFFECT:** This Agreement is binding upon the respective heirs, devisees, personal representatives, administrators, officers, directors, successors, and assigns of the Parties.
- **21. SEVERABILITY:** If a court holds any provision of this Agreement unenforceable, such holding will not affect the remaining provisions of this Agreement if the object of the Agreement can be accomplished.
- **22. MUTUAL WARRANTIES:** Each Party (as the "Warranting Party") warrants and represents to the other Party that:
  - a. <u>Authorization</u>. The Warranting Party duly and validity executed and delivered this Agreement;
  - Enforceability. This Agreement constitutes the valid and binding obligation of the Warranting Party and is enforceable against the Warranting Party in accordance with its terms; and
  - 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 Warranty Party; or (iii) any pending or threatened litigation or administrative proceeding.
- **23. DEFAULT:** The occurrence of any of the following constitutes a default under this Agreement:
  - The failure of either Party to provide the elements or make the payment as required;
  - The violation of or failure to perform any warranty under this Agreement;
  - c. The violation of or failure to perform any other material provision or requirement of this Agreement that is not corrected within seven (7) calendar days after written notice;
  - d. The insolvency or bankruptcy of either Party;
  - e. The subjection of any property of either Party to levy, seizure, assignment, application, or sale for or by any creditor or government

Page 4 of 7



agency; and/or

- f. Any representation or warranty made by either Party in this Agreement shall prove to be untrue or inaccurate in any material respect.
- **24. TERMINATION:** This Agreement may be terminated for Cause. Either Party may so terminate this Agreement by giving written Notice of Termination to the other upon the occurrence of Default as listed above.
- **25. HEADINGS:** The headings and numbering of the provisions of this Agreement are inserted for convenience only and are not to affect the meaning, construction, or effect of each provision.
- **26. NON-DISCRIMINATION:** Neither Party may discriminate or permit discrimination on the grounds of race, color, sex, creed, religion, ancestry, national origin, or disability against any person or group of person, in any manner prohibited by local, state, or federal laws.
- **27. CONDEMNATION:** Any award for condemnation of any part of the Leased Premises or any payment made under the threat of condemnation shall inure to the benefit of the City. The City must allow LESSEE a credit against future rent, or pro rata reimbursement for rent paid based on the value of LESSEE's lost rent due to the condemnation.
- **28. INDEPENDENT COUNSEL:** LESSEE agrees that the Sturgis City Attorney, or any other attorney employed by the City of Sturgis, did not represent it in connection with the preparation of this Agreement and the City advised it to seek independent legal counsel for advice.
- 29. CONSTRUCTION, JURISDICTION, and VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. All controversies, disputes, and claims arising out of, or connected with, this Agreement, including a determining 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 shall be brought exclusively 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 Sturgis City Finance Office.
- **30. 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 as a designated Exhibit, and maintained on file at the Sturgis City Finance Office with the original of this Agreement. This provision is based on the requirements of SDCL § 9-14-17.
- 31. ENTIRE AGREEMENT: This written Agreement and all of its provisions shall be considered 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.

Page **5** of **7** 



**DIXXON SUPPLY, LLC (LESSEE)** 

Christine VIIIa CFO

Date: 06/26/2023

STATE OF ARIZONA

) ss

COUNTY OF Maricopa

On this 26th day of June, 2023, before me, personally appeared Christine Villa, CFO of Dixxon Supply, LLC, who acknowledged herself to be and that, as having authority to do so, executed the foregoing instrument for the purposes therein contained, by signing her name in my presence.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 09/12/2025

JADYN BRUCE Notary Public - Arizona Maricopa County Commission # 612005 My Comm. Expires Sep 12, 2025

**CITY OF STURGIS (CITY)** 

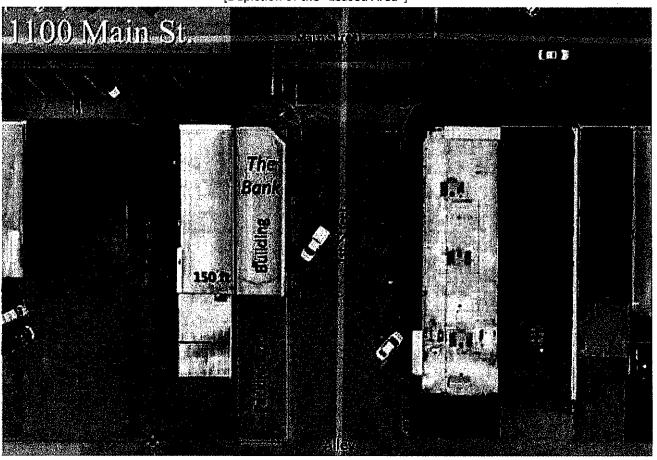
Mark F. Marshall, City Interim Management Committee

ATTEST:

Page 6 of 7



EXHIBIT A
[Depiction of the "Leased Area"]



**EXHIBIT A** 



# LICENSE PROJECT FILE #: 25-001373 2715 LAZELLE ST STURGIS SD 57785 NORTHERN HILLS ALTERNATIVE HEALTH







### LICENSE #: MML25-000001

License Type

Medical Marijuana Establishment License

Subtype

Dispensary

**Business Name** 

Northern Hills Alternative Health

Licensee

Northern Hills Alternative Health - Dustin Popkes

.

Status

**Pending Council Approval** 

~



### **FEES & PAYMENTS**

Review Fees

0.00

License Fees

7,500.00

**Total Amount** 

7,500.00

**Amount Paid** 

7,500.00

**Balance Due** 

0.00

Non-Billable



### **LICENSE DATES**

Application Date 10/10/2025

Approval Date

Issue Date:

**Expiration Date:** 

Close Date

Last Inspection

Page 55 of 104

### **Dustin Popkes**

By typing your electronic signature in this field, you acknowledge that you must come to the Planning & Permitting Department to sign and have notarized this application before a license can be issued.

### **Dustin Popkes**

Please upload proof of work compensation coverage (if applicable).

COI-Northern Hills Alternative Health.pdf



Name of security and/or alarm company (short text field - optional)

Lookout Security/Genes Lockshop

Do you have a closed circuit TV or other security camera system?

Yes



### IIII FEES



FEE	~	DESC 🗸	QUANTITY AMOUNT	TOTAL
License Fee				7,500.00
			Review Fees	0.00
			License Fees	7,500.00
			Total Fees	7,500.00

### **PAYMENTS**



DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT	
10/16/2025	Chec	1484		1382	Northern	7,500.00	
•				Amount Paid		7,500.00	
				Ba	lance Due	0.00	



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/10/2025

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 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					CONTACT NAME: Jill L Marschke					
An	nerican Family Brokerage Inc				PHONE (A/C, No, Ext): 608-242-4100 FAX (A/C, No): 866-254-2164					
60	00 American Parkway				E-MAIL ADDRESS: jmarschk@amfam.com					
					INSURER(S) AFFORDING COVERAGE NAIC #					
Ma	adison			WI 53783	INSUR		Insurance C			
INS	JRED				INSUR		logy Insurance	<del></del>		
	Northern Hills Alternative Hea	alth			INSURE		nogy modram	oc company		
	2715 Lazelle Street				INSURE					
	Ste D									
	Sturgis			SD 57785	INSURE					
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Λ				04000445444					s 1,00	
Α				01002145441		10/28/2025	10/28/2026		\$ 1,00	
	GEN'L AGGREGATE LIMIT APPLIES PER:								\$ 2,00	
	X POLICY PRO-							PRODUCTS - COMP/OP AGG	s 2,00	0,000
	OTHER:								S	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	S	
	ANYAUTO							BODILY INJURY (Per person)	S	
	ALL OWNED SCHEDULED AUTOS					1		BODILY INJURY (Per accident)	S	
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									S	
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	2715 Lazelle St			Ţ	AUTHOR	RIZED REPRESEN	ITATIVE			
	Ste D							10,0.		
	Sturgis I			SD 57785				ted fact		



LICENSE PROJECT
FILE #: 25-001399
1337 MAIN ST STURGIS SD 57785
PUFFY'S LLC







### LICENSE #: MML25-000002

License Type

Medical Marijuana Establishment License

Subtype

Dispensary

**Business Name** 

Puffy's LLC

Licensee

Puffy's LLC - Kittrick Jeffries

**~ •••** 

Status

Pending Council Approval

~



### **FEES & PAYMENTS**

Review Fees

0.00

License Fees

7,500.00

**Total Amount** 

7,500.00

Amount Paid

7,500.00

**Balance Due** 

0.00

Non-Billable



### **LICENSE DATES**

Application Date 11/03/2025

Approval Date

Issue Date:

**Expiration Date:** 

**Close Date** 

Last Inspection

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### Kittrick Jeffries

By typing your electronic signature in this field, you acknowledge that you must come to the Planning & Permitting Department to sign and have notarized this application before a license can be issued.

### Kittrick Jeffries

Please upload proof of work compensation coverage (if applicable).

OTH\_ARX10612602\_-\_Renewal\_85373.PDF



Name of security and/or alarm company (short text field - optional)

**Door Security Products** 

Do you have a closed circuit TV or other security camera system?

Yes



### IIII FEES



FEE	~	DESC >	QUANTITY AMOUNT	TOTAL
License Fee				7,500.00
			Review Fees	0.00
			License Fees	7,500.00
			Total Fees	7,500.00

### **PAYMENTS**



DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT	
11/25/2025	Chec	1355		1442	Puffy's LL	7,500.00	
				Am	ount Paid	7,500.00	
				Ba	lance Due	0.00	



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/11/2023

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 be endorsed. If SUBROGATION IS WAIVED, subject to the

	ertificate holder in lieu of such endor	sem	ent(s	).	CONT	ACT O			
	n Blair Agency				NAME:	Sue Shar		FAY	
	Main St, Ste 209				(A/C, No, Ext): 605.484.5976 (A/C, No):				
	id City, SD 57701				ADDRESS: susan.sharpe@fbfs.com				
Ιλαμ	id City, 3D 37701				INSURER(S) AFFORDING COVERAGE				NAIC#
	10-0				INSURER A: Canopius US Insurance				
INSU	JRED SCI Holdings, LLC (Puffy's	LLC	)		INSUR	ERB: Rex Ris	k Exchange		
	1732 Mesa Dr		•		INSUR	ER C :			
	Rapid City, SD 57702				INSUR	ERD:			
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	GENERAL LIABILITY							EACH OCCURRENCE \$ 2.	.000.000
	X COMMERCIAL GENERAL LIABILITY	_	<u> </u>					DAMAGE TO RENTED	00.000
	CLAIMS-MADE X OCCUR		]						.000
Α				CUS069003234		08/11/2023	08/11/2024		000,000
							GENERAL AGGREGATE \$ 2,	000,000	
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	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$ 1,	000,000
	ANY AUTO	ľ	[					BODILY INJURY (Per person) \$	
Α	ALL OWNED SCHEDULED AUTOS			CUS069003234		08/11/2023	08/11/2024	BODILY INJURY (Per accident) \$	
	X HIRED AUTOS X NON-OWNED AUTOS			00000000000000		00/11/2023	00/11/2024	PROPERTY DAMAGE (Per accident) \$	
									000,000
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$	
	EXCESS LIAB CLAIMS-MADE	ľ	,					AGGREGATE \$	
	DED RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X WC STATU- TORY LIMITS OTH- ER	
В	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A		ARX10612601		08/03/2023	08/03/2024	E.L. EACH ACCIDENT \$ 1,4	000,000
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE \$ 1,	000,000
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$ 1,	000,000
		_	_						
		1	1						
				W. H. J.					
DESC nclu	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC des 1889 Farms LLC, High Hills, LLC	LES (A	ttach /	ACORD 101, Additional Remarks S	Schedule	, if more space is	required)		
	atinos: Dispensaries Locations: 2120 W	/ Mair	ns St,	ste 5, Rapid City, SD 5770	02; 270	6 E Hwy 44, I	Rapid City, SI	D 57703: 1337 Main St. Sturgi:	s. SD 57785
Culit	vation & Manufacturing located at 2545	Emm	erson	Ln, Rapid City, SD 57701	·	,	,	,	.,
CEF	RTIFICATE HOLDER				CANC	ELLATION			
					THE	EXPIRATION	I DATE THE	ESCRIBED POLICIES BE CANC REOF, NOTICE WILL BE Y PROVISIONS.	ELLED BEFORE DELIVERED IN
				Ī	AUTHOR	RIZED REPRESEI	NTATIVE		
					(	)	<i>C</i> ,		

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# City Council STAFF REPORT



Meeting Date: City Council - Dec 01 2025

Agenda Item: Renewal application for Medical Marijuana Cultivation - The Crop Shop LLC

Prepared By: Robin Korth, Finance

### **BACKGROUND INFORMATION:**

The Crop Shop located at 2951 Whitewood Service Road has submitted a renewal application for Medical Marijuana Cultivation license.

### **DISCUSSION:**

No changes in ownership have been made and the license has been active since issued last year. No complaints have been made to Law Enforcement or Code Enforcement. The applicant has paid the application fee and complied with all sections of the SMC. A complete copy of the application can be viewed at the Finance office.

### **CODE REFERENCES:**

39-1-3: Cannabis Establishment License Required. D. Renewal Process: 1. A person or entity operating pursuant to a license must apply for renewal of such license at least 45 days but not more than 90 days prior to the expiration of such license using the form provided by the City finance office. Such application must include payment of the renewal application fee. 2. The City Council will consider renewal applications using the same factors and timelines applicable to new applications. In addition, the City Council may consider in approving, denying, or conditionally approving a renewal application, any changed information from prior applications, concerns over actual operations or violations, nonpayment of obligations, or any on other information reasonably related to the continued operation of the cannabis establishment. 3. Preference may be granted to existing license holders based on a dispensary's community involvement, facility upkeep and investment, days and hours of operation, history of interactions with law enforcement. 4. The renewal application must specify if any information has changed from its prior application. 5. The renewal application must be accompanied by all payments relating to the renewal application as well as a copy of the licensee's state certification. 6. The renewal application must re-confirm or prove all the requirements applicable to new applications remain met. 7. An applicant is not entitled to renewal of their license and the license will only be renewed by City Council after consideration of the facts and circumstances pertaining to each individual license. An applicant does not have a protected property interest in a license issued by the City pursuant to this chapter.

### **BUDGET IMPACT:**

The City will receive the \$7500.00 non refundable application fee.

### **ATTACHMENTS:**

MML25-000003 Crop Shop Cultivation

Approved By: Status:

Page 2 of 5 Page 62 of 104



# LICENSE PROJECT FILE #: 25-001419 2951 WHITEWOOD SERVICE RD STURGIS SD 57785 THE CROP SHOP, LLC





### LICENSE #: MML25-000003

License Type

Medical Marijuana Establishment License

Subtype

Cultivation

**Business Name** 

The Crop Shop, LLC

Licensee

GRB Enterprises Inc dba Olson Towing Sturgis - Mike Barck

Status

Online Application Received



### **FEES & PAYMENTS**

**Review Fees** 

0.00

License Fees

7,500.00

**Total Amount** 

7,500.00

**Amount Paid** 

7,500.00

Balance Due

0.00

Non-Billable



### **LICENSE DATES**

Application Date 11/14/2025

Approval Date

Issue Date:

**Expiration Date:** 

Close Date

### Mike A Barck

Please upload proof of work compensation coverage (if applicable).

Name of security and/or alarm company (short text field - optional) All American Monitoring

Do you have a closed circuit TV or other security camera system? Yes

. •

### IIII FEES

FEE	~	DESC ~	QUANTITY AMOUNT	TOTAL
License Fee				7,500.00
			Review Fees	0.00
			License Fees	7,500.00
			Total Fees	7.500.00

### **PAYMENTS**

DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT	
11/26/2025	Chec	Check #137	Medi	1445	GRB ENTE	7,500.00	
				Am	ount Paid	7,500.00	

**Balance Due** 

Page 64 of 104

0.00

ACORD, EVIDENCE OF PERSON	IAL PROPERTY	INSURANC	E	ATE (MM/DD/YYYY) 11/18/2025
THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLI	D BELOW HAS BEEN ISSI	UED, IS IN FORCE, A	AND CONVE	YS ALL THE
AGENCY PHONE (A/C, No, Ext): (414) 271-3575	COMPANY			
Robertson Ryan - Waukesha   FAX   /262\ 747_9434	PIONEER SPECIALTY	INSURANCE COMPAN	NY	
Manufactor 1811 50405	4700 West 77th Street			
Waukesna, WI 53186 ADDRESS:	Edina, MN 55435-4818			
CODE: SUB CODE: AGENCY OL SOTOW 04				
AGENCY CUSTOMER ID #: OLSOTOW-01 INSURED				
INSURED	LOAN NUMBER	POLICY NUMBER		
GDR Enterprises Inc Dha Olson Towing Of Sturgio		CPP 1073711	· · · · · · · · · · · · · · · · · · ·	
GRB Enterprises Inc Dba Olson Towing Of Sturgis 2951 Whitewood Svc Rd	EFFECTIVE DATE	EXPIRATION DATE		ED UNTIL
Sturgis, SD 57785	05/14/2025	05/14/2026	X TERMINA	TED IF CHECKED
•	THIS REPLACES PRIOR EVID	ENCE DATED:		
PROPERTY INFORMATION				
LOCATION/DESCRIPTION .oc # 6, Bldg # 1, 2951 Whitewood Service Rd., Sturgis, SD 57785, Olson				
COVERAGE INFORMATION				
COVERAGE/PERILS/FORMS  LOC # 6, Bldg # 1		AMOUNT	OF INSURANCE	DEDUCTIBLE
Building, Special (Including theft)			\$921,152	1,000
Business Personal Property, Special (Including theft)			\$121,664	
Fence Coverage, Special (Including theft)			\$30,000	1
Loc # 6, Bldg # 2				
Building, Special (Including theft) Business Personal Property, Special (Including theft)			\$394,779	,
business reisonal rroperty, special (including their)			\$121,664	1,000
		*		
REMARKS (Including Special Conditions)	***************************************			
CANCELLATION				
CANCELLATION		=======================================		
THE POLICY IS SUBJECT TO THE PREMIUMS, FORM				
POLICY BE TERMINATED, THE COMPANY WILL GIVE				DAYS
WRITTEN NOTICE, AND WILL SEND NOTIFICATION O			VOULD AFF	ECT THAT
INTEREST, IN ACCORDANCE WITH THE POLICY PROVISI	ONS OR AS REQUIRED BY	LAW.		
ADDITIONAL INTEREST				
NAME AND ADDRESS	MORTGAGEE	ADDITIONAL INSURED		
	LOSS PAYEE			
	LOAN#			
GRB Enterprises Inc				
2951 Whitewood Svc Rd	AUTHORIZED REPRESENTATIV	'E		
Sturgis, SD 57785	A MININEED REFRESENTATIV	te-		
	1			
ACORD 27 (2003/10) Page 5 of 5		© AC	ORD CORP	स्तु <sup>e</sup> 65°8 1
			•	J <del>-</del>

# City Council STAFF REPORT



Meeting Date: City Council - Dec 01 2025

Agenda Item: Renewal application for Medical Marijuana Manufacturing - The Crop Shop LLC

Prepared By: Robin Korth, Finance

### BACKGROUND INFORMATION:

The Crop Shop located at 2951 Whitewood Service Road has submitted a renewal application for Medical Marijuana Manufacturing license.

### DISCUSSION:

No changes in ownership have been made and the license has been active since issued last year. No complaints have been made to Law Enforcement or Code Enforcement. The applicant has paid the application fee and complied with all sections of the SMC. A complete copy of the application can be viewed at the Planning and Permitting office.

### **CODE REFERENCES:**

39-1-3: Cannabis Establishment License Required. D. Renewal Process: 1. A person or entity operating pursuant to a license must apply for renewal of such license at least 45 days but not more than 90 days prior to the expiration of such license using the form provided by the City finance office. Such application must include payment of the renewal application fee. 2. The City Council will consider renewal applications using the same factors and timelines applicable to new applications. In addition, the City Council may consider in approving, denying, or conditionally approving a renewal application, any changed information from prior applications, concerns over actual operations or violations, nonpayment of obligations, or any on other information reasonably related to the continued operation of the cannabis establishment. 3. Preference may be granted to existing license holders based on a dispensary's community involvement, facility upkeep and investment, days and hours of operation, history of interactions with law enforcement. 4. The renewal application must specify if any information has changed from its prior application. 5. The renewal application must be accompanied by all payments relating to the renewal application as well as a copy of the licensee's state certification. 6. The renewal application must re-confirm or prove all the requirements applicable to new applications remain met. 7. An applicant is not entitled to renewal of their license and the license will only be renewed by City Council after consideration of the facts and circumstances pertaining to each individual license. An applicant does not have a protected property interest in a license issued by the City pursuant to this chapter.

### **BUDGET IMPACT:**

The City will receive the \$7500.00 no refundable application fee.

### **ATTACHMENTS:**

MML25-000004 Crop Shop Mfg

Approved By: Status:

Page 2 of 5 Page 67 of 104



LICENSE PROJECT FILE #: 25-001420 2951 WHITEWOOD SERVICE RD STURGIS SD 57785 THE CROP SHOP, LLC





### LICENSE #: MML25-000004

License Type

Medical Marijuana Establishment License

Subtype

Manufacturing

**Business Name** 

The Crop Shop, LLC

Licensee

GRB Enterprises Inc dba Olson Towing Sturgis - Mike Barck

Status

Online Application Received



#### **FEES & PAYMENTS**

Review Fees

0.00

License Fees

7,500.00

**Total Amount** 

7,500.00

**Amount Paid** 

7,500.00

**Balance Due** 

0.00

Non-Billable



### **LICENSE DATES**

Application Date 11/14/2025

Approval Date

Issue Date:

**Expiration Date:** 

Close Date

### Mike A Barck

Please upload proof of work compensation coverage (if applicable).

Name of security and/or alarm company (short text field - optional) All American Monitoring

Do you have a closed circuit TV or other security camera system? Yes

### IIII FEES

FEE	~	DESC 🗸	QUANTITY	AMOUNT	TOTAL
License Fee					7,500.00
				Review Fees	0.00
			i	License Fees	7,500.00
				Total Fees	7,500.00

### **PAYMENTS**

DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT	
11/26/2025	Chec	Check #137	Medi	1446	GRB ENTE	7,500.00	
				Am	ount Paid	7,500.00	

Balance Due 0.00

ACORD, E	/IDENCE OF PERSONA	AL PROPERTY	INSURANCE	DATE (MM/DD/YYYY) 11/18/2025
RIGHTS AND PRIVIL	THAT INSURANCE AS IDENTIFIED I EGES AFFORDED UNDER THE POLICY	BELOW HAS BEEN ISS Y.	UED, IS IN FORCE, AND CO	NVEYS ALL THE
AGENCY Robertson Ryan - Waukesha	PHONE (A/C, No, Ext): (414) 271-3575	COMPANY DIONEED SPECIALTY	INSURANCE COMPANY	
20975 Swenson Drive, Suit	FAX (A/C, No): (262) 717-9434 E-MAIL	4700 West 77th Stree		
Waukesha, WI 53186	ADDRESS:	Edina, MN 55435-4818		•
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: OLSOTOW INSURED	·01			
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GRB Enterpris	ses Inc Dba Olson Towing Of Sturgis	PERCATUR DATE	CPP 1073711	
2951 Whitewo	od Svc Rd	EFFECTIVE DATE		ONTINUED UNTIL
Sturgis, SD 57	785	05/14/2025	V0.1.132020   X	RMINATED IF CHECKED
		THIS REPLACES PRIOR EVIL	DENCE DATED:	
PROPERTY INFORMATION	<u>N</u>			·
E00 # 0, Didg # 2, 2331 Willie	ewood Service Rd., Sturgis, SD 57785, Olson T ewood Service Rd., Sturgis, SD 57785, 2nd Bui	lung		
COVERAGE INFORMATION	N			
	COVERAGE/PERILS/FORMS		AMOUNT OF INSURA	NCE DEDUCTIBLE
Loc # 6, Bldg # 1	44 - 70			
Building, Special (Including Business Personal Propert				21,152 1,000
Fence Coverage, Special (II				21,664 1,000 80,000 1,000
Loc # 6, Bldg # 2	,			.,000
Building, Special (Including				1,000
Business Personal Property	/, Special (including thert)		\$12	1,664
	•			
REMARKS (Including Spe	ecial Conditions)			
Train Tracts (Indicating ope	our conditions)			VIII. VIIII. VIII.  VIIII. VIII. VIII. VIIII. VIII. VIII. VIII. VIIII. V
CANCELLATION				
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	BJECT TO THE PREMIUMS, FORMS,			
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	AND WILL SEND NOTIFICATION OF			AFFECT THAT
	RDANCE WITH THE POLICY PROVISION	NS OR AS REQUIRED BY	r Law.	
ADDITIONAL INTEREST NAME AND ADDRESS				
TOTAL AND ADDRESS		MORTGAGEE	ADDITIONAL INSURED	
		LOSS PAYEE		
GRB Enter	prises Inc	LOAN#		
2951 White	wood Svc Rd			
Sturgis, SI	) 57785	AUTHORIZED REPRESENTATIV	VE.	
		14		
		7		

ACORD 27 (2003/10)

### PROFESSIONAL SERVICES AGREEMENT

Planning and Zoning Consulting

This **Professional Services Agreement** (hereinafter "Agreement") is made by and between the **City of Sturgis**, a municipal corporation organized under the laws of the State of South Dakota, 1040 Harley-Davidson Way, Sturgis, SD 57785 (hereinafter "City") and **Jayna Watson, AICP**, 52 Pearson Dr. Spearfish, SD 57783 (hereinafter "Consultant.")

- 1. **Term.** This Agreement shall be effective December 2, 2025 and shall continue to be in effect until terminated as provided in Paragraph 10.
- 2. **Consultant Services.** Consultant will provide City professional planning and zoning services on an as-needed basis at City's request, which may include:
  - a. Reviewing development, zoning, and subdivision applications;
  - b. Preparing staff reports, recommendations, and related documents;
  - c. Presenting to the City Council, Planning and Zoning Commission, Board of Adjustment, and other bodies as requested;
  - d. Assisting with planning and zoning issues and projects identified by the City Administrator or designee;
  - e. Mentoring and training the planning director during the transition period.
- 3. **Standard of Care.** Consultant will perform services in a professional manner consistent with the skill and care used by similar planning professionals in South Dakota.
- 4. City Responsibilities. City will:
  - a. Provide relevant application materials and background information;
  - b. Identify goals, timelines, and contacts for projects;
  - c. Provide necessary system access and support (e.g., laptop/remote access) subject to City policies; and
  - d. Provide legal review where needed. Consultant is not responsible for providing legal advice.
- 5. Compensation and Workload. City will pay Consultant \$125.00 per hour for services rendered. The City will not expect Consultant to dedicate more than twenty (20) hours per week to City projects. Reasonable, pre-approved out-of-pocket expenses supported by receipts will be reimbursed in accordance with City policy. Consultant will bill time in quarter-hour increments and will submit itemized monthly invoices showing dates of service, work performed, hours, and any approved expenses. City will pay undisputed amounts within 30 days of receipt.
- 6. **No Benefits.** Consultant is not eligible for any City employee benefits (retirement, health insurance, paid leave, etc.).
- 7. **Independent Contractor**; **Insurance**. Consultant is an independent contractor and is not an employee, agent, partner, or joint venturer of City. Consultant is solely responsible for all applicable taxes. City expressly waives any requirement that Consultant maintain professional errors and omissions insurance for this Agreement. Consultant must maintain any insurance required by law (*e.g.*, auto insurance for any travel).

- 8. Conflicts of Interest; Ethics. Consultant will comply with applicable professional and ethical standards, including the AICP Code of Ethics. Consultant will not represent private clients in matters before City's planning or zoning bodies during the term of this Agreement without City's prior written consent, and in no event where such representation conflicts with City's interests. Consultant will promptly disclose any actual or potential conflict of interest and cooperate with City to address it, which may include limiting Consultant's involvement in certain matters or ending this Agreement.
- 9. Confidentiality, Public Records, Work Product. Consultant may receive confidential or non-public information. Consultant will use such information only to perform services under this Agreement and will not disclose it except as authorized by City or required by law. Consultant understands that City is subject to South Dakota open records laws (SDCL ch. 1-27), and many documents and communications under this Agreement may be public records. Nothing in this Agreement requires City to withhold records that must be disclosed by law. All reports, memoranda, and other materials prepared by Consultant for City ("Work Product") become City property upon payment. Consultant may retain copies for her records but will not use Work Product in a manner that conflicts with City's interests or violates confidentiality obligations.
- 10. **Termination**. Either Party may terminate this Agreement with or without cause by giving 30 days' written notice. Upon termination, City will pay Consultant for services properly performed and approved expenses incurred through the effective date of termination. Consultant will deliver Work Product in progress to City.
- 11. **Governing Law; Venue.** This Agreement is governed by the laws of the State of South Dakota. Any legal action arising out of or related to this Agreement must be filed in a court of competent jurisdiction in Meade County, South Dakota. Nothing herein waives any governmental or sovereign immunity or liability limitation available to City under South Dakota law.
- 12. **Assignment.** Consultant may not assign this Agreement or subcontract services without City's written consent.
- 13. **Entire Agreement; Amendments.** This Agreement is the entire agreement between the Parties regarding these services and supersedes any prior understandings. Any amendment must be in writing and signed by both Parties after any approvals required by law or City ordinance.
- 14. **Severability.** If any provision is held invalid, the remaining provisions remain in full force.

CITY OF STURGIS	
Kevin Forrester, Mayor	

(Seal)		
ATTEST:		
Ann Bertolotto, Finance Officer		
	JAYNA WATSON, AICP	
	Jayna Watson	

#### RESUME

#### Jayna L. Watson

52 Pearson Drive Spearfish, SD 57783 605-639-0011

watsonjayna@gmail.com

www.linkedin.com/in/jaynawatsonspf

**Professional Objective:** Provide effective and relevant planning and zoning services in an atmosphere of collaboration and outstanding customer service.

#### **Education and Professional Registration:**

South Dakota State University - Bachelor's Degree: College of Agriculture and Biological Science American Institute of Certified Planners, #306709 Registered Landscape Architect, State of Arizona #24744

#### **Experience and Employment History:**

<u>December 2022 to present:</u> Planning consultant providing assistance to municipal and county agencies for a variety of planning and zoning matters. Please see attached listing of services.

<u>City of Spearfish, South Dakota; June 2004 to June 2022</u>. Title: City Planner. Responsible for the communication and facilitation of long and short term community development goals.

#### Communication Skills -

- Provide extensive written analysis and reporting on city development issues.
- Cultivate stakeholder relationships and manage activities of other team members.
- Write magazine articles and serve as a peer reviewer of other's work for Western Planner magazine (now in electronic copy only).
- Provide critical thinking and organize milestones to reach project goals.
- Present to elected and appointed boards concerning planning issues.
- Serve as a contact for print and television media outlets and provide comments to news reporters.
- Develop communication strategies and action plans to achieve organizational goals.
- Assist the public in understanding complex issues using non-technical terms.
- Coordinate with allied professions, i.e. flood control, engineering, legal, finance etc.
- Develop and mentor staff members to gain new skills, competencies, and personal growth.
- Maintain current knowledge regarding case law, developing trends, and new legislation.

#### Technical Skills:

- Implement planning and zoning matters according to state enabling legislation.
- Manage requests for land trades, leases and encroachments in city right of way, as well as requests to vacate city right of way.

- Coordinate with legal and engineering disciplines to transfer property from private to city ownership.
- Coordinate warranty and quit-claim deeds on behalf of city-owned property.
- Review all title reports and analyze encumbrances.
- Research property history and information using records in the County Register of Deeds.
- Review all plats and boundary surveys for compliance with city codes and policy.
- Create leases, development agreements, memorandums of understanding and similar legally binding documents.
- Review site plans for compliance with city codes (grading, landscape, setbacks, etc.)

<u>City of Scottsdale, Arizona; January 1989 to January 2000 and from April 2001 to May 2004.</u> Held various positions from entry level Associate Planner to last position held as the Development Planning Manager. Performed increasingly complex planning and project management duties over a 14-year period using skills of negotiation, urban design and planning theory.

- Managed the approval process associated with the Development Review Board.
- Developed zoning standards for the Environmentally Sensitive Lands Ordinance and the accompanying user's guide.
- Created preliminary greenbelt and linear park flood control concepts.
- Coordinated the review, recommendation, and presentation of over 200 different development projects ranging from general plan (comprehensive plan) amendments, changes of zoning, conditional use permits, subdivision plats, variances, and approvals for commercial and multi family architecture, landscape, and site plans.
- Served as a mentor for new planners and supervised a team of 12 planning professionals.

The Orcutt/Winslow Partnership, Phoenix, Arizona; February 2000 to April 2001.

Title: Planner/Landscape Architect. Performed project manager responsibilities for a variety of projects in support of the firm's expanded services for planning and zoning services in addition to its architectural design services.

<u>Paragon Design, Phoenix, Arizona; September 1985 to January 1989</u>. Title: Planner.

Responsible for design development for a variety of projects ranging in size from master planned communities several thousand acres in size to small infill and redevelopment properties. Primary duties including street design, subdivision layout, open space and park plans.

*PRC Engineering, Phoenix, Arizona; September 1984 to September 1985.* Title: Planner. Responsible for site design and layout for new subdivisions, master planned communities, golf communities, multi-family properties, commercial shopping centers, and amenity areas in the southwest United States.

Northeast Council of Governments; September 1983 to September 1984 Title: Planner. Performed planning and zoning services in support of rural, local governments. Activities included grant writing, park planning, research, zoning code development, and comprehensive plan amendments.

#### **Volunteer Activities:**

**Kenadi Jean Weis Foundation Advisory Board Member** - Secretary September 2016 to October 2022. The Foundation's mission is to assist all children with special needs and their families to achieve fulfilled lives through support, resources, respite care, volunteerism, and advocacy.

**<u>South Dakota Planners Association</u>** - Advocacy and professional development organization for the state's county and municipal community development leaders.

- Held President, Vice President, and Secretary positions from 2008 to 2016.
- As Vice President, wrote a new state law concerning rural subdivisions in 2012.
- In 2013, successfully lobbied during that legislative term for the defeat of a bill aimed at widespread repeal of community planning and environmental statutes.

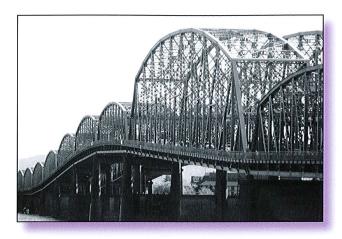
<u>Western Planner Magazine - editorial board member and contributing author, 2010 to present.</u> Articles published include topics on open space conservation (writing sample attached), teaching children how to plan, arterial street land use strategies, tips for job applicants, sustainable urban living.

First Baptist Church of the Northern Hills - board member 2010 to present.

East Scottsdale Little League - board member 2000-2004.

Writing Sample and References - Planner's toolbox article and references attached.

#### March 2010



The I-5 Bridge looking south from Vancouver, Washington, to Portland, Oregon. Photo by Dee Caputo.

- Planner's Toolbox: Local Open Space Conservation: Unnecessary Luxury or Timeless Legacy?
- Turning Equity Into Opportunity: Montana Fund Helps Native Entrepreneurs
- State News from Montana, Nevada, and Washington

- 2010 Western Planner Conference Schedule and Registration Information
- What's So Great About the Next Western Planner Conference
- Western Planner Awards:
   Call for Nominations
- Planning and Finance: Financing Sidewalks



Mount Hood, in the background, is one of the Cascade Volcanoes east of Portland, Oregon. This photo, by Dee Caputo, was taken from Washington Park, which looks over Portland. The Cascade Mountains are just one of many reasons to attend the WP Conference in Vancouver, Washington in August. See article on Page 7.



Volume 31, Number 2 March 2010 the western planner

A journal of information and ideas for planners, their boards and commissions, and their multiple publics and News of the Network of Western Planners

Serving Western Planners Since 1979 <a href="https://www.westernplanner.org">www.westernplanner.org</a> Perhaps the most significant implication of inadequate planning for facilities is to "densify" lower-density development in areas where the existing system of facilities must be rebuilt to support the higher densities. Since rebuilding of facilities is often more expensive than building entirely new facilities, poorly thought-out densification can significantly increase the costs of the development. If public facility planning and finance were incorporated early in the overall planning process, the higher-density development might be located in patterns that would not require as much reconstruction of facilities.

#### Conclusion

Capital facility planning should be thoroughly integrated with smart-growth planning. Ideally, capital facility planning should occur early in the overall planning process. Such planning may not only assist in ensuring the efficient provision of quality on-site and off-site facilities but also can be a tool to help achieve smart-growth objectives.

#### References

Douglas R. Porter, *Managing Growth in America's Communities*, Island Press, Washington D.C., 1997, p. 120.

Pat Dugan has been both a city planning director and a city finance director. During the last 30 years, he has held various financial and planning positions in cities, counties, and regional agencies in three states. He has shared his views on public finance and planning with planners through regular articles in The Western Planner since 1995. He is now a private consultant in Everett, Washington, and can be reached at <dugan.consulting@verizon.nel>.

#### Planner's Toolbox

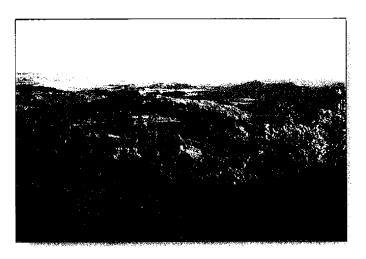
Local Open Space Conservation: Unnecessary Luxury or Timeless Legacy?



Jayna Watson, City Planner Spearfish, South Dakota

"Leave it as it is. The ages have been at work on it and man can only mar it."—President Theodore Roosevelt on the Grand Canyon.

If you have not had a chance to see the PBS series "The National Parks, America's Best Idea," I urge you to see it. After watching the episode featuring Yellowstone, Yosemite, and several national monuments, I had to change the theme of an already completed article from how to do open space conservation to a more pressing question: Where is open space conservation in your list of community priorities? The PBS series is aired on the Web at <a href="http://www.pbs.org/nationalparks">http://www.pbs.org/nationalparks</a>. I guarantee you will feel inspired afterward.



The summit view from Lookout Peak. Photo by Tom Callaway.

The first theme this topic raises is *do we see open space conservation as an unnecessary luxury or a timeless legacy?* This issue was faced twice in the City of Spearfish in the last ten years. The first time was in 2000, when the city secured the Lookout Mountain Peak and its accompanying foothills, 755 acres of rugged sandstone and limestone ledges, dotted with pines and oak draws. This formation hugs the city on the east and is a valuable local community asset for hiking and passive recreation activity. Deer roam the area year-round. A bald eagle sighting upon summiting the peak is common in the winter months. In the late 1990s, development on Lookout's heights was imminent and a call for action began.

This is usually the stage where a claim of "worthless" land is made. Planners must reverse this opinion. Many challenging environments have been tamed for development. Yet, the cost of providing public services to such demanding landscape should be more prevalent in these sorts of debates. Such costs should be included in every bottom-line financial analysis, showing the public how much more it costs to support development where it does not belong.

Another example in the city's conservation efforts involved securing approximately 31 acres of Spearfish Creek along with the adjoining floodplain in the summer of 2009. This babbling creek gives its name as well as environmental and social meaning to Spearfish by existing literally in the heart of the community. Arguments of community value versus dollars paid to the owner surfaced again, with an added twist: Why didn't the city purchase other floodplains from other landowners who were recently in the development approval process? This was quickly dealt with by reminding people that Spearfish has only one creek but many floodplains.

The second theme raised by the topic is *amazing* synergy can happen when two groups of opposite mindsets get together to accomplish the same goal. People often make the mistake of aligning themselves with similar thinkers to tackle difficult tasks. Two

Continued on Page 4 . . .



Spearfish Creek. Photo by Tom Callaway.

men of opposite mindsets came together to place the Yosemite Valley into the National Parks System. **President Teddy Roosevelt** was an avid sportsmen and hunter. He

loved his game but knew that proper environmental and wildlife management was the only way to ensure future generations would enjoy this as well. **John Muir**, elected as the first president of the Sierra Club, was the pitchman to urge President Roosevelt into committing the valley into the system. Muir's view was much more preservation minded (zero management, if you will).

Yet, both men knew the art of consensus meant that holding onto 100 percent of their desired outcomes would not advance them toward their goals. When you have a special planning project, do you invite the opposing view to your task force meetings? Unrelated to open space projects, but an example of broad-based collaboration happened when Spearfish invited wireless industry representatives to the task force that was creating a new wireless communications ordinance. Without their input, I believe the ordinance would have lacked a significant amount of real world application. When trying to build the case for open space, the more diverse the stakeholder group, the easier the ownership of ideas.

Nothing is worse than having your local governing body feel like they are alone in thinking this is a good idea, when they know in their hearts that many not at the meeting share their belief. How do we fix this? We need to build a general awareness within our communities celebrating what we already have accomplished in open space conservation. These methods can be as simple as including messages in the city newsletter or other media pieces reminding citizens what they already own.

Every community has its jewels. They may not be the quality of the national parks system, but each gem has meaning to the people who live and visit there. It can be open space simply for the purpose of providing breathing room between neighborhoods or open space saving a prime environment. Molding public opinion about open space conservation is a funny thing. It feels awful while you are trying to get it done; however, like childbirth, the pain is eventually over and you can enjoy the fruit of your labor.

Jayna Watson, the City Planner in Spearfish, South Dakota, has 27 years of community planning experience in both public and private sectors. She is a registered landscape architect in the State of Arizona.

1



March 2010

#### **Services List**

## Jayna Watson AICP Community Planning and Zoning Consultant

52 Pearson Drive Spearfish SD 57783 605-639-0011 watsonjayna@gmail.com

#### **Long Range Plans**

Land Use

Annexation

Downtown revival

Open space and recreation

Paths and trails

Street network

#### Plan Review

Subdivisions/Final plat

Sign permit

Site, grading and landscape plan

Variances

**Conditional Use Permit** 

Right of way vacate

Ordinance compliance

#### Ordinance Development/Re-write

**Telecommunications** 

Renewable energy systems (solar/wind)

Zoning code update

Signage

Landscape

Cannabis establishments

Lighting

Site planning

Redevelopment incentives

Existing code and ordinance audit/review

#### **Public Input and Outreach**

Listening sessions

Discussion groups

Social media campaigns

Online and in-person events

Community visioning

#### Education for staff, elected and appointed officials

Planning and zoning methods and best practices

Meeting management

Presentation and written skills

Customer service

Compete records and findings

**Process improvement** 

### Order Form



 $Contact\ your\ representative\ james. hang gi@thomsonreuters. com\ with\ any\ questions.\ Thank$ 

**Sold To Account Address** 

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**STURGIS** 

CITY OF STURGIS

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STURGIS SD 57785-8506 US
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## ProFlex Products See Attachment for details

Material#	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$545.95	12

	Brid	ge Products			
Material#	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$0.00	1

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Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above and will be in addition to the Monthly Charges and Minimum Term outlined above. At the end of the Bridge Term, your Monthly Charges and the Minimum term will begin on the first full calendar month following the Bridge Term as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged. For purposes of clarification, your total Term will be the Bridge Term plus the Minimum Term.

#### **Minimum Terms**

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above

plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

#### **Post Minimum Terms**

Your subscription will automatically renew at the end of the Minimum Term for successive 12-month renewal terms (each, an "Automatic Renewal Term"), unless either party provides written notice of its intent to not renew at least 30 days prior to the beginning of an Automatic Renewal Term. We will notify you of any change in the Annual Charges at least 60 days before each Automatic Renewal Term begins. Submit your notice of nonrenewal to: <a href="https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html">https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html</a> or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

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**Banded Product Subscriptions.** You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

#### Miscellaneous

**Material Change.** If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

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- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement.
   Details are available at: <a href="http://tr.com/HighQ-SLA">http://tr.com/HighQ-SLA</a>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: <a href="http://tr.com/federal-product-specific-terms">http://tr.com/federal-product-specific-terms</a>

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <a href="https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf">https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf</a>. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
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- Time and Billing
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- West LegalEdcenter
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A	cknowledgement: Order ID: Q-10861775	
	Signature of Authorized Representative for order	Title
	Printed Name	Date

This Order Form will expire and will not be accepted after 12/19/2025.



### **Attachment**

### Order ID: Q-10861775

 $Contact\ your\ representative\ james. hang gi@thomsonreuters. com\ with\ any\ questions.\ Thank\ you.$ 

#### **Payment, Shipping, and Contact Information**

**Payment Method:** 

Payment Method: Bill to Account Account Number: 1003225669 This order is made pursuant to:

**Shipping Information:** 

Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)

Contact Name: Davis, Eric Email: eric.davis@sturgisgov.com

**eBilling Contact** 

Contact Name Eric Davis

Email eric.davis@sturgisgov.com

ProFlex Multiple Location Details				
Account Number	Account Name	Account Address	Action	
		1040 HARLEY DAVIDSON WAY		
1003225669	STURGIS	STURGIS	New	
		SD 57785-8506 US		

ProFlex Product Details					
Quantity	Unit	Service Material #	Description		
1	Each	40757482	West Proflex		
1	Attorneys	43482985	CoCounsel Legal, National Primary, Enterprise Access, Government		
1	Attorneys	42031209	MUNICIPAL ANALYTICAL FOR GOVERNMENT ON WESTLAW		

		Account Contacts	
Account Contact	Account Contact	Account Contact	Account Contact
First Name	Last Name	Email Address	Customer Type Description
Eric	Davis	eric.davis@sturgisgov.com	EML PSWD CONTACT

#### **RESOLUTION NO. 2025-40**

## A RESOLUTION AUTHORIZING DISPOSITION OF SURPLUS PERSONAL PROPERTY BY PUBLIC AUCTION AND DELEGATING ADMINISTRATIVE AUTHORITY

**WHEREAS**, the City Council has, by prior action, declared certain items of personal property to be surplus pursuant to SDCL § 6-13-1 and has caused such items to be appraised in accordance with SDCL § 6-13-2; and

**WHEREAS**, SDCL § 6-13-6 authorizes the sale of surplus property at public auction after publication of notice as provided by law, with sale to the highest bidder; and

WHEREAS, SDCL § 9-8-10 requires a two-thirds vote of all aldermen to sell city property;

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Sturgis as follows:

- Authorization of Auction Sale. All surplus personal property identified on Exhibit A
  hereto shall be sold by public auction to the highest bidder in accordance with SDCL § 613-6.
- 2. **Notice and Scheduling.** The City Administrator is authorized and directed to publish notice of the auction twice in the City's official newspaper, with the first publication at least ten (10) days before the auction date. The notice shall state the date, time, and place of the auction and describe the property generally, with a more detailed list available at City Hall and on the City's website.
- 3. **Conduct of Sale; Terms & Conditions.** The City Administrator is authorized to engage an auctioneer, set reasonable bidder registration requirements, payment terms (cash, certified funds, or other approved forms), buyer's premium (if any), removal deadlines, and default/forfeiture provisions; to group or lot items for efficiency; and to set reasonable reserve prices where in the City's best interest, provided that if a reserve is met the item shall be awarded to the highest bidder.
- 4. **Disposition Instruments; Administrative Steps.** The City Administrator is authorized to execute bills of sale and other instruments necessary to complete each transaction; to remove decals, plates, and other identifiers; to wipe data from devices; and to take all steps customary for lawful transfer of title/ownership.
- 5. **Proceeds; Accounting.** All proceeds shall be deposited into the general fund or as otherwise provided by law. The Finance Officer shall maintain the complete auction record, including the surplus resolution(s), proofs of publication, auctioneer agreement (if any), bidder list, itemized hammer prices, and deposit records.
- 6. **Certification of Vote.** The City Council acknowledges that this resolution authorizes the sale of city property and therefore is adopted by a two-thirds vote of all aldermen, satisfying SDCL § 9-8-10.

#### **CITY OF STURGIS**

	Kevin Forrester, Mayor
(0 1)	
(Seal)	
ATTEST:	
7.17201.	
Ann Bertolotto, Finance Officer	
Adopted:	
Published:	
Effective:	

#### **EXHIBIT A TO RESOLUTION 2025-40**

#### **Fleet Division**

- 2017 Textron Stampede Unit 144 (four-seat side-by-side) 3,049 miles (VIN: 4UFT40B8J9003588)
- 2015 Arctic Cat Wildcat Unit 145 (side-by-side) 1,204 Miles (VIN: 40F15NPV7FT306563)
- 2012 Chevy Equinox Unit 40 75,375 Miles (VIN: 2GNFLCEK7C62767790)

#### **Sanitation Division**

- 1972 Caterpillar D8H dozer 7,408 Hours (VIN: 46A28380)
- 2003 Dressta TD25LA Dozer 11,260 Hours (VIN: 73106)
- Orwak Bailing Press 8020 E.F.G. (Cardboard Bailer) (VIN: 07-0062C-012)

#### **Rally Department Surplus**

- (1) Crate of toy wood blocks
- (1) Colonel Sturgis photo prop
- (22) Metal locking cash boxes
- (2) Corn hole boards
- (1) hand sanitizer station
- (8) jump house fans
- (1) 10'x10' premium canopy
- (1) inflatable sumo wrestling arena
- (1) inflatable two-lane bungee run
- (1) inflatable custom sticky wall
- (1) gold pallet four-wheel dolly
- (1) purple obstacle course inflatable
- (3) inflatable bouncy houses

#### Wastewater

- (2) Bauer Rainstar E4-125-400 plus reel (VIN: 0198-26777)
- (2) Bauer RainStar E125-400 plus reel (VIN: 0199-28298)
- 6" Irrigation Pipe & Fittings
  - o (4) 90 degree
  - o (3) -5 degree
  - o (3) 6 to 8 reducers
  - (5) misc fittings
- 10" Irrigation Pipe & Fittings
  - (2) 90 degree
  - o (2) 45 degree
  - o (5) Couplers
  - (1) Cap
  - o (1) Reducer
  - o (1) Bonet

- 12" Irrigation Pipe & Fittings
  - o (16) Pieces
  - (1) Bonet
  - (4) Couplers
  - o (1) 90 Degree
  - o (1) 10 to 12 Reducer
  - (88) pieces of Yellow Mine Pipe (1768 LF)

#### **Sturgis Ambulance Surplus**

- 2007 Dodge Durango 120,040 Miles (VIN: 1D8HB38P07F537329)
- 2005 Chevy Tahoe 188,787 Miles (VIN: 1GNEK13V25J198831)
- 1996 International Bus 193,265 Miles (VIN: 1HYBBAAP9TH374109)
- Lifter Pramac GSW 22 generator 969 Hours
- 2014 Nova SL12 Tilt Trailer 12-foot, single axle (VIN: 57MPT1218FA000577)
- 12' trailer single axle trailer with the wooden box from the army tent.
- Kyocera Taskalfa 3501i Business copier
- Brother MFC-L2700DW All-in-one personal copier/scanner
- Brother MFC-J497DW All-in-one personal copier/scanner
- (3) Computer Monitors, No HDMI VGA/DVI connections only
- Clear View c magnification reader appears new and never used
- (4) Old Vacumax EVO 605 portable suction devices
- (10) Old Lifepack AEDs all have bad batteries
- (1) Manual Stretcher Striker EZ Pro
- (2) Manual Stretchers Striker MX PRO
- US Army Surplus Tent Tan 20'x20 feet' aluminum frame with full floor and insulating layer
- (8) Folding cot/litter/beds from inside US Army surplus tent
- (8) Privacy partitions US Army surplus tent
- (4) Old wooden desks
- (2) Old metal desks

#### Library

- Lenovo ThinkCentre M710e (SN: MJ09Z92V)
- Lenovo ThinkCentre M710e (SN: MJ0B3Y9Z)
- Lenovo ThinkCentre M710e (SN: MJ0B3YAX)
- Lenovo ThinkCentre M710e (SN: MJ0B3Y8N)
- Lenovo ThinkCentre M710e (SN: MJ0B3YA2)
- Lenovo ThinkCentre M710e (SN: MJ09290J)
- Lenovo ThinkCentre M710e (SN: MJ0B3Y9J)
- Lenovo ThinkCentre M710e (SN: MJ0B3YBD)

#### **Sponsorship**

- 2023 Harley-Davidson FLTRX / Road Glide 130 Miles (VIN: 1HD1KHC11PB652804)
- 2024 Harley-Davidson RH975 Nightster 492 Miles (VIN: 1HD1ZH116RB308063)

# AGREEMENT



## purplewave.com Straight. Simple. Sold.®

This Internet Auction Agreement ("Agreement") is made by and between the Seller identified below and **Purple Wave, Inc. 825 Levee Dr., Manhattan, KS 66502, 866-608-9283** ("Auctioneer"), together, ("Parties"). For good and valuable consideration, Auctioneer authorizes Seller's use of Auctioneer's website, **www.purplewave.com**, as an online auction platform where Auctioneer will list Seller's property ("Property") as Seller makes available to Auctioneer on any valid Exhibit 1, online account, or any Property list, as set forth below:

ANTICIPATED AUCTION DATE(S): Jan/Feb	2026	тітьє: City of S	turgis, SD Surp	lus Personal Propery
SELLER INFORMATION: Customer Number:		Segment:		
Seller Legal Name: City of Sturgis, SD		Company Name: City	of Sturgis, SD	
Seller Address: 1040 Harley-Davidsor			rgis	State: <u>SD</u> Zip: <u>57785</u>
(007) 047 4400	<b>-</b>			n
Representative Name: Aaron Jordan				
<b>SETTLEMENT:</b> The Auctioneer will distribute a whichever is later. The Auctioneer will deduct its to collect auction proceeds from buyers and sub ownership, claims affecting the property, or settle	fees directly from the ject to lawful encum	e auction proceeds prior to settle brances, withholding orders, or	ement. All settlements ar security interests. In the	re subject to the Auctioneer's ability e event of a dispute about Property
SELLER FEES: Seller shall pay a listing fee of \$:	LOO per lot, If applica	ble, Seller will also pay a service	e fee(s) of%	Internal
Of the winning bid(s). Other:				Use Only
If No, please provide documenta - Is a separate parent or subsidial If Yes, Please identify the name - Does the Seller owe any money - Is the Property pledged as collate	y legal entity involve of the related entity: on the Property? Yo	ed? Yes No X		
IF MONEY IS OWED OR IF THE PROPERTY IS	PLEDGED AS COL	LATERAL, PLEASE IDENTIFY	ALL LENDERS OR FINA	ANCIAL INSTITUTIONS:
Lending Institution:		Contact:	Phone:_	
Lending Institution:		Contact:	Phone:_	
OTHER CLAIMS AGAINST PROPERTY: Seller owner (if different). Seller hereby provides Seller party, or otherwise to clear or manage any securi discretion, title, lien, or UCC searches related to of the duty to accurately disclose security intereand has the authority to sell the Property without ensure Property is, or will be, free and clear of erfor any claim made against the Property in the extindemnification by law, this indemnification duty	s written consent for ty interest or lien affe the sale of Property. sts or encumbrances t consent of any thir cumbrances or liens ent a third party clai	Auctioneer to work directly with ecting the Property or Property tr Seller's authorization for Auctions affecting the Property or Proped party and without condition exbefore the conclusion of the Auction	any financial institution ransferability. Seller authorer to check security in erty owner. Seller represence as noted above. Uction. Seller agrees to describe the control of the control	n, government agency, encumbering norizes Auctioneer to perform, at its terests in no way relieves the Seller sents and warrants that Seller owns Unless otherwise agreed, Seller will efend and indemnify the Auctioneer
<b>PROCEEDINGS AFFECTING PROPERTY:</b> Doe other circumstance that could result in another pa				
<b>SIGNATURES:</b> The Parties execute this Agreem referred to in this Agreement, if any, is the entire into and superseded by this Agreement. Seller's Terms & Conditions on the following page.	agreement between	the Parties and all prior discussi	ions, agreements or und	lerstandings are completely merged
Seller:	J			
Signature	Printed	Title		Date
Auctioneer:	J			<u> </u>
Signature	Printed	Title		Date

#### **TERMS AND CONDITIONS**

EXCLUSIVE LISTING AND HOSTING. As agreed upon, the Seller shall host inspections, answer bidder questions about the Property, and coordinate the release of Property directly with the buyer. As of the effective date of this Agreement, the Seller shall cease all use of the Property to be sold at auction unless otherwise communicated to Auctioneer in writing. Seller shall withdraw the Property from any other selling service. The Seller will list the Property for sale exclusively with the Auctioneer. The Seller will not withdraw any portion of the Property from the Auction except with (a) prior written consent of the Auctioneer and only after (b) reimbursing Auctioneer for Compensation described below based on a 3rd party appraisal and all expenses for advertising retractions and similar expenditures to cancel the Auction. The Auctioneer shall refuse consent to withdraw Property at auction if doing such would be in violation of any rule, regulation, or industry standard. If Seller withdraws Property without the Auctioneer's consent, the Seller agrees to pay Auctioneer liquidated damages of 50% of the estimated sale price plus the buyer's premium of 10% on the estimated sale price. To the extent allowed by law, the Auctioneer shall be entitled to reasonable attorney fees for collection costs associated with the Seller's failure to sell or release the Property to the highest bidder as set forth in this Agreement. The Parties acknowledge that the liquidated damages are reasonable and account for reputational damages to Auctioneer.

**USE OF THE WEBSITE.** The Property will be sold in an Internet-only auction on the Auctioneer's website at www.purplewave.com. The Auctioneer, in its sole and absolute discretion, will manage the website listing based on the information Seller provides to the Auctioneer. If Seller notices missing or incorrect information in the Property description on the website or auction advertising, the Seller will notify Auctioneer immediately. The Seller agrees Auctioneer may post the Auction results and listings on Auctioneer's affiliates and syndicates' website both before and after the auction.

TITLES. Seller authorizes the Auctioneer, as Seller's agent and power of attorney, to execute any documents necessary to transfer, or document the transfer, of the Property sold at this Auction, including bills of sale, titles, or requests for duplicate titles. If required, the Seller shall execute any additional powers of attorney as may be required to transfer lawful title to any buyer.

**RIGHT TO POSTPONE.** In event of a technical failure, bidding error, or other unforeseen emergency, Auctioneer may, at its discretion, cancel or postpone any item(s) in the Auction and may take actions, such as re-listing items in a future Auction, to allow a natural conclusion to the sale.

PROPERTY CONDITION. The Property will be represented and sold in its "AS IS, WHERE IS" condition, without warranties of any kind by Seller or Auctioneer. Notwithstanding, Seller agrees to accurately disclose all Property information and condition disclosures and represents that Property is in safe and working order unless specifically disclosed otherwise in the description. Seller represents the Property has not been modified or tampered with in violation of any laws, including tampering with emission control devices. The Seller agrees to pay for all costs and fines for any violation of applicable emission laws, ordinances, or regulations. If there is a dispute with a winning bidder over the condition of the Property, Auctioneer will attempt to resolve the issue on behalf of Seller but may, if necessary, seek Seller's assistance in the resolution. Seller agrees that Auctioneer shall not be liable for any losses or claims related to the Property except in situations where Auctioneer, or its agents, are at fault. Seller shall otherwise assume full responsibility for such Property losses or claims. Seller should maintain casualty insurance (including self-insurance) for the Property until possession is transferred to the winning bidder or the Property is deemed abandoned by the buyer pursuant to Auctioneer's buyer terms and conditions.

UNRESERVED AUCTION. The Property will be sold "absolute" and "without reserve," Once Auctioneer has placed the Property on www.purplewave.com and received a bid on it, the Auction has begun, and the Property must and will be sold for the highest bid received at the end of the Auction. Auctioneer will use words indicating the absolute nature of the auction in event advertising. Although the Auctioneer will use its best efforts, no guarantees or representations regarding the level of bidder interest the Property may attract, number of bids or ultimate price that may be received are made by Auctioneer. The Seller will accept for the Property the highest winning bid accepted by the Auctioneer (also called the hammer price), less the Compensation due Auctioneer. For Illinois Auctions, unless otherwise agreed upon, the Auctioneer shall pay auction advertising costs. If applicable, the Auctioneer shall pay actual advertising costs exceeding 120% of the estimated costs, unless otherwise agreed in writing. Illinois Auction Firm License # 444.000465.

SHILL BIDDING PROHIBITED. It is illegal and against Auctioneer's policies for the Seller, Auctioneer (acting as Seller's agent), or anyone else acting on Seller's behalf to bid on the Property. If an innocent third party is declared the winning bidder, the Auctioneer may complete the sale to that innocent third party and adjust the purchase price to reflect the last good faith bid. In the event the Auctioneer determines the Seller or someone bidding on Seller's behalf, bids on the Property, the Seller will pay Auctioneer an additional administrative fee of two-times the combined Seller Commission and Buyer's Premium the Auctioneer would have otherwise collected from the final winning bid for the Property as compensation for the expense and effort of any related corrective action taken by the Auctioneer, regardless of whether Seller, Seller's agent or an innocent third party is the declared winner of the Property.

**COLLECTIONS.** Auctioneer will use reasonable efforts to qualify bidders and collect payments from winning bidders however, Auctioneer does not guarantee collection of payment. The Auctioneer will collect and remit sales taxes in accordance with state and local regulations. The Auctioneer will pay all banking fees and retain any interest or credits earned related to collection of the auction proceeds. In the event of a default, the Auctioneer shall be authorized to relist the Property for the Seller on the same terms as contained herein unless the Seller objects to the relist as soon as practicable after the default.

**COMPENSATION.** Seller agrees to pay Auctioneer the Seller fee previously stated, if any, applied against the winning bid(s) received and collected for the Property. Seller also agrees Auctioneer shall collect and retain from winning bidders a standard buyer's premium of 10% of the winning bid(s) for the Property. Lastly, Seller agrees that Auctioneer may charge and collect late payment or similar reasonable administrative fees from winning bidders when warranted and retain those fees as compensation for additional efforts to address such issues.

RELEASE TO BUYERS. After collecting payment for the Property, the Auctioneer will notify the Seller. After receiving notice of proof of payment, the Seller shall coordinate and release the Property to the winning bidder. The Seller shall notify Auctioneer if there are removal issues, or the buyer has not removed the Property by the removal deadline. If Seller fails to release the Property, the Seller agrees to pay Auctioneer liquidated damages of 50% of the Property's sale price. To the extent allowed by law, the Auctioneer shall be entitled to reasonable attorney fees for the Seller's failure to release the Property. The Parties acknowledge that the liquidated damages are reasonable and account for reputational damages to Auctioneer. In the event the Seller fails to release Property, the Parties agree that the Auctioneer may seek equitable or legal relief at the Seller or Auctioneer's location. The Parties agree to waive any bond requirement for any type of action related to securing the release of the Property.

LIMITATION OF LIABILITY FOR PROPERTY LOSSES OR DAMAGES. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES OF ANY NATURE, FOR ANY REASON CLAIMED BY THE OTHER PARTY, INCLUDING WITHOUT LIMITATION, THE BREACH OF THIS AGREEMENT, WHETHER THIS LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE PARTY HAS BEEN WARNED OF THE POSSIBILITY OF THESE DAMAGES. AUCTIONEER'S LIABILITY FOR DAMAGE TO PROPERTY IS LIMITED TO THE LESSER OF (I) THE ACTUAL COST TO REPAIR THE DAMAGE CAUSED BY THE NEGLIGENCE OF AUCTIONEER; OR (II) THE ORDERLY LIQUIDATION FAIR MARKET VALUE OF THE PROPERTY CAUSED BY THE NEGLIGENCE OF AUCTIONEER. IN NO EVENT WILL AUCTIONEER BE LIABLE FOR ANY DAMAGE TO PROPERTY DUE TO A WEATHER EVENT OR OTHER AN ACT OF GOD.

**JURISDICTION.** Agreement shall be governed by the law of the auction location. The auction location shall be the location where the asset is sold from. Auctioneer may waive any provision of this Agreement that benefits the Auctioneer at any time, but no such waiver shall affect any other provisions, nor shall it amount to a permanent waiver of that particular provision. This Agreement may be executed in duplicate and in counterparts, but all counterpart signatures shall constitute one original. Facsimile signatures scanned or electronic signatures on this Agreement shall be as sufficient as original ink signatures.

## City Council STAFF REPORT



Meeting Date: City Council - Dec 01 2025

Agenda Item: Consideration to approve the 2026 Billboard Lease Agreement with Epic Outdoor

Advertising, Inc.

Prepared By: Lance Scherer, Director, Sponsorship / Brand

#### **DISCUSSION:**

This 1-year lease is for two of the nine billboards used by the City, to accommodate the marketing activities of both Official Sponsors and partners, during the 2026 Sturgis Motorcycle Rally and throughout the calendar year.

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:**

2026 EPIC Lease - City of Sturgis

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Nov 26 2025



### **OUTDOOR ADVERTISING**

605-388-9424

720 St. Anne Street Rapid City, SD 57701 Office 605-388-9424

#### **Epic Outdoor Advertising Billboard Lease**

Invoice Number:

Date of Contract:	Start:		End:		
Legal Name of Advertiser:					
<b>Contact Person:</b>					
Phone Number:					
Address:					
Email Address:					
Invoice Email Address:					
<b>Contract Notes:</b>					
Location:	Mile Marker:	Reader:	Direction:	Size:	Monthly Lease:
*VINYL MUST BE PAID IN FULL BEFORE ORDER IS PLACED.				Total:	
ANAIL MOST DE L'AID IN LOFT DEL	JINE UNDER 13 PLA	OLD.		i Ulai.	

**AUTHORIZATION.** The above-identified actual advertiser, together with the advertiser's authorized advertising agency, if any (hereinafter referred to jointly and severally as the Advertiser), hereby authorized contracts with Epic Outdoor Advertising, LLP, of Rapid City, South Dakota, to post as required and to maintain the following listed displays advertising in accordance with copy provided or approved by the Advertiser.

**PAYMENT.** The Advertiser agrees to pay to EOA each month for each display authorized hereunder the Monthly Charge specified above. Additional charges for future vinyl will be at EOA's then current charges therefor. All payments shall be due and payable on the first day of each calendar month. It is understood and agreed that each display authorized hereunder is especially designed, manufactured and installed for the Advertiser, that such display is of no value unless so used, that EOA's major expenses of performance hereunder are fully incurred at the beginning of the term of this agreement, and that it is a material consideration to EOA in accepting this agreement that the Advertiser pay all charges hereunder promptly when due. The Advertiser agrees to pay all reasonable collection expenses, attorney fees, and court costs incurred by EOA for the collection of any amounts becoming past due hereunder, and also agrees to pay 18% annual interest or the maximum lawful rate whichever is lesser, on all amounts outstanding until paid.

LATE PAYMENT. EOA will charge 1.5% per month on all outstanding balances past 30 days

#### CREDIT CARD PAYMENTS WILL BE CHARGED AN ADDITIONAL 3.2% PROCESSING FEE

**TERM.** The term of this agreement shall begin on the effective date of this contract and shall continue for thereafter until canceled by the Advertiser of EOA as of the last day of a calendar month by written notice given not less than 60 days prior to the contract expiration date.

Initial

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**ADDITIONAL PROVISIONS** The provisions on the reverse hereof are hereby incorporated herein by specific reference thereto and constitute a part of this agreement. Both sides of this contract and the information inserted herein have been carefully and are fully understood, and the provisions herein correctly state the intentions of the undersigned.

AS SOON AS ARTWORK IS SENT OR ACCEPTED, THE VINYL IS ORDERED IMMEDIATELY AND SENT TO PRESS. ANY CHANGES MAY LEAD TO ADDITIONAL PRODUCTION COST.

VINYL DISPLAYS. All vinyl must be ordered through EOA. Eco vinyl is not to be used or installed on any location.

ARTWORK. Approved artwork must be to EOA a minimum of three weeks prior to the posting of the billboard/contract effective date. If not EOA terms of contract will commence on the date of signature. EPIC WILL DO ARTWORK AT NO COST ON ANY ANNUAL CONTRACT (LIMIT OF 3 REVISIONS PER DESIGN). ON ANY SHORT-TERM CONTRACT IT IS BILLED AT \$110.00 PER HOUR. IF ANY DELAY IS CAUSED BY THE CLIENT, THE CONTRACT DATE WILL NOT BE CHANGED.

LOCATIONS. EOA may move at its expense or cancel any display that must be relocated because a lessor, state laws, local ordinances, rerouting of highways or obstructions of approach require relocation. Each display relocated at the request of the Advertiser for any reason other than those stated above shall be moved at the expense of the Advertiser at EOA's then current charges therefor which EOA will quote. It is mutually agreed that said displays are forever the exclusive property of EOA. Inability of EOA to install all displays at one time or to secure all display locations contracted for or to relocate any display when necessary or requested by the Advertiser shall in no way constitute a breach of this agreement, and any displays which EOA is unable to install or to relocate if required to do so hereunder (excluding however, inability to relocate solely at the request of the Advertiser) shall be canceled from this agreement.

CANCELLATION. No contract cancellation is allowed.

**MAINTENANCE.** EOA will regularly inspect all displays, replace damaged or worn out parts, re-erect and straighten twisted or leaning displays, secure leases from property owners, conform to zoning ordinances or regulations, comply with right-of-way regulations, remove natural obstructions of approach to the displays where possible, pay all lease rentals and property taxes, secure and pay for building permits, annual business licenses and display permits, and perform all those services necessary to provide effective highway advertising during the term of this agreement.

**OUT of SERVICE.** The Advertiser shall be compensated for loss of the advertising service resulting from removal of displays or other causes, by receiving from EOA an equivalent amount of advertising service on the other existing displays covered hereby at the end of the term or by cash credit, at the option of EOA. If any space which is to be electrically illuminated under the terms of this contract should be without illuminations for any reason, including Advertiser's or governmental request or requirement, a credit shall be rendered to the Advertiser for the period of non-illumination at the rate of 10% of the initial Monthly Unit Charge for loss of service for said period.

HOLD HARMLESS. EOA agrees to save the Advertiser harmless from any and all claims or demands on account of bodily injury or physical damage caused by or resulting from any display covered by this agreement, including the place or manner of the installation and maintenance of same, and agrees to carry, at its own cost and expense, adequate public liability insurance covering all such contingencies so long as this agreement shall remain in effect. The Advertiser agrees to save EOA harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful act of the Advertiser with regard to any display authorized by this agreement (specifically including any acts with regard to the affixing, attaching, emplacement or use of auxiliary advertising panels, pictorial illustrations, changeable copy letters or numerals, or other devices, or on to the advertising displays herein authorized), or on account of any allegation that the use of any name, picture or other material in any display authorized by this agreement is illegal, unauthorized or damaging in any way to any person or other legal entity.

WARRANTY . Vinyl wraps are subject to the manufacturer's warranty of 1 year under normal industry circumstances.

**ACCEPTANCE of CONTRACT.** This contract shall be deemed to have been executed and its terms enforceable only upon the acceptance hereof by EOA. Following such acceptance, it shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors, administrators, and permitted assigns. This contract shall be governed in all respects by the laws of the State of South Dakota.

**PERFORMANCE CONDITIONS.** EOA shall not be responsible for any failure or delay in the performance of its undertaking hereunder when due to fire, governmental restriction, strikes, lockouts, court decree, acts of God, or any other act or thing beyond its reasonable control.

UNAUTHORIZED REPRESENTATIONS. EOA shall not be bound by any agreement or representation, expressed or implied, not contained herein.

Epic Outdoor Advertising, LLP	Date
Advertiser (Signature)	Date
Print Name & Title	

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## City Council STAFF REPORT



Meeting Date: City Council - Dec 01 2025

**Agenda Item:** Teamsters Health Agreement for Participation for Bargaining and Non-Bargaining

Unit Employees

Prepared By: Carrie Belawske, Human Resources

#### **BACKGROUND INFORMATION:**

Employees were invited to four different insurance briefings from November 18-20 to discuss the pros and cons of the two Health Insurance plans: HUB International and Teamsters. Employees overwhelmingly chose the Teamsters plan recommended by the Insurance Committee due to the low deductible.

#### **DISCUSSION:**

The City of Sturgis must request an Agreement for Participation of Bargaining Unit Employees and an Agreement for Non-Bargaining Unit Employees. The Participation of Agreement shall remain in effect for a minimum of 24 months. Following the 24-month period, the City may terminate the Agreement by providing 30 days in advance written notice to the Trust Administrative Officer. Once the signed memos are sent to the Teamsters, both memos must be approved by two authorized Trustees and submitted to the Trust Office.

Open season for employee signup will be December 8-12. Employees will not pay a deductible for HUB Insurance in the month of December since premiums are paid the month prior. Premiums for the Teamsters insurance are due in the month of coverage, so the first premium is due by January 15, 2026.

Employees who do not sign up for Teamsters Health will not be eligible for dental, vision, or life insurance. The Insurance Committee reviewed two group plans: HUB International and AFLAC with New York Life Insurance. The Committee recommended the AFLAC/NYL plan. Open season is December 8-12.

Code References (If Applicable):

#### **BUDGET IMPACT:**

The City will save budgeted contributions for the month of December. The overall effect to the 2026 budget is not expected to increase but will be unknown until open season is completed. There may be employees who currently have individual plans that change to family plans. The City pays 76% of the Individual deductible and 53.3% of the Family deductible.

#### **RECOMMENDATION:**

Motion to approve

#### **ATTACHMENTS:**

Participation Agreement of Bargaining Unit Employees- City of Sturgis
Participation Agreement of Non-Bargaining Unit Employees- City of Sturgis

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Nov 26 2025

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## TEAMSTERS JOINT COUNCIL 32-EMPLOYERS HEALTH AND WELFARE FUND Agreement for Participation of Bargaining Unit Employees

#### 1. Parties.

The parties to the Bargaining Unit Participation Agreement are:

- (a) Teamsters Joint Council 32-Employers Health Trust (Trust), a Multiemployer Welfare Plan; and
- (b) City of Sturgis (Employer)

(c) Local Union: General Drivers & Helpers Local 120

The Employer and the Local Union are collectively referred to as the Bargaining Parties.

#### 2. Purpose.

The Bargaining Parties wish to participate in the benefit plan(s) identified in Section 4 which are maintained by the Trust. The Trust is willing to allow participation pursuant to the terms of this Participation Agreement provided that participation is in accordance with its governing Trust Agreement, Plan Documents and applicable law.

If the Bargaining Parties wish to participate in the Healthcare Reimbursement Arrangement provided by the Trust that is covered by a separate Participation Agreement.

#### 3. Identification of Bargaining Unit Group.

- (a) Bargaining Unit Covered: Police Department and City Employees
- (b) Effective Dates of Agreement: January 1, 2026-December 31, 2027
- (c) Approximate Number of Covered Employees: 71
- (d) If Employer intends to exclude any classification of Bargaining Unit employee or individuals please identify excluded group and reason:

Please note, all Bargaining Unit employees who meet the Trust's eligibility requirement must be reported unless the Trust has agreed in writing to their exclusions.

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4.	l. Coverage Sought.								
	The Bargaining Parties seek to participate in the following Trust benefit options.								
		ck (a) cture.	or (b)	to indicate whether you are selecting a composite or single/family rate					
	(a)			posite medical coverage and all ancillary benefits (dental, vision, timelife and AD&D)					
	(b)			d medical coverage with single and family rates and ancillary benefits tal, vision, time-loss, life and AD&D)					
	(c)		(If T	ther:					
5.	Elig	ibility	Rule	s.					
	Check (a) or (b) below, and provide number of hours in blank provided:								
	(a)		Eligil	bility will be based on  Hours Worked  Hours compensated					
	(b)		All e	mployees who have at least 30 hours per week/month will be rted.					
	(c)		perio	aining Agreement may have a uniformly administered probationary od not to exceed 8 weeks or two months. Please identify any ationary period:					
6.	Con	tribut	ions, l	Due Dates and Reporting.					
	(a)	Co	ntribu	tion Amount: Single \$943.00 and Family \$1,886.00					
		(i)		Per Week					
		(ii)	$\boxtimes$	Per Month					
	(b) Contributions								
		(i)	$\boxtimes$	Will begin: <u>01/01/2026</u>					
		(ii)	$\boxtimes$	Coverage will begin: 01/01/2026					

Teamsters Joint Council 32 – Employers Health and Welfare Fund Agreement for Participation of Bargaining Unit Employees Page 2

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The Employer agrees to make contributions at the rate established by the Board of Trustees for the benefit plan(s) chosen. The Bargaining Parties acknowledges that the Board of Trustees has the discretionary authority to change the contribution rate as it deems necessary.

It is further agreed that contributions are due by the  $10^{\rm th}$  of the month for reportable hours in the preceding month and that Employer will use the reporting forms required by the Trust.

#### 7. Recognition of Trust Agreement and Board of Trustees Authority.

By execution of this Participation Agreement, the Bargaining Parties acknowledge they are the bound by all terms and provisions of the Trust's Trust Agreement and by any amendments that may be adopted. The Bargaining Parties also agree to be bound by any action taken by the Board of Trustees pursuant to the powers granted in the Trust Agreement and accept as their representative the Employer and Union Trustees now serving and their successors.

Employer specifically recognizes that the Trust Agreement provides the Trust the right to audit the Employer to confirm contributions have been properly made. Employer agrees to maintain records sufficient to determine the accuracy of its reporting to the Trust for seven (7) years after the date contributions are paid. If records are not maintained sufficient to establish the appropriateness or accuracy of contributions made Employer acknowledges that the Trust may employ reasonable presumptions about the hours to be reported and the individuals who are eligible.

#### 8. Terms and Termination.

The Participation Agreement shall remain in effect for a minimum of 24 months after it becomes effective. Following the initial 24 month period, Employers may terminate this Participate Agreement by providing 30 days in advance written notice to the Trust Administrative Office.

The Trust may terminate this Participation Agreement at any time if:

- (a) It is determined that the Employer's Bargaining unit employees may not participate in the Trust's or that the participation of any group or individual may adversely affect the Trust's or any of its plans' tax exempt status;
- (b) The Employer fails to make the contributions required by this Participation Agreement or fails to contribute on all eligible individuals or otherwise fails to follow the Trust's eligibility rules and participation requirements.
- (c) If the Employer has had both bargaining unit and nonbargaining unit groups in this Trust, the nonbargaining unit participation will end if the bargaining unit ceases participation.

Teamsters Joint Council 32 – Employers Health and Welfare Fund Agreement for Participation of Bargaining Unit Employees Page 3

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(d) The Board of Trustees in their sole discretion determine that termination of the Participation Agreement is in the Trust's best interest.

#### 9. Effective Date.

This Agreement effective on the date contributions begin as listed in Section 6(b) subject to approval of this Participation Agreement by the Trust. This Participation Agreement shall not be considered approved until it is executed by two authorized Trustees and submitted to the Trust Office.

#### 10. Governing Law.

The Participation Agreement shall be interpreted in accordance with the Employee Retirement Income Security Act of 1974 (ERISA), Labor Management Relations Act of 1947 (LMRA), Internal Revenue Code, and the laws of the state of Minnesota to the extent applicable and not preempted.

Jurisdiction for any dispute involving the interpretation or application of the Participation Agreement shall be in the U.S. District Court for the District in which the Trust is administered.

#### SIGNATURES AND APPROVALS

EMPLOYER: City of Sturgis	TEAMSTERS JOINT COUNCIL 32- EMPLOYERS HEALTH AND WELFARE FUND
(Signature)	Chair, Board of Trustees
Name (Printed)	Name (Printed)
Its: Mayor, City of Sturgis	Date:
Date:	
	Secretary, Board of Trustees
	Name (Printed)
	Date:

Teamsters Joint Council 32 – Employers Health and Welfare Fund Agreement for Participation of Bargaining Unit Employees Page 4

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## TEAMSTERS JOINT COUNCIL 32-EMPLOYERS HEALTH AND WELFARE FUND Agreement for Participation of Non-Bargaining Unit Employees

1.	Partie	es.				
The parties to this Non-Bargaining Unit Participation Agreement are:						
	(a)	(a) Teamsters Joint Council 32-Employers Health Trust (Trust), a Multiemployer Welfare Plan; and				
(b) City of Sturgis						
(Employer)						
	Does the Employer already participate in the Trust?					
		☐ Yes.	ĭ No.			
2.	Purpose.					
	Employer wishes to participate in the benefit plan(s) identified in Section 4 which are maintained by the Trust. The Trust is willing to allow participation pursuant to the terms of this Participation Agreement provided that participation is in accordance with its governing Trust Agreement, Plan Documents and applicable law.					
If Employer wishes to participate in the Healthcare Reimbursement Arrang provided by the Trust that is covered by a separate Participation Agreement.						
3.	Is the Employer also party to a collective bargaining agreement providing for participation in the Trust?					
		ĭ Yes.	□ No.			
	If yes, identify the:					
	(a) Bargaining Unit: Police Department and City Employees					
	(b)	Local Union Invo	olved: General Drivers and Helpers Local 120			
	(c)	Effective Dates o	f Agreement: January 1, 2026-December 31, 2027			
4.	Ident	Identification of Non-Bargaining Unit Group.				
	(a)	Location: Sturg	gis, SD			
	(b)	Approximate N	Number of Covered Employees: 22			

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	(c)			ee or individuals please identify excluded group and reason:		
				non-bargaining unit employees who meet the Trust's eligibility at be reported unless the Trust has agreed in writing to their exclusions.		
5.	Cov	Coverage Sought.				
	Emp	oloyer	seeks t	o participate in the following Trust benefit options.		
		ck (a) cture.	or (b) t	to indicate whether you are selecting a composite or single/family rate		
	(a)		-	posite medical coverage and all ancillary benefits (dental, vision, time-ife and AD&D)		
	(b)	X		I medical coverage with single and family rates and ancillary benefits al, vision, time-loss, life and AD&D)		
	(c)		`	:nployer wishes to participate in the Trust's HRA that is covered by a ate Participation Agreement.)		
6.	Elig	Eligibility Rules.				
	Check (a) or (b) below, and provide number of hours in blank provided:					
	(a)		Eligibility will be based on			
				Hours worked:		
	(b)		All er	mployees who have at least 30 hours per week/month will be ted.		
	(c)		Employer may have a uniformly administered probationary period not to exceed 8 weeks or two months. Please identify any probationary period:			
7.	Con	tribu	tions, D	Oue Dates and Reporting.		
	(a)	(a) Contribution Amount: Single \$943.00 and Family \$1,886.00				
		(i)		Per Week		
		(ii)	$\boxtimes$	Per Month		

Teamsters Joint Council 32 – Employers Health and Welfare Fund Agreement for Participation of Non-Bargaining Unit Employees Page 2

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tb049602.FINAL

#### (b) Contributions

Will begin: 01/01/2026 (i) 冈

Coverage will begin: 01/01/2026 (ii) 冈

Employer agrees to make contributions at the rate established by the Board of Trustees for the benefit plan(s) chosen. Employer acknowledges that the Board of Trustees has the discretionary authority to change the contribution rate as it deems necessary.

It is further agreed that contributions are due by the 10th of the month for reportable hours in the preceding month and that Employer will use the reporting forms required by the Trust.

#### 8. Recognition of Trust Agreement and Board of Trustees Authority.

By execution of this Participation Agreement, the Employer acknowledges it is the bound by all terms and provisions of the Trust's Trust Agreement and by any amendments that may be adopted. The Employer also agrees to be bound by any action taken by the Board of Trustees pursuant to the powers granted in the Trust Agreement. The Employer also accepts as its representative the Employer Trustees now serving and their successors.

Employer specifically recognizes that the Trust Agreement provides the Trust the right to audit the Employer to confirm contributions have been properly made. Employer agrees to maintain records sufficient to determine the accuracy of its reporting to the Trust for seven (7) years after the date contributions are paid. If records are not maintained sufficient to establish the appropriateness or accuracy of contributions made Employer acknowledges that the Trust may employ reasonable presumptions about the hours to be reported and the individuals who are eligible.

#### 9. Terms and Termination.

The Participation Agreement shall remain in effect for a minimum of 24 months after it becomes effective. Following the initial 24 month period, Employers may terminate this Participate Agreement by providing 30 days in advance written notice to the Trust Administrative Office.

> Teamsters Joint Council 32 - Employers Health and Welfare Fund Agreement for Participation of Non-Bargaining Unit Employees Page 3

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The Trust may terminate this Participation Agreement at any time if:

- (a) It is determined that the Employer's non-bargaining unit employees may not participate in the Trust's or that the participation of any group or individual may adversely affect the Trust's or any of its plans' tax exempt status;
- (b) The Employer fails to make the contributions required by this Participation Agreement or fails to contribute on all eligible individuals or otherwise fails to follow the Trust's eligibility rules and participation requirements.
- (c) If the Employer has had both bargaining unit and nonbargaining unit groups in this Trust, the nonbargaining unit participation will end if the bargaining unit ceases participation.
- (d) The Board of Trustees in their sole discretion determines that termination of the Participation Agreement is in the Trust's best interest.

#### 10. Effective Date.

This Agreement effective on the date contributions begin as listed in Section 7(b) subject to approval of this Participation Agreement by the Trust. This Participation Agreement shall not be considered approved until it is executed by two authorized Trustees and submitted to the Trust Office.

#### 11. Governing Law.

The Participation Agreement shall be interpreted in accordance with the Employee Retirement Income Security Act of 1974 (ERISA), Labor Management Relations Act of 1947 (LMRA), Internal Revenue Code, and the laws of the state of Minnesota to the extent applicable and not preempted.

Jurisdiction for any dispute involving the interpretation or application of the Participation Agreement shall be in the U.S. District Court for the District in which the Trust is administered.

Signature appears on the following page.

Teamsters Joint Council 32 – Employers Health and Welfare Fund Agreement for Participation of Non-Bargaining Unit Employees Page 4

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#### SIGNATURES AND APPROVALS

EMPLOYER: City of Sturgis	TEAMSTERS JOINT COUNCIL 32- EMPLOYERS HEALTH AND WELFARE FUND
Signature	Chair, Board of Trustees
Name (Printed)	Name (Printed)
Its: Mayor, City of Sturgis	Date:
Date:	
	Secretary, Board of Trustees
	Name (Printed)
	Dele