



City Council Meeting
AGENDA

DATE: Monday, May 4, 2026
TIME: Regular Meeting - 6:30 PM
PLACE: Council Chambers - City Hall, 1040 Harley-Davidson Way, Sturgis SD

Page

1. CALL TO ORDER REGULAR MEETING OF THE CITY COUNCIL

2. PLEDGE OF ALLEGIANCE/PRAYER

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS AND PRAISE

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

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

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

6. DEPARTMENT UPDATES

7 - 8

6.1. Cash Balances
[Agenda Item Report - Pdf](#)

7. MAYOR'S REPORT

8. CONSIDER CONSENT AGENDA

- 9 - 20 8.1. Consideration to approve the minutes from the April 20, 2026 City Council meeting.
[City Council - Apr 20 2026 - Minutes - Pdf](#)
- 21 8.2. Payroll - Aidan Hedermann (Parks) (Seasonal Employee) - \$17.00 (non-exempt)
Payroll - Tori Williams (Parks) (Seasonal Employee) - \$17.00 (non-exempt)
Payroll - Kenadie Broderick (Parks) (Seasonal Employee) - \$16.50 (non-exempt)
Payroll - Ty Ferguson (Parks) (Seasonal Employee) - \$16.50 (non-exempt)
Payroll - Jack Jolley (Parks) (Seasonal Employee) - \$16.50 (non-exempt)
Payroll - Brody Royer (Wastewater) (Seasonal Employee) - \$16.50 (non-exempt)
Payroll - Orrin Youngberg (Wastewater) (Seasonal Employee) - \$16.50 (non-exempt)
[Payroll Change Form - Pdf](#)
- 22 - 23 8.3. Payroll - Casey Baldwin- Planning Director (Full-time) (Planning)- \$72,543.00 (exempt)
[Agenda Item Report - Pdf](#)
- 24 - 25 8.4. Consideration to Approve Compensation Adjustment – Acting Planning & Permitting Director Duties
[Agenda Item Report - Pdf](#)
- 26 8.5. Payroll - Chase Walker - Lifeguard (Part-time) (Community Center) - \$16.29 (non-exempt)
[Payroll Report - Pdf](#)
- 27 - 34 8.6. Payroll - Aga, Mandie (EMT Basic - Change in wage \$25.31) new wage \$24.16
Baldwin, Molly (EMT Basic - Change in wage \$25.31) new wage \$23.01
Boerboom, Justin (EMT Basic - Change in wage \$25.31) new wage \$24.16
Bruch, Terri Jo (EMT Basic - Change in wage \$25.31) new wage \$23.12
Buckley, Blake (Paramedic- Change in wage \$27.00) new wage \$27.35
Cobb, Cody (Paramedic- Change in wage \$30.83) new wage \$28.35
Cornelius, Dylan (EMT- Basic- Change in wage \$21.00) new wage \$22.69
Cummings, David (EMT Basic - Change in wage \$25.31) new wage \$23.01
Diaz, Rachel (EMT Basic- Change in wage \$21.00) new wage \$22.69

Estes, Hugo (Paramedic - Change in wage \$30.83) new wage \$28.35
Fulkerson, Rhonda (Paramedic- Change in wage \$27.00) new wage \$28.35
Gartner, Timothy (Paramedic- Change in wage \$30.83) new wage \$28.35
Goodro, Seth (Paramedic - Change in wage \$30.83) new wage \$28.90
Hale, James (Paramedic - Change in wage \$36.52) new wage \$36.13
Hanson, Caedon (EMT- Basic- Change in wage \$19.00) new wage \$21.69
Harvey, Thomas (Paramedic - Change in wage \$30.83) new wage \$30.31
Hilde, Logan (EMT- Advanced- Change in wage \$24.00) new wage \$25.46
Klunder, Kurtis (Paramedic - Change in wage \$30.83) new wage \$28.35
Kroh, Lisa (EMT- Basic- Change in wage \$21.00) new wage \$22.69
Logan, Haley (Paramedic- Change in wage \$30.17) new wage \$30.31
Martin, Dyllen (Paramedic- Change in wage \$29.98) new wage \$28.87
Mitchell, Aaron (Paramedic - Change in wage \$33.20) new wage \$32.52
Mitchell, Christine (EMT- Advanced- Change in wage \$24.00) new wage \$25.46
Owen, Brian (Paramedic- Change in wage \$30.83) new wage \$30.23
Owen, Calev (EMT- Basic- Change in wage \$19.00) new wage \$21.69
Perez-Franco, Ashly (Paramedic- Change in wage \$30.83) new wage \$28.90
Price, Thomas (Paramedic- Change in wage \$30.83) new wage \$30.23
Pugh, Jaryd (Paramedic - Change in wage \$30.83) new wage \$28.35
Raderschadt, Lydia (Paramedic - Change in wage \$30.83) new wage \$28.76
Ramsey, Matthew (Paramedic- Change in wage \$25.00) new wage \$27.35
Reed, Karen (EMT- Advanced- Change in wage \$24.00) new wage \$25.46
Rendon, Antje (EMT- Basic- Change in wage \$21.00) new wage \$22.69
Reynolds, Ian (Paramedic- Change in wage \$30.83) new wage \$28.90
Rosenlund, Kristi (EMT-Basic- Change in wage \$25.31) new wage \$21.69
Sabers, Holly (Paramedic- Change in wage \$32.25) new wage \$32.52
Shaulis, Warren (Paramedic- Change in wage \$35.25) new wage \$35.28
Siferd, Charles (Paramedic- Change in wage \$30.83) new wage \$30.96
Smith, Mona (EMT Basic - Change in wage \$25.31) new wage \$23.12
Sorenson, Austin (EMT Basic - Change in wage \$25.31) new wage \$21.69
Stadum, Hannah (EMT- Basic- Change in wage \$21.85) new wage

\$23.12

Stehman, Devin (EMT- Basic- Change in wage \$19.00) new wage \$21.69

Swain, Derek (Paramedic- Change in wage \$30.83) new wage 30.31

Valder, Joshua (EMT- Basic- Change in wage \$19.00) new wage \$21.69

Van Roekel, Jaedon (Paramedic- Change in wage-\$32.25) new wage \$32.52

Williams, Tegan (EMT- Basic- Change in wage \$19.00) new wage \$21.69

Wolf, Tamera (Paramedic- Change in wage \$25.00) new wage \$27.35

[Payroll Report - Pdf](#)

- 35 8.7. Payroll - Tony Dargatz- Mayor Pro Tempore (Acting) - \$1,131.06 per pay period
[Agenda Item Report - Pdf](#)
- 36 - 37 8.8. Consideration to approve a SEL for the Oasis Bar and Fireside Lounge for the Chamber's Battle of the Bands Pre-Party on 06/05/26.
[Agenda Item Report - Pdf](#)
- 38 - 42 8.9. Consideration to Approve a SEL for the Sturgis Brewing Company for the 2026 Sturgis Area Chamber Art Festival & Battle of the Bands
[Agenda Item Report - Pdf](#)
- 43 - 47 8.10. Consideration to approve a SEL for One Eyed Jack's Saloon for Music on Main for 06/10/26 and 07/15/26
[Agenda Item Report - Pdf](#)
- 48 - 56 8.11. Consideration to approve a SEL for the Sturgis Brewing Company for Music on Main for 06/17/2026 and 07/29/2026.
[Agenda Item Report - Pdf](#)
- 57 - 60 8.12. Consideration to approve a SEL for the Knuckle Saloon for the Music on Main for 06/24/26 and 07/22/26
[Agenda Item Report - Pdf](#)
- 61 - 62 8.13. Consideration to approve a SEL for the Oasis Bar and Fireside Lounge for Music on Main on 07/01/2026 and 08/26/2026
[Agenda Item Report - Pdf](#)
- 63 - 71 8.14. Consideration to approve a SEL for the Loud American Sturgis for Music on Main on 07/08/2026 and 09/02/2026.
[Agenda Item Report - Pdf](#)
- 72 - 76 8.15. Consideration to approve a SEL for the Loud American Roadhouse for a wedding reception at the Sturgis Armory on June 26, 2026.
[Agenda Item Report - Pdf](#)
- 77 - 81 8.16. Consideration to approve a SEL for the Sturgis Brewing Company for

the 2026 Fall Festival on October 10, 2026.

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

82 - 84 8.17. Consideration of Use of City Property for the Northern Hills Community Band at Harley-Davidson Rally Point for two concerts.

[Agenda Item Report - Pdf](#)

85 - 89 8.18. Consideration to approve a SEL for the Loud American Sturgis for Live Music, Food & Shopping for the 2026 Sturgis Motorcycle Rally from 8/05/26-08/16/26.

[Agenda Item Report - Pdf](#)

90 - 93 8.19. Consideration to Approve Veteran Exemption

[Agenda Item Report - Pdf](#)

9. APPROVAL OF THE CLAIMS

94 - 105 9.1. [Council Bills 05042026](#)

10. PUBLIC HEARINGS

106 - 108 10.1. Consideration to approve the renewals of the Retail (on/off sale) Malt Beverage and SD Wine licenses for 2026-2027.

[Agenda Item Report - Pdf](#)

11. TABLED ITEMS

109 - 132 11.1. Consider Operator Pathways Under Option 2 for the City of Sturgis Motorcycle Rally Sponsorship Program

[Agenda Item Report - Pdf](#)

12. REPORTS

133 - 139 12.1. Consideration to approve 2026 Professional Service Agreement with SEDC

[Agenda Item Report - Pdf](#)

140 - 153 12.2. Consider Second Reading of Ordinance 2026-03 (Temporary Residential Rally Camping)

[Agenda Item Report - Pdf](#)

154 - 182 12.3. Consider Municipal Solid Waste Services Agreement with Kieffer Sanitation

[Agenda Item Report - Pdf](#)

- 12.4. Consideration to approve Joint Powers Agreement between South Dakota Game, Fish & Parks and the City of Sturgis
[Agenda Item Report - Pdf](#)

13. EXECUTIVE SESSION

- 13.1. 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:

14. RESUME OPEN MEETING

- 14.1. Return to Open Session

15. ADJOURN

16. 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 - May 04 2026
Agenda Item: Cash Balances
Prepared By: Ann Bertolotto, Finance Officer

BACKGROUND INFORMATION:

The City has experienced a significant increase in cash balances over the past three years in its checking and savings accounts at First Interstate Bank for the periods ending April 30:

- April 2023: \$223,691
- April 2024: \$683,381
- April 2025: \$4,804,219
- April 2026: \$7,630,622

As of April 30, 2026, the total cash value across all City accounts is **\$9,156,886.13**, as illustrated in the attached pie chart.

DISCUSSION:

The increase in the City's cash position is primarily the result of deliberate fiscal management actions implemented beginning in mid-2024. These actions include reductions in personnel-related expenditures, deferral of capital improvement projects, and delaying or limiting other budgeted expenses.

The most notable growth has occurred within the Capital Improvements Fund, which is supported by a dedicated 0.9% general sales tax allocation. This fund currently exceeds \$6,000,000, reflecting both strong revenue performance and constrained expenditures over the past year.

This strengthened cash position provides the City with increased financial flexibility moving forward, including the ability to address future capital needs, manage economic variability, and evaluate strategic investment opportunities.

RECOMMENDATION:

This item is presented for informational purposes. No Council action is required at this time.

ATTACHMENTS:

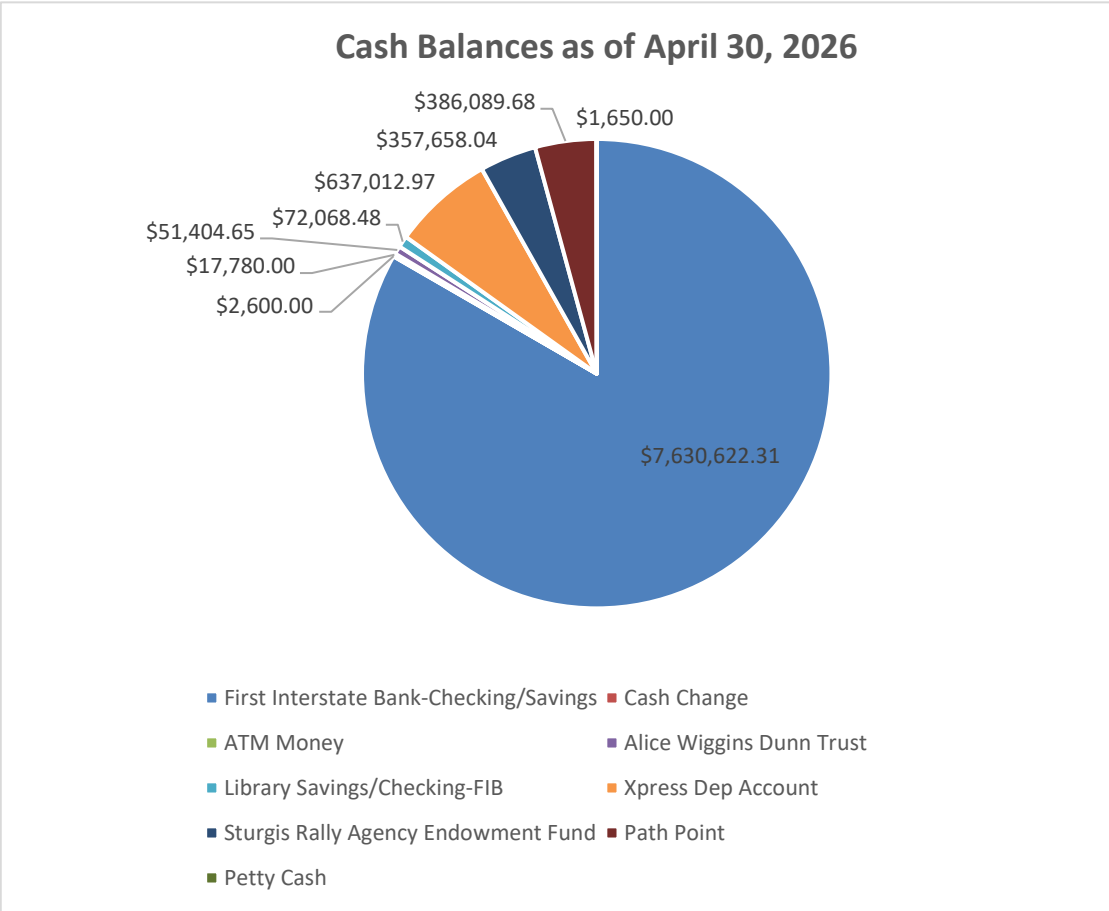
[Copy of Cash Balances pie chart2](#)

Approved By:
Ann Bertolotto, Finance Officer

Status:
Approved - May 01 2026

CASH BALANCES

First Interstate Bank-Checking/Savings	\$	7,630,622.31
Cash Change	\$	2,600.00
ATM Money	\$	17,780.00
Alice Wiggins Dunn Trust	\$	51,404.65
Library Savings/Checking-FIB	\$	72,068.48
Xpress Dep Account	\$	637,012.97
Sturgis Rally Agency Endowment Fund	\$	357,658.04
Path Point	\$	386,089.68
Petty Cash	\$	1,650.00
TOTAL	\$	9,156,886.13



MINUTES
City Council Meeting
City of Sturgis, South Dakota

Monday, April 20, 2026

6:30 PM

Council Chambers

PRESENT: Tony Dargatz, Jesse Blakeman, Jim Thompson, Ruth Nichols, Alex Usera, Mark Chaplin, and Terry Jensen,

STAFF

PRESENT: Finance Officer, Ann Bertolotto, City Administrator, Aaron Jordan, Director of Public Works, Rick Bush, City Attorney, Eric Davis, and Assistant Chief of Police, Brian Paulsen

ABSENT: Nick Jones

Call to Order Regular Meeting of the City Council

Mayor Pro Tempore Tony Dargatz calls the meeting to order at 6:30 p.m.

Pledge of Allegiance/Prayer

Pastor Brian Ross offers prayer.

Approval of the Agenda

Usera moved, Thompson seconded, and all voted to approve the agenda.

Announcements and Praise

Thompson shared announcements. John Dale shared sentiments and a poem about late Mayor Kevin Forrester. Bonnie Alberts praised some individuals who helped clean up areas around the city's recycling drop-off location.

Department Updates

- SEDC Update: Amanda Anglin shared the Sturgis Economic Development Corporation's 2025 Annual Informational Report.
- City Administrator Jordan shared the March 2026 Sales Tax Informational Update. Jordan reported that the City of Sturgis is continuing to see steady growth in both general sales tax collections and tourism-related revenue in the first quarter of 2026.
- Finance Officer Bertolotto shared the March 2026 Monthly Financial Report.

Consider Consent Agenda

- Approve the minutes from the April 6, 2026, City Council Meeting
- Payroll - Crystal Pawlus - Librarian (Full-time) (Library)- \$21.93 (non-exempt)

- Payroll - Tyler Haukaas (Custodian) Full-time, non-exempt, eligible for benefits) \$18.78
- Set a public hearing for the Planning Commission to consider proposed Phase 1B MH-1 zoning and building-code cleanup ordinance
- Set a public hearing for May 4, 2026, for approval of the renewals of the Retail (on/off sale) Malt Beverage and SD Wine licenses for 2026-2027

Moved by Nichols, seconded by Usera, and all voted to approve the consent agenda.

Approval of the claims

CLAIMS

Vendor Name	Description	Net Invoice Amount
1886 PROPERTIES	LEASE 1100 MAIN ST	21400
A & B WELDING CO	OXYGEN	92.79
ADMIRAL BEVERAGE CORP	LIQUOR	12491.58
ADVANCED ENG & ENVIR	CAP IMP	12371.29
ALSCO	MATS & TOWELS	219.58
AMICK SOUND	FIRE ALARM MON	34.24
ARCHITECTURAL SPECIALITIES	NEW DOOR	4645.07
AVID4 ENGINEERING	CAP IMP	1371.25
BEAR BUTTE VALLEY WATER	UTIL	113.55
BIG DEAL AUTO	BATTERY REPL	45
BLACK HILLS CHEMICAL	SUPP & MAT	3483.42
BLACK HILLS ENERGY	UTIL	50754.39
BLACK HILLS PIONEER	PUBL	579.18
BLACK HILLS SNACKS	LIQUOR	68.75
BLACKSTRAP	ROAD SALT	2750.4
BLUE PEAK	PHONES/INT	5687.57
BUBBLES	CAR WASH	28.27
BUTTE ELECTRIC	UTIL	3041.69
CASELLE	PROF FEES	2251
CASH-WA DIST	LIQUOR	1273.05
CASK & CORK	LIQUOR	5115.2
CBHCOOPERATIVE#112407	FUEL	5422.15
CBH COOPERATIVE - #865928	FUEL	126.6
CBH COOPERATIVE #912448	FUEL	1232.75
CBH COOPERATIVE #920771	FUEL	612.75
CENGAGE LEARNING	BOOKS	76.47
CENTER POINT LARGE PRINT	BOOKS	105
CENTURY BUSINESS PRODUCTS	COPIER CONT	283.52
CENTURY LINK	UTIL	372.54
CITY OF BELLE FOURCHE	LANDFILL TICKETS	45825.2
COCA COLA BOTTLING CO	LIQUOR	500.5
DITCH WITCH UNDERCON	SUPP & MAT	231.68

ECOLAB PEST ELIMINATOR DIV	PET CONTROL	133.92
EPIC OUTDOOR ADV	BILLBOARD LEASE	1600
G & H DISTRIBUTING	SUPP & MAT	218.33
GORDON & REES	PROF FEES	1420
HACH COMPANY	WATER CHEMICALS	243.05
HELIX SOLUTIONS	PROF FEES	198.33
HELMS & ASSOCIATES	CAP IMP	10977.6
INGRAM LIBRARY SERVICES	BOOKS	679.85
JACOBS AUTO REPAIR	REP & MAINT	114.8
JOHNSON WESTERN WHOLESALE	LIQUOR	49907.05
K T CONNECTIONS	PROF FEES	1365
KETEL THORSTENSON	PROF FEES	2575
LYNN'S DAKOTAMART	SUPP & MAT	31.56
MARCO TECH	COPIER RENTAL	148.5
MASTERCARD	CC PAYMENTS	20510.65
MEADE COUNTY TREASURER	DOWNTOWN TAXES	5065.31
MG OIL COMPANY	SUPP & MAT	607.99
MILTON'S SEASONINGS	LIQUOR	50
MONTANA DAKOTA UTILITIES	UTIL	10313.47
MONUMENT HEALTH RC HOSPITAL	MEDICAL SUPP	385.44
NORTHERN HILLS VET CLINIC	PROF FEES	126
NORTHWEST PIPE FITTINGS	SUPP & MAT	34.47
ON SITE FIRST AID & SUPPLY	FIRST AID SUPP	97.58
OREILLY AUTO PARTS	REP & MAINT	187.2
OWENS INTERSTATE	SUPP & MAT	898.42
PCC AMBULANCE BILLING	AMB BILLING	1609.31
PITNEY BOWES	POSTAGE	225
POWERPLAN	REP & MAINT	184.72
QUALITY BRANDS OF THE BH	LIQUOR	19640.78
RASMUSSEN MECHANICAL	REP & MAINT	638.84
REPUBLIC BEVERAGE COMPANY	LIQUOR	9800.5
RIVERFRONT BROADCASTING	RADIO ADS	1254.6
RUNNINGS SUPPLY INC	SUPP & MAT	68.45
SANFORD HEALTH OCCMED	DRUG TESTING	296
SCHADE VINEYARD	LIQUOR	156
SERVALL TOWEL & LINEN	MATS, TOWELS, MOPS	279.21
SOUTH DAKOTA 811	PROF FEES	98.56
SOUTHERN GLAZER'S OF SD	LIQUOR	6691.96
STURGIS ACE HARDWARE#1	SUPP & MAT/REP & MAINT	221.6
STURGIS ACE HARDWARE #3	SUPP & MAT/REP & MAINT	239.64

STURGIS NAPA	SUPP & MAT/REP & MAINT	547.4
STURGIS OUTDOORS	BID APPROVAL EXP	5000
STURGIS TIRE PROS	REP & MAINT	30.4
THE CORNER STATION	FUEL	98.93
THOMSON REUTERS	ONLINE SUB ATTY	545.95
	VOLLEYBALL T'S/CLOTH	
TOM'S T'S	ALLOW	2052.24
TREADMARK TIRE	REP & MAINT	32.96
TRUGREEN	WEED SPRAYING	513.95
VAN METER INC	REP & MAINT LIBRARY	165.44
VOSS DISTRIBUTING	LIQUOR	37.25
VULCAN IND	BASE CONTRACTOR	1327.77
WATSON, JAYNA	PROF FEES	1406.25

WAGES

Mayor & Council	\$ 3,694.32
Attorney	\$ 3,871.80
Finance	\$ 10,167.78
HR	\$ 3,293.36
CityAdmin	\$ 8,196.95
Buildings	\$ 1,970.84
Custodial	\$ 3,110.43
Engineering	
Planning&Permitting	\$ 1,753.70
Fleet	\$ 8,044.57
Sponsorship	\$ 3,098.37
Rally	
Police	\$ 48,920.33
AnimalShelter	\$ 4,426.71
FireDept	
Streets	\$ 12,830.42
Cemetery	\$ 444.32
Community Center	\$ 11,530.88
Recreation	\$ 2,506.55
Parks	\$ 16,045.88
Library	\$ 9,574.81
Auditorium	
SpecialSalesTax	
Downtown BID	
Liquor	\$ 9,228.23
Water	\$ 13,268.63
Wastewater	\$ 14,634.67

SanitaryService		\$ 17,333.26	
Ambulance		<u>\$ 41,615.23</u>	
		\$ 249,562.04	
SS	\$	14,312.25	
MED	\$	3,347.31	
FWT	\$	<u>18,723.07</u>	GrandTotal
		\$36,382.63	\$285,944.67

Public Hearings

Moved by Usera, seconded by Chaplin to approve Resolution 2026-14 for a Street Closure for the 21st Annual Fulton Street Bash to be held on Aug. 8, 2026.

RESOLUTION 2026-14

A RESOLUTION AUTHORIZING USE OF CITY RIGHT-OF-WAY AND TEMPORARY STREET CLOSURE FOR THE 21ST ANNUAL FULTON STREET BASH

WHEREAS, the 21st Annual Fulton Street Bash is scheduled to be held in the City of Sturgis on Saturday, August 8, 2026; and

WHEREAS, the event is intended to bring together hot rods and motorcycles on the first Saturday of the Sturgis Motorcycle Rally; and

WHEREAS, the event enhances Rally-week activities within the City; and

WHEREAS, the City Council finds that it is in the public interest to provide a safe and controlled venue for the event; and

WHEREAS, in order to accommodate the event safely, it is necessary to temporarily close a portion of Dakota Street.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sturgis, South Dakota, that the City hereby authorizes use of the public right-of-way and temporary closure of Dakota Street on Saturday, August 8, 2026, from 2:00 p.m. to 10:00 p.m., as follows:

1. Dakota Street from Fulton Street east to the alley; and
2. Dakota Street from Fulton Street west to Davenport Street.

Dated this 20th day of April 2026.

CITY OF STURGIS

Tony Dargatz, Mayor Pro Tempore

ATTEST:

Ann Bertolotto, Finance Officer

Published: May 1

Effective: May 22

TABLED ITEMS

- First Reading of Ordinance 2026-03 (Temporary Residential Rally Camping)

City Attorney Davis shared the history of the changes to the residential camping ordinance. Several citizens spoke about the ordinance. Moved by Jensen, seconded by Nichols to approve First Reading of the proposed ordinance, with direction to amend the rally window provision from three (3) days to seven (7) days prior to the start of the Rally. Davis shared that he would incorporate all accepted changes and present a clean version for second reading of the ordinance at the next meeting. Carried

by the following vote: Ayes: Thompson, Nichols, Dargatz, Blakeman, Jensen and Usera, Nays: Chaplin.

- Consider Operator Pathways Under Option 2 for the City of Sturgis Motorcycle Rally Sponsorship Program

Davis told the Council the decision before them is which operator pathway best fits the City, noting it is a significant policy and operational choice. He shared that the memo outlines the options and that council could decide or take more time, while staff continues work on 2026 operations. Moved by Chaplin, seconded by Thompson, and all voted to table the item until the next council meeting.

Reports

- Resolution 2026-19 Concerning the Transition of the Sponsorship and Brand Program to a Third-Party Operator

Davis explained that the resolution serves as a bridge for the city's sponsorship program, authorizing near-term staff work to maintain continuity for the 2026 Rally. Moved by Chaplin, seconded by Nichols, and all voted to approve Resolution 2026-19.

RESOLUTION NO. 2026-19

A RESOLUTION CONCERNING THE TRANSITION OF THE CITY OF STURGIS MOTORCYCLE RALLY SPONSORSHIP AND BRAND PROGRAM TO A THIRD-PARTY OPERATOR

WHEREAS, the Sturgis City Council has, over multiple meetings, considered the legal, policy, operational, and financial issues associated with the City of Sturgis Motorcycle Rally Sponsorship and Brand Program; and

WHEREAS, in connection with that review and analysis, the Council has received, reviewed, and considered memoranda, staff reports, exhibits, and public comment concerning the structure of the program, including a memorandum addressing the threshold structural decision whether the City should continue as the direct contracting party in the sponsorship program or instead transition to a third-party operator model, and a follow-up memorandum addressing evaluation of potential third-party operator pathways; and

WHEREAS, through long-term investment of public resources, staff time, sponsor development, and brand development, the City has created a sponsorship and brand program of significant value to the City; and

WHEREAS, the Council has a fiduciary duty to manage, protect, and maximize the value of that municipal asset for the benefit of the City and its taxpayers; and

WHEREAS, revenue generated from the program is an important component of the City's budget and supports municipal operations and public services both related and unrelated to the Rally; and

WHEREAS, the Council finds that an interruption, abandonment, or material destabilization of the sponsorship and brand program during the transition period would risk loss of municipal revenue, loss of sponsor goodwill, and impairment of City-created assets; and

WHEREAS, the Council has determined that the best interests of the City, the public, and the long-term health of the program are served by transitioning the commercialization of that asset to a third-party operator under a structured public City-operator agreement; and

WHEREAS, the Council further finds that transition to a third-party operator model serves legitimate municipal purposes, including protection of City-created assets, restoration and preservation of sponsor relationships, enhancement of public transparency at the City level, and

improvement of the legal structure through which commercialization occurs; and
 WHEREAS, the Council intends that, to the extent authorized by the City and identified in the public City-operator agreement, the operator will market, make available, and monetize identified City-owned real, personal, and intellectual property related to the City of Sturgis Motorcycle Rally for the benefit of the City's general fund; and
 WHEREAS, the Council further finds that the operator model is limited to commercialization of identified City-authorized sponsorship and licensing inventory and does not transfer ownership of City property or delegate municipal police powers, legislative authority, or other nondelegable governmental functions; and
 WHEREAS, the Council intends that the City shall retain all Rally policy-making authority and municipal police powers, including sponsor and licensor approval or veto authority, vendor permitting, law enforcement, City-sponsored Rally events, street closures, open-container regulations, and all authority over City streets, rights-of-way, public infrastructure, and public property; and
 WHEREAS, the Council finds that transition of the commercialization function will require careful planning to protect City assets, preserve sponsor relationships, and maintain program continuity; and
 WHEREAS, the Council further finds that the City cannot prudently allow the sponsorship and brand program to lapse or materially degrade during the transition period; and
 WHEREAS, the Council anticipates that a fully implemented third-party operator model will not be in place for the 2026 86th Rally, and that an interim framework is therefore necessary for that Rally cycle while the City continues the broader transition to the third-party operator model for the 2027 87th Rally and future Rally years; and
 WHEREAS, the Council's intent is that the 2026 86th Rally be administered under an interim framework that preserves and stabilizes the value and continuity of the program while the City completes implementation of the third-party operator model for the 2027 87th Rally and future Rally years; and
 WHEREAS, the City's Brand and Sponsorship Director has continued, to the extent possible under existing circumstances, to work with current and prospective sponsors to negotiate and secure 2026 sponsorships in order to preserve the value and continuity of the program; and
 WHEREAS, the Council no longer wishes for the City to continue as the direct party to fully confidential sponsorship and licensing agreements as a historical practice; and
 WHEREAS, the Council intends to administer the interim period in a manner that improves public transparency while preserving the City's ability to assert lawful redactions where applicable; and
 WHEREAS, the Council recognizes that some sponsor-specific pricing, package, deliverable, and related business and operational information may constitute confidential proprietary or trade-secret information protected from disclosure under South Dakota law, depending on the facts applicable to a particular record; and
 WHEREAS, South Dakota law permits the withholding or redaction of certain trade secrets, proprietary information, and other exempt information from public records to the extent provided by law; and
 WHEREAS, any future City-operator agreement and related implementation documents shall be presented, authorized, and executed in accordance with applicable municipal contracting requirements and lawful municipal procedures;

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

Section 1. Interim Administration of the 2026 86th Rally Sponsorship Program.

Pending implementation of the third-party operator model, the City shall continue to administer and execute sponsorship agreements for the 2026 86th Rally as an interim measure. Staff is directed to continue sponsor negotiations, administration, and related program work in a manner designed to preserve continuity, stabilize sponsor relationships, and maintain the value and integrity of the program during the interim period.

Section 2. Public-Facing Records and Redaction Framework.

Sponsorship agreements entered into by the City for the 2026 86th Rally shall be treated as public records subject to applicable South Dakota law. To the extent permitted by law, the public-facing versions of such agreements may redact sponsor-specific pricing, sponsor-specific deliverables, and other information determined by the City to be exempt from disclosure after consultation with the City's legal counsel. Any such redactions shall be made only to the extent permitted by applicable law and only after review of the specific record or category of information at issue. Nothing in this Resolution shall be interpreted to require disclosure of information exempt from public disclosure under applicable law, nor to predetermine that any specific item of information is exempt from disclosure in every instance.

Section 3. Aggregate Financial Tracking and Reporting.

City staff shall maintain records sufficient to identify, track, and report the gross revenue, expenses, and net revenue associated with the 2026 sponsorship program and shall periodically report aggregate program totals to the Council. The City's financial records and budget reporting for 2026 shall be structured, to the extent reasonably practicable, so that the public can understand the aggregate value and financial performance of the sponsorship program in a transparent manner.

Section 4. Protection of Municipal Assets and Continuity of Program.

Staff are directed to administer the 2026 interim period in a manner that protects City-owned assets, preserves sponsor relationships, and ensures the long-term integrity of the program. Staff are further directed to continue development and implementation of the third-party operator model and return to the Council with such documents, procurement materials, governance materials, and implementation plans as may be necessary to complete the transition for future Rally years.

Section 5. Reservation of City Authority.

Nothing in this Resolution shall be construed to delegate, diminish, or impair the City's municipal authority, police powers, or Rally policy-making authority, including authority over public safety, law enforcement, street closures, rights-of-way, vendor permitting, City-sponsored Rally events, public property, or City-owned intellectual property. Nothing in this Resolution shall be construed to transfer ownership of any City property, mark, or other asset.

Section 6. Effective Date.

This Resolution shall be effective immediately upon adoption.

Adopted by action of the Sturgis Common Council on the 20th day of April, 2026.

CITY OF STURGIS

Tony Dargatz, Mayor Pro Tempore

ATTEST:

Ann Bertolotto, Finance Office

- Resolution 2026-16 approving the Final Plat of Lot 11 Revised of Block 21, McMillans Easterly Addition, to the City of Sturgis, Meade County, South Dakota

Public Works Director Bush reports that city staff and the Planning Commission have reviewed and recommend approval of Resolution 2026-16 for the Final Plat as submitted, finding that it meets all applicable subdivision and zoning requirements. Moved by Thompson, seconded by Usera, and all voted to approve Resolution 2026-16 approving the Final Plat of Lot 11 Revised of Block 21, McMillans Easterly Addition.

RESOLUTION 2026-16
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
Danny and Lynelle Chapman:

PLAT OF

Lot 11 Revised of Block 21 of McMillans Easterly Addition to the City of Sturgis.
Formerly Lots 11 thru 13 of Block 21 of McMillans Easterly Addition, All located in the
NE1/4NW1/4 of Section 10, T5N, R5E, 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 20th day of April, 2026.

CITY OF STURGIS

BY:

Tony Dargatz – Mayor pro tem

ATTEST:

Ann Bertolotto – Finance Officer

Published: 5/1/26

Effective: 5/22/26

- Resolution 2026-17 approving the Final Plat of Lot 9A & 9B of Bowman Addition & the Dedicated Public R.O.W. of Bowman Street, City of Sturgis, Meade County, South Dakota and Developer Agreement.

Public Works Director Bush reports that city staff and the Planning Commission have reviewed and recommend approval of Resolution 2026-17 for the Final Plat as submitted, finding that it meets all applicable subdivision and zoning requirements. Moved by Usera, seconded by Jensen and all voted to approve Resolution 2026-17 approving the Final Plat of Lot 9A & 9B of Bowman Addition & the Dedicated Public R.O.W. of Bowman Street.

RESOLUTION 2026-17
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 William and Mary Cudmore:

PLAT OF

Lot 9A & Lot 9B of Bowman Addition & the Dedicated Public R.O.W. of Bowman Street, in the City of Sturgis.

Formerly Lot 9 of Bowman Addition, Located in the N1/2NE1/4 of Section 21, T5N, R5E, 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 20th day of April, 2026.

CITY OF STURGIS

BY:

Tony Dargatz – Mayor pro tem

ATTEST:

Ann Bertolotto – Finance Officer

Published: 5/1/26

Effective: 5/22/26

- Consider Resolution 2026-18 (Legacy Fee Resolution)

Davis explained that the resolution is limited in scope, adopting only those hard-dollar fees that previously existed in city code prior to recodification and are now required to be set by Council. He noted staff is still compiling a full citywide list and will return after the Rally with a more comprehensive, department-by-department fee schedule. Moved by Nichlos, seconded by Chaplin, and all voted to adopt Resolution 2026-18.

RESOLUTION NO. 2026-18

A RESOLUTION ESTABLISHING CERTAIN LEGACY FEES, DEPOSITS, AND RELATED AMOUNTS REFERENCED IN THE RECODIFIED CITY CODE

WHEREAS, the City of Sturgis recently recodified its ordinances into the current American Legal Publishing format; and

WHEREAS, during that recodification process, certain provisions that had historically stated fixed dollar amounts directly in ordinance text were revised so that the applicable amount would instead be established by the Common Council through annual resolution or similar Council action; and

WHEREAS, the Common Council finds that establishing such amounts by annual resolution promotes administrative efficiency, transparency, and orderly annual review, while reducing the need for repeated code amendments when only a dollar amount changes; and

WHEREAS, the Common Council further finds it appropriate, for continuity and enforceability, to establish for calendar year 2026 the same legacy hard dollar amounts previously codified in the City’s ordinances for the items identified in Exhibit A; and

WHEREAS, this Resolution is intended as an initial annual fee resolution and is limited to restoring identified legacy hard-dollar amounts removed from ordinance text during recodification, with the expectation that future annual fee resolutions may be expanded to include additional fees, deposits, and other Council-set amounts as appropriate. NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sturgis, South Dakota, as follows:

Section 1. Adoption of Annual Fee Schedule.

The Common Council hereby adopts the fees, deposits, and related amounts set forth in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. Effect of Resolution.

Where the current City Code provides that a fee, deposit, fine, penalty, or similar amount shall be established by the Common Council through annual resolution, fee resolution, or similar Council-adopted schedule, the amount stated in Exhibit A shall control for the items listed therein unless and until amended by subsequent resolution. This Exhibit A shall also apply to any listed code provision that references a "fee schedule," "annual fee resolution," "fee resolution," or similar Council-adopted schedule intended to be updated periodically.

Section 3. Limited Scope.

This Resolution is limited to the legacy amounts identified in Exhibit A that were previously stated directly in ordinance text and later removed during recodification. Nothing herein shall be construed to prevent the Common Council from adding, revising, or consolidating additional Council-set amounts in future fee resolutions.

Section 4. Term.

This Resolution shall apply for calendar year 2026 and shall remain in effect until amended or superseded by subsequent resolution of the Common Council.

Section 5. Repealer.

All prior resolutions or schedules inconsistent with this Resolution are repealed to the extent of the inconsistency.

Section 6. Severability.

If any section, clause, sentence, or exhibit entry in this Resolution is held invalid, the remainder of this Resolution and Exhibit A shall remain in full force and effect.

Section 7. Effective Date.

This Resolution shall take effect as provided by law upon adoption.

Adopted by action of the Sturgis Common Council on the 20th day of April, 2026.

CITY OF STURGIS

Tony Dargatz, Mayor Pro Tempore

ATTEST:

Ann Bertolotto, Finance Officer

- Introduction of Ordinance Amending Election-Related Provisions of the Sturgis City Code Davis explained this item is an informational introduction to upcoming ordinance changes needed to align the city’s code with recent state law updates regarding municipal elections. The council took no action.

Executive Session

Chaplin moved, Thompson seconded, and all voted in favor of entering into executive session pursuant to SDCL 1-25-2 Subsection 1 (Personnel) and SDCL 1-25-2 Subsection 3 (Legal), and SDCL 1-25-2 Subsection 4 (Contracts)

Resume Open Meeting

Dargatz announced that the council returned to open session.

Adjourn

Chaplin moved, Thompson seconded and all voted to adjourn the meeting at 8:42 p.m.

ATTEST: _____ APPROVED: _____
Name Mayor

Published once at the total approximate cost of \$_____

Meeting Date: City Council - May 04 2026

Agenda Item: Payroll - Aidan Hedermann (Parks) (Seasonal Employee) - \$17.00 (non-exempt)
Payroll - Tori Williams (Parks) (Seasonal Employee) - \$17.00 (non-exempt)
Payroll - Kenadie Broderick (Parks) (Seasonal Employee) - \$16.50 (non-exempt)
Payroll - Ty Ferguson (Parks) (Seasonal Employee) - \$16.50 (non-exempt)
Payroll - Jack Jolley (Parks) (Seasonal Employee) - \$16.50 (non-exempt)
Payroll - Brody Royer (Wastewater) (Seasonal Employee) - \$16.50 (non-exempt)
Payroll - Orrin Youngberg (Wastewater) (Seasonal Employee) - \$16.50 (non-exempt)

Prepared By: Carrie Belawske, Human Resources

BACKGROUND INFORMATION:

The Wastewater and Parks Departments employ seasonal employees during the summer months to perform a variety of landscaping maintenance tasks (lawn mowing, weed-eating, cleaning bathrooms and shelters, emptying garbage, assisting with projects, etc.).

Employees over the age of 18 years will drive City vehicles start at a higher wage; returning employees start at a higher wage.

These hires are for the summer season: the position is seasonal, not benefited and will work less than 120 consecutive days during the calendar year. This position is scheduled forty (40) hours per week.

BUDGET IMPACT:

None. This position is budgeted.

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Apr 28 2026

City Council STAFF REPORT



Meeting Date: City Council - May 04 2026

Agenda Item: Payroll - Casey Baldwin- Planning Director (Full-time) (Planning)- \$72,543.00 (exempt)

Prepared By: Carrie Belawske, Human Resources

BACKGROUND INFORMATION:

The Planning Director is responsible for directing the city's planning operations. She will manage the Planning Department operations, develop internal policies and procedures, assigns duties and special projects, prepare budget recommendations and manage approved funds. She will develop recommended updates and changes to city planning and zoning ordinances, attend Planning Commission, City Council, and other related meetings, as well as develop and update city comprehensive and traffic plans. She will meet with developers and landowners in regard to community growth and development. Her position directs and oversees the building inspection process to ensure compliance with adopted codes and ordinances and with approves plans. She will direct the development and management of the city's geographic information system (GIS). The Planning Director researches issues and prepares reports as directed by City Council, Mayor, and Planning Commission and assists the City Administrator with identifying and securing grant funds.

DISCUSSION:

Casey Baldwin demonstrates the practical experience and attributes necessary to be a capable Planning & Permitting Director. Casey brings approximately a decade of experience in project management, including working with general contractors, broad exposure to multiple types of construction, and experience reading and interpreting zoning codes. While these qualifications provide a strong foundation, Casey currently lacks the depth of direct municipal planning experience required to immediately assume the full duties and responsibilities of the position.

To support a successful transition, Casey will initially report directly to Rick Bush for a defined period of training and mentorship. During this time, Rick will provide oversight, guidance, and knowledge transfer on City processes, development standards, and internal coordination necessary to effectively carry out the responsibilities of the position.

This structured onboarding approach is intended to ensure the new employee gains a comprehensive understanding of the City's operations, policies, and expectations before fully assuming independent leadership of the Planning & Permitting function.

In addition to internal mentorship, the training process will include support from Jayna Watson, who brings over 30 years of experience in municipal planning. Her involvement will provide additional technical expertise, best practices, and professional guidance to further strengthen the onboarding process and overall effectiveness of the position.

Upon completion of the training and mentorship period, Casey will assume the full duties and responsibilities of the Planning & Permitting Director, transitioning into the role as a fully independent department head.

This phased transition approach ensures continuity of service, supports professional development, and positions the City for long-term success in managing growth and development.

BUDGET IMPACT:

None. This is a budgeted position.

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Apr 30 2026

Meeting Date: City Council - May 04 2026

Agenda Item: Consideration to Approve Compensation Adjustment – Acting Planning & Permitting Director Duties

Prepared By: Aaron Jordan, City Administrator

BACKGROUND INFORMATION:

The Planning & Permitting Director position had been vacant for an extended period. During this time, Rick Bush assumed the additional responsibilities associated with this role while continuing to serve as the City's Public Works Director.

The City has recently hired a new employee who, following a period of training and mentorship, is expected to assume the full duties and responsibilities of the Planning & Permitting Director position.

DISCUSSION:

The dual responsibility of managing both Public Works and Planning & Permitting represents a significant expansion of workload and organizational responsibility. The Planning & Permitting Director role is a key leadership position requiring coordination with multiple departments, external stakeholders, and regulatory processes.

To recognize this expanded scope of work, it is recommended that Rick receive a temporary stipend of **\$250 per pay period**. This adjustment aligns his compensation more closely with the additional duties he has been performing and supports internal equity.

As part of the transition plan, Rick will:

- Provide direct supervision of the newly hired employee during the onboarding period
- Train and mentor the employee on City processes, policies, and expectations
- Facilitate knowledge transfer to ensure the employee can successfully assume the full duties and responsibilities of the Planning & Permitting Director position

This structured transition ensures continuity of operations while positioning the City for long-term success in this critical function.

BUDGET IMPACT:

Within the Planning & Permitting department budget for 2026

RECOMMENDATION:

Motion to approve \$250 per pay period stipend for Rick Bush during the period in which he performs dual responsibilities, until the newly hired employee is prepared to assume the duties and responsibilities of the Planning & Permitting Director.

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Apr 30 2026

City Council
STAFF REPORT



Meeting Date: City Council - May 04 2026

Agenda Item: Payroll - Chase Walker - Lifeguard (Part-time) (Community Center) - \$16.29 (non-exempt)

Prepared By: Carrie Belawske, Human Resources

BACKGROUND INFORMATION:

Lifeguards are responsible for ensuring the safety of swimmers at the Community Center pool, by enforcing safety, pool and facility policies. They must be American Red Cross lifeguard certified. During the summer, they teach swim lessons.

DISCUSSION:

This is a part-time, non-exempt position. The number of hours worked is limited to a maximum of 1,039 per calendar year (average 20 per week). Mr. Walker is a re-hire.

BUDGET IMPACT:

None. This is a budgeted position.

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Apr 30 2026

City Council
STAFF REPORT



Meeting Date: City Council - May 04 2026

Agenda Item: Payroll - Aga, Mandie (EMT Basic - Change in wage \$25.31) new wage \$24.16
Baldwin, Molly (EMT Basic - Change in wage \$25.31) new wage \$23.01
Boerboom, Justin (EMT Basic - Change in wage \$25.31) new wage \$24.16
Bruch, Terri Jo (EMT Basic - Change in wage \$25.31) new wage \$23.12
Buckley, Blake (Paramedic- Change in wage \$27.00) new wage \$27.35
Cobb, Cody (Paramedic- Change in wage \$30.83) new wage \$28.35
Cornelius, Dylan (EMT- Basic- Change in wage \$21.00) new wage \$22.69
Cummings, David (EMT Basic - Change in wage \$25.31) new wage \$23.01
Diaz, Rachel (EMT Basic- Change in wage \$21.00) new wage \$22.69
Estes, Hugo (Paramedic - Change in wage \$30.83) new wage \$28.35
Fulkerson, Rhonda (Paramedic- Change in wage \$27.00) new wage \$28.35
Gartner, Timothy (Paramedic- Change in wage \$30.83) new wage \$28.35
Goodro, Seth (Paramedic - Change in wage \$30.83) new wage \$28.90
Hale, James (Paramedic - Change in wage \$36.52) new wage \$36.13
Hanson, Caedon (EMT- Basic- Change in wage \$19.00) new wage \$21.69
Harvey, Thomas (Paramedic - Change in wage \$30.83) new wage \$30.31
Hilde, Logan (EMT- Advanced- Change in wage \$24.00) new wage \$25.46
Klunder, Kurtis (Paramedic - Change in wage \$30.83) new wage \$28.35
Kroh, Lisa (EMT- Basic- Change in wage \$21.00) new wage \$22.69
Logan, Haley (Paramedic- Change in wage \$30.17) new wage \$30.31
Martin, Dyllen (Paramedic- Change in wage \$29.98) new wage \$28.87
Mitchell, Aaron (Paramedic - Change in wage \$33.20) new wage \$32.52
Mitchell, Christine (EMT- Advanced- Change in wage \$24.00) new wage \$25.46
Owen, Brian (Paramedic- Change in wage \$30.83) new wage \$30.23
Owen, Calev (EMT- Basic- Change in wage \$19.00) new wage \$21.69
Perez-Franco, Ashly (Paramedic- Change in wage \$30.83) new wage \$28.90
Price, Thomas (Paramedic- Change in wage \$30.83) new wage \$30.23
Pugh, Jaryd (Paramedic - Change in wage \$30.83) new wage \$28.35
Raderschadt, Lydia (Paramedic - Change in wage \$30.83) new wage \$28.76
Ramsey, Matthew (Paramedic- Change in wage \$25.00) new wage \$27.35
Reed, Karen (EMT- Advanced- Change in wage \$24.00) new wage \$25.46
Rendon, Antje (EMT- Basic- Change in wage \$21.00) new wage \$22.69
Reynolds, Ian (Paramedic- Change in wage \$30.83) new wage \$28.90
Rosenlund, Kristi (EMT-Basic- Change in wage \$25.31) new wage \$21.69
Sabers, Holly (Paramedic- Change in wage \$32.25) new wage \$32.52
Shaulis, Warren (Paramedic- Change in wage \$35.25) new wage \$35.28
Siferd, Charles (Paramedic- Change in wage \$30.83) new wage \$30.96
Smith, Mona (EMT Basic - Change in wage \$25.31) new wage \$23.12
Sorenson, Austin (EMT Basic - Change in wage \$25.31) new wage \$21.69
Stadum, Hannah (EMT- Basic- Change in wage \$21.85) new wage \$23.12
Stehman, Devin (EMT- Basic- Change in wage \$19.00) new wage \$21.69
Swain, Derek (Paramedic- Change in wage \$30.83) new wage 30.31
Valder, Joshua (EMT- Basic- Change in wage \$19.00) new wage \$21.69
Van Roekel, Jaedon (Paramedic- Change in wage-\$32.25) new wage \$32.52

Williams, Tegan (EMT- Basic- Change in wage \$19.00) new wage \$21.69
Wolf, Tamera (Paramedic- Change in wage \$25.00) new wage \$27.35

Prepared By: Carrie Belawske, Human Resources

BACKGROUND INFORMATION:

The Council annually adopts a resolution establishing salaries and wages for City employees for the calendar year. Resolution No. 2026-1 established the City's 2026 wage schedule. Following review of part-time Ambulance Department payroll, City staff identified inconsistencies in certain hourly wage rates reflected in the 2026 wage schedule and/or implemented in payroll. Staff then reviewed the affected positions, the appropriate corrected rates, and the applicable effective dates.

DISCUSSION:

The proposed resolution amends Resolution No. 2026-1 in a single action to correct the affected hourly wage rates for part-time Ambulance Department personnel. The corrections are organized into three categories:

1. employees whose corrected rates should be effective January 4, 2026, together with payment of any resulting amounts owing;
2. employees whose corrected rates should be effective April 19, 2026 on a prospective basis; and
3. certain employee-specific wage adjustments tied to completion of orientation.

The resolution is structured to create a single clear Council action, align payroll administration with the City's adopted compensation structure, and provide a clean administrative record of the corrected rates and effective dates. The resolution also references the City's prior implementation of the Condrey wage study as part of the compensation framework underlying the corrected wage rates.

BUDGET IMPACT:

There will be some payroll impact associated with correcting underpayments effective January 4, 2026. Staff anticipates only a minor impact on overall year-end personnel expenditures.

RECOMMENDATION:

Adopt Resolution 2026-20

ATTACHMENTS:

[Resolution 2026-20 Resolution to Amend Wage Resolution Correct Certain Hourly Wages \(Ambulance PT Wage Resolution\)](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Apr 30 2026

RESOLUTION NO. 2026-20

A RESOLUTION AMENDING RESOLUTION NO. 2026-1 (SALARIES AND WAGES) TO CORRECT CERTAIN HOURLY WAGE RATES FOR PART-TIME AMBULANCE PERSONNEL

WHEREAS, the City Council of the City of Sturgis annually establishes salaries and wages for City officers and employees by resolution; and

WHEREAS, on January 14, 2026, the City Council adopted Resolution No. 2026-1 establishing salaries and wages for calendar year 2026; and

WHEREAS, City staff thereafter completed an internal review of compensation for part-time Ambulance Department personnel and identified inconsistencies in certain hourly wage rates reflected in Resolution No. 2026-1 and/or implemented in payroll for calendar year 2026; and

WHEREAS, the City Council desires to amend Resolution No. 2026-1, correct the affected hourly wage rates, authorize payment of amounts owing for certain underpayments, establish prospective corrected rates for certain overpayments, and reflect certain employee-specific orientation-completion wage adjustments, all as set forth herein and in the attached exhibits; and

WHEREAS, the City Council further finds that these amendments are intended to conform the 2026 wage schedule and payroll implementation to the City's adopted compensation structure, including prior implementation of the Condrey wage study;

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

Section 1. Amendment to Resolution No. 2026-1.

Resolution No. 2026-1 is hereby amended solely as set forth in Exhibit A, Exhibit B, and Exhibit C attached hereto and incorporated herein by reference.

Section 2. Corrected hourly wage rates effective January 4, 2026.

The hourly wage rates identified in Exhibit A are hereby approved effective January 4, 2026. City payroll staff are authorized and directed to calculate and pay any additional compensation owing as a result of those corrected rates, together with associated payroll withholdings, employer contributions, and related payroll adjustments made in the ordinary course of administration.

Section 3. Corrected hourly wage rates effective April 19, 2026.

The hourly wage rates identified in Exhibit B are hereby approved effective April 19, 2026, and City payroll staff are authorized and directed to implement those corrected rates beginning with that effective date. This Resolution authorizes prospective correction of those hourly wage rates only.

Section 4. Orientation-completion wage adjustments.

The hourly wage rates identified in Exhibit C are hereby approved effective on the employee-specific dates stated therein, corresponding to completion of orientation as reflected in City payroll records.

Section 5. Administrative implementation.

The Finance Officer, City Administrator, Human Resources, and payroll personnel are authorized and directed to take all ministerial actions necessary to implement this Resolution and to conform the City’s payroll records and wage schedules to the corrected rates adopted herein.

Section 6. No other changes.

Except as expressly amended by this Resolution, all other provisions, salaries, wages, and terms of Resolution No. 2026-1 shall remain in full force and effect.

Section 6. Effective Date.

This Resolution shall be effective immediately upon adoption.

Adopted by action of the Sturgis Common Council on the ___ day of May 2026.

CITY OF STURGIS

Tony Dargatz, Mayor Pro Tempore

(Seal)

ATTEST:

Ann Bertolotto, Finance Officer

EXHIBIT A TO RESOLUTION NO. 2026-20

Employee	Corrected Hourly Wage Rate
Buckley, Blake	\$27.35
Cornelius, Dylan	\$22.69
Diaz, Rachel	\$22.69
Hanson, Caedon	\$21.69
Hilde, Logan	\$25.46
Kroh, Lisa	\$22.69
Logan, Haley	\$30.31
Mitchell, Christine	\$25.46
Owen, Calev	\$22.69
Ramsey, Matthew	\$27.35
Reed, Karen	\$25.46
Rendon, Antje	\$22.69
Sabers, Holly	\$32.52
Shaulis, Warren Eric	\$35.28
Siferd, Charles	\$30.96
Stadum, Hannah	\$23.12
Stehman, Devin	\$21.69
Valder, Joshua	\$21.69
Van Roekel, Jaedon	\$32.52
Williams, Tegan	\$21.69
Wolf, Tamera	\$27.35

EXHIBIT B TO RESOLUTION NO. 2026-20

Employee	Corrected Hourly Wage Rate
Aga, Mandie	\$24.16
Baldwin, Molly	\$23.01
Boerboom, Justin Brian	\$24.16
Bruch, Terri Jo	\$23.12
Cobb, Cody	\$28.35
Cummings, David	\$23.01
Estes, Hugo	\$28.35
Fulkerson, Rhonda	\$28.35
Gartner, Timothy	\$28.35
Goodro, Seth J	\$28.90
Hale, James L	\$36.13
Harvey, Thomas James Jr	\$30.31
Klunder, Kurtis	\$28.35
Martin, Dyllen	\$28.87
Martinez, Clayton	\$21.69
Mitchell, Aaron Michael	\$32.52
Owen, Brian R.	\$30.23
Perez-Franco, Ashly	\$28.90
Price, Thomas Eugene	\$30.23
Pugh, Jaryd	\$28.35
Raderschadt, Lydia	\$28.76
Reynolds, Ian B	\$28.90
Rosenlund, Kristi	\$21.69
Smith, Mona	\$23.12
Sorensen, Austin	\$21.69
Stark, Ryan	\$23.12
Swain, Derek David	\$30.31

EXHIBIT C TO RESOLUTION NO. 2026-20

Employee	Corrected Hourly Wage Rate Upon Completion of Orientation	Effective Date
Ramsey, Matthew	\$28.35	Date of orientation completion, as reflected in City payroll records
Valder, Joshua	\$22.69	Date of orientation completion, as reflected in City payroll records
Williams, Tegan	\$22.69	Date of orientation completion, as reflected in City payroll records
Wolf, Tamera	\$28.35	Date of orientation completion, as reflected in City payroll records

City Council
STAFF REPORT



Meeting Date: City Council - May 04 2026

Agenda Item: Payroll - Tony Dargatz- Mayor Pro Tempore (Acting) - \$1,131.06 per pay period

Prepared By: Carrie Belawske, Human Resources

BACKGROUND INFORMATION:

Council President Tony Dargatz assumed duties as Mayor Pro Tempore upon Mayor Kevin Forrester's resignation on March 23, 2026.

DISCUSSION:

Given his expanded responsibilities, it is appropriate that he receive compensation comparable to that of the mayor until the new mayor is sworn in following the election on June 2, 2026.

BUDGET IMPACT:

None. This is a budgeted position.

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - May 01 2026

Meeting Date: City Council - May 04 2026

Agenda Item: Consideration to approve a SEL for the Oasis Bar and Fireside Lounge for the Chamber's Battle of the Bands Pre-Party on 06/05/26.

Prepared By: Robin Korth, Deputy Finance Officer

BACKGROUND INFORMATION:

SEL approval requested for the Oasis Bar and Fireside Lounge for the Chamber's Battle of the Bands Pre-Party on 06/05/26 which was previous approved on Resolution 2026-06

ATTACHMENTS:

[SEL Oasis BOB Pre-Party](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Apr 29 2026

City of Sturgis
SPECIAL EVENTS
Alcoholic Beverage License Application

Business Name: Oasis Bar and Fireside Lounge Owner Name: PSI Enterprises, LLC Address: 1145 Main St. Telephone #: PO Box 1000 Date of Event: Sturgis, SD 57785 (303) 263-5644	Description of Event: Serve at Battle of the Bands Pre-Party June 5th and Music on Main events July 1st and August 26th
--	--

Location of Event (Street Address): Harley Davidson Rally Point
 985 Harley Davidson Way
 Sturgis, SD 57785

Map of premises where alcohol sales will occur

If separated from a non-alcohol site, how will you keep separate:
 Open Container boundaries are marked for these events.

Check which license you currently hold: Malt Beverage Liquor Wine

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

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

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

TOTAL AMOUNT DUE \$300

Copy of Current Valid Alcoholic Beverage License

Has applicant requested use of City property as part of license request? Yes No
 Copy of request attached

Signature *Robyn Bradley* Date 3/10/26
BUSINESS OWNER OR CORPORATE OFFICER ONLY

OFFICE USE ONLY:

No public hearing is required for the issuance of a special event license pursuant to this section if the person applying for the special event license holds an eligible permanent license and the special event license is to be used on publicly-owned property.

COUNCIL DECISION: Approved Disapproved Date approved: _____

City Council
STAFF REPORT



Meeting Date: City Council - May 04 2026

Agenda Item: Consideration to Approve a SEL for the Sturgis Brewing Company for the 2026 Sturgis Area Chamber Art Festival & Battle of the Bands

Prepared By: Robin Korth, Deputy Finance Officer

BACKGROUND INFORMATION:

The Sturgis Brewing Company is requesting a Special Event License for the Chamber's Battle of the Bands/Art Festival taking place on June 6, 2026. This event was previously approved by council with Resolution 2026-07.

ATTACHMENTS:

[SEL SBC BOB Art Festival](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Apr 29 2026

License # _____

City of Sturgis SPECIAL EVENTS Alcoholic Beverage License Application

Business Name: Sturgis Brewing Co
Owner Name: Bryan Carter
Address: 600 Anna St, Sturgis SD
Telephone #: 605-720-2337
Date of Event: June 4, 2026

Description of Event:
Sturgis Battle of Bands/Art festival

Location of Event (Street Address):
Harley Davidson Rally Point
Map of premises where alcohol sales will occur

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

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

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

 \$100 per day fee for Liquor License. No. of Days _____ X \$100 = _____ Total
 \$ 50 per day fee for Malt Beverage License. No. of Days 1 X \$ 50 = 50 - Total
 \$ 50 per day fee for Wine License. No. of Days 1 X \$ 50 = 50 - Total

TOTAL AMOUNT DUE 100

 Copy of Current Valid Alcoholic Beverage License
Has applicant requested use of City property as part of license request? Yes No
 Copy of request attached
Signature Bryan Carter Date 3-31-26
BUSINESS OWNER OR CORPORATE OFFICER ONLY

OFFICE USE ONLY:
No public hearing is required for the issuance of a special event license pursuant to this section if the person applying for the special event license holds an eligible permanent license and the special event license is to be used on publicly-owned property.

COUNCIL DECISION: Approved Disapproved Date approved: _____

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

June 17, 2025

Dear STURGIS BREWING COMPANY, LLC

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

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

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

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



<http://dor.sd.gov>

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

ISSUE DATE: 07/01/2025

EXPIRATION DATE: 06/30/2026

LICENSE NUMBER: RB-27432

LICENSE TYPE: Retail On and Off Sale Malt Beverage

ISSUED TO:

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

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

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

Mike Houdyshell
Secretary of Revenue

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

December 15, 2025

Dear STURGIS BREWING COMPANY, LLC

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

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

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

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



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

<http://dor.sd.gov>

ISSUE DATE: 01/01/2026

EXPIRATION DATE: 12/31/2026

LICENSE NUMBER: RW-27433

LICENSE TYPE: Retail On & Off Sale Wine

ISSUED TO:

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

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

A handwritten signature in black ink, appearing to read 'Mike Houdyshell', is written over a white background.

Mike Houdyshell
Secretary of Revenue

City Council
STAFF REPORT



Meeting Date: City Council - May 04 2026

Agenda Item: Consideration to approve a SEL for One Eyed Jack's Saloon for Music on Main for 06/10/26 and 07/15/26

Prepared By: Robin Korth, Deputy Finance Officer

BACKGROUND INFORMATION:

SEL approval for One Eyed Jack's Saloon for Music on Main for 06/10/2026 and 07/15/2026

BUDGET IMPACT:

Within budget

ATTACHMENTS:

[SEL One Eyed Jacks Music on Main 06102026](#)

[SEL One Eyed Jacks Music on Main 07152026](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Apr 29 2026

License # _____

City of Sturgis
SPECIAL EVENTS
Alcoholic Beverage License Application

Business Name: One Eyed Jacks Saloon
Owner Name: Okan Avciyar
Address: 1304 Main St. Sturgis SD 57785
Telephone #: 910-366-1494
Date of Event: June 10 2026

Description of Event:

Beer and Wine tent for Music on Main Street event

Location of Event (Street Address): Main St & Harley Davidson Way Sturgis SD 57785

Map of premises where alcohol sales will occur

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

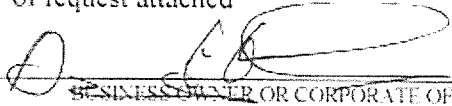
Check which license you currently hold: Malt Beverage Liquor Wine
Check which license is requested for Special Event: Malt Beverage Liquor Wine
Do you own or lease this property? If leasing, please include copy of lease agreement.
Also Include:
 Proof of Insurance (ATTACH A VALID COPY OF CERTIFICATE OF INSURANCE OR LETTER FROM INSURER CONFIRMING THE POLICY IS IN PLACE NAMING THE CITY OF STURGIS AS AN ADDITIONAL INSURED FOR THE ACTIVITIES DESCRIBED IN THE SPECIAL EVENT APPLICATION.)

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

TOTAL AMOUNT DUE \$100

Copy of Current Valid Alcoholic Beverage License

Has applicant requested use of City property as part of license request? Yes No
 Copy of request attached

Signature  Okan Avciyar Date 2 Apr 2026
BUSINESS OWNER OR CORPORATE OFFICER ONLY

OFFICE USE ONLY:
No public hearing is required for the issuance of a special event license pursuant to this section if the person applying for the special event license holds an eligible permanent license and the special event license is to be used on publicly-owned property.

COUNCIL DECISION: Approved Disapproved Date approved: _____

ONE EYED JACK SALOON USA LLC
ONE EYED JACK'S SALOON
1304 MAIN ST
STURGIS, SD 57785-1529

December 15, 2025

Dear ONE EYED JACK SALOON USA LLC

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

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

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

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



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

<http://dor.sd.gov>

ISSUE DATE: 01/01/2026

EXPIRATION DATE: 12/31/2026

LICENSE NUMBER: RL-5326

LICENSE TYPE: Retail On-Sale Liquor

ISSUED TO:

ONE EYED JACK SALOON USA LLC
1304 MAIN ST
STURGIS, SD 57785-1529

ONE EYED JACK'S SALOON
1304 MAIN ST
STURGIS, SD 57785-1529

A handwritten signature in black ink, appearing to read 'Mike Houdyshell', is written over a white background.

Mike Houdyshell
Secretary of Revenue Page 45 of 193

License # _____

City of Sturgis
SPECIAL EVENTS
Alcoholic Beverage License Application

Business Name: One Eyed Jacks Saloon
Owner Name: Okan Avci lar
Address: 1304 Main St, Sturgis SD 57785
Telephone #: 910-366-1494
Date of Event: July 15 2026

Description of Event:
Beer and Wine tent for Music on Main Street event

Location of Event (Street Address): Main St & Harley - Davidson Way Sturgis SD 57785

Map of premises where alcohol sales will occur

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

Check which license you currently hold: Malt Beverage Liquor Wine

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

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

 \$100 per day fee for Liquor License. No. of Days _____ X \$100 = _____ Total
 \$ 50 per day fee for Malt Beverage License. No. of Days 1 X \$ 50 = \$50 Total
 \$ 50 per day fee for Wine License. No. of Days 1 X \$ 50 = \$50 Total

TOTAL AMOUNT DUE \$100

 Copy of Current Valid Alcoholic Beverage License

Has applicant requested use of City property as part of license request? Yes No
 Copy of request attached

Signature [Signature] URS operations Date 2 Apr 2026
BUSINESS OWNER OR CORPORATE OFFICER ONLY

OFFICE USE ONLY:
No public hearing is required for the issuance of a special event license pursuant to this section if the person applying for the special event license holds an eligible permanent license and the special event license is to be used on publicly-owned property.

COUNCIL DECISION: Approved Disapproved Date approved: _____

ONE EYED JACK SALOON USA LLC
ONE EYED JACK'S SALOON
1304 MAIN ST
STURGIS, SD 57785-1529

December 15, 2025

Dear ONE EYED JACK SALOON USA LLC

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

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

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

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



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<http://dor.sd.gov>

ISSUE DATE: 01/01/2026

EXPIRATION DATE: 12/31/2026

LICENSE NUMBER: RL-5326

LICENSE TYPE: Retail On-Sale Liquor

ISSUED TO:

ONE EYED JACK SALOON USA LLC
1304 MAIN ST
STURGIS, SD 57785-1529

ONE EYED JACK'S SALOON
1304 MAIN ST
STURGIS, SD 57785-1529

A handwritten signature in black ink, appearing to read 'Mike Houdyshell', is written over a white background.

Mike Houdyshell
Secretary of Revenue Page 47 of 193

Meeting Date: City Council - May 04 2026

Agenda Item: Consideration to approve a SEL for the Sturgis Brewing Company for Music on Main for 06/17/2026 and 07/29/2026.

Prepared By: Robin Korth, Deputy Finance Officer

BACKGROUND INFORMATION:

SEL approval for Music on Main for 06/17/2026 and 07/29/2026.

BUDGET IMPACT:

Within budget

ATTACHMENTS:

[SEL SBC1 Music On Main](#)

[SEL SBC2 Music On Main](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Apr 29 2026

City of Sturgis
SPECIAL EVENTS
Alcoholic Beverage License Application

Business Name: Sturgis Brewing Co
Owner Name: Bryan Carter
Address: 600 Anna St Sturgis SD
Telephone #: 605-720-2337
Date of Event: June 17, 2026

Description of Event:
Music on Main
June 17

Location of Event (Street Address):
Harley Davidson Rally Point
Map of premises where alcohol sales will occur

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

Check which license you currently hold: Malt Beverage Liquor Wine
Check which license is requested for Special Event: Malt Beverage Liquor Wine
Do you own or lease this property? If leasing, please include copy of lease agreement.
Also Include:
 Proof of Insurance (ATTACH A VALID COPY OF CERTIFICATE OF INSURANCE OR LETTER FROM INSURER CONFIRMING THE POLICY IS IN PLACE NAMING THE CITY OF STURGIS AS AN ADDITIONAL INSURED FOR THE ACTIVITES DESCRIBED IN THE SPECIAL EVENT APPLICATION.)
 \$100 per day fee for Liquor License. No. of Days _____ X \$100 = _____ Total
 \$ 50 per day fee for Malt Beverage License. No. of Days 1 X \$ 50 = 50 Total
 \$ 50 per day fee for Wine License. No. of Days 1 X \$ 50 = 50 Total
TOTAL AMOUNT DUE 100
 Copy of Current Valid Alcoholic Beverage License
Has applicant requested use of City property as part of license request? Yes No
 Copy of request attached
Signature Bryan Carter Date 3-31-26
BUSINESS OWNER OR CORPORATE OFFICER ONLY

OFFICE USE ONLY:
No public hearing is required for the issuance of a special event license pursuant to this section if the person applying for the special event license holds an eligible permanent license and the special event license is to be used on publicly-owned property.
COUNCIL DECISION: Approved Disapproved Date approved: _____



STURBRE-01

LSPERLIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/12/2026

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

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

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

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

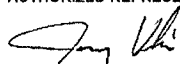
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK2560154-004	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2560154-004	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB866061-004	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	137703.205	6/1/2025	6/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEDC meeting 3/31/2026 at 1019 Main St. Sturgis SD

CERTIFICATE HOLDER

CANCELLATION

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

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

December 15, 2025

Dear STURGIS BREWING COMPANY, LLC

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

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

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

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



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<http://dor.sd.gov>

ISSUE DATE 01/01/2026

EXPIRATION DATE 12/31/2026

LICENSE NUMBER: RW-27433

LICENSE TYPE: Retail On & Off Sale Wine

ISSUED TO:

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

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

A handwritten signature in black ink, appearing to read 'Mike Houdyshell', is written over a white background.

Mike Houdyshell
Secretary of Revenue

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

June 17, 2025

Dear STURGIS BREWING COMPANY, LLC

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

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

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

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



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<http://dor.sd.gov>

ISSUE DATE: 07/01/2025

EXPIRATION DATE: 06/30/2026

LICENSE NUMBER: RB-27432

LICENSE TYPE: Retail On and Off Sale Malt Beverage

ISSUED TO:

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

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

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

Mike Houdyshell
Secretary of Revenue

City of Sturgis
SPECIAL EVENTS
Alcoholic Beverage License Application

Business Name: Sturgis Brewing Co
Owner Name: Bryan Carter
Address: 606 Anna St
Telephone #: 605-720-2337
Date of Event: July 29, 2026

Description of Event:
MUSIC on Main
July 29, 2026

Location of Event (Street Address):
Harley Davidson Rally Point
Map of premises where alcohol sales will occur

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

Check which license you currently hold: Malt Beverage Liquor Wine
Check which license is requested for Special Event: Malt Beverage Liquor Wine
Do you own or lease this property? If leasing, please include copy of lease agreement.
Also Include:
 Proof of Insurance (ATTACH A VALID COPY OF CERTIFICATE OF INSURANCE OR LETTER FROM INSURER CONFIRMING THE POLICY IS IN PLACE NAMING THE CITY OF STURGIS AS AN ADDITIONAL INSURED FOR THE ACTIVITIES DESCRIBED IN THE SPECIAL EVENT APPLICATION.)
 \$100 per day fee for Liquor License. No. of Days _____ X \$100 = _____ Total
 \$ 50 per day fee for Malt Beverage License. No. of Days 1 X \$ 50 = 50- Total
 \$ 50 per day fee for Wine License. No. of Days 1 X \$ 50 = 50- Total
TOTAL AMOUNT DUE 100-
 Copy of Current Valid Alcoholic Beverage License
Has applicant requested use of City property as part of license request? Yes No
 Copy of request attached
Signature Bryan Carter Date 3-31-26
BUSINESS OWNER OR CORPORATE OFFICER ONLY

OFFICE USE ONLY:
No public hearing is required for the issuance of a special event license pursuant to this section if the person applying for the special event license holds an eligible permanent license and the special event license is to be used on publicly-owned property.
COUNCIL DECISION: Approved Disapproved Date approved: _____



STURBRE-01

LSPERLIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/12/2026

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

PRODUCER: HUB International Great Plains, LLC
CONTACT NAME: Linda Sperlin
PHONE: (605) 717-6948
INSURER(S) AFFORDING COVERAGE: Philadelpia Indemnity Insurance Company, SFM Mutual Insurance Company

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEDC meeting 3/31/2026 at 1019 Main St. Sturgis SD

CERTIFICATE HOLDER CANCELLATION

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

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

December 15, 2025

Dear STURGIS BREWING COMPANY, LLC

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

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

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

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



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

<http://dor.sd.gov>

ISSUE DATE 01/01/2026

EXPIRATION DATE 12/31/2026

LICENSE NUMBER: RW-27433

LICENSE TYPE: Retail On & Off Sale Wine

ISSUED TO:

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

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

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

Mike Houdyshell
Secretary of Revenue

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

June 17, 2025

Dear STURGIS BREWING COMPANY, LLC

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

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

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

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



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

<http://dor.sd.gov>

ISSUE DATE: 07/01/2025

EXPIRATION DATE: 06/30/2026

LICENSE NUMBER: RB-27432

LICENSE TYPE: Retail On and Off Sale Malt Beverage

ISSUED TO:

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

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

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

Mike Houdyshell
Secretary of Revenue

City Council
STAFF REPORT



Meeting Date: City Council - May 04 2026

Agenda Item: Consideration to approve a SEL for the Knuckle Saloon for the Music on Main for 06/24/26 and 07/22/26

Prepared By: Robin Korth, Deputy Finance Officer

BACKGROUND INFORMATION:

SEL approval for Music on Main for 06/24/2026 and 07/22/2026

BUDGET IMPACT:

Within budget

RECOMMENDATION:

Motion to approve a SEL for the Knuckle Saloon for Music on Main

ATTACHMENTS:

[SEL Knuckle Saloon Music on Main](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Apr 29 2026

License # _____

City of Sturgis
SPECIAL EVENTS
Alcoholic Beverage License Application

Business Name: The Knuckle Saloon
Owner Name: Curtis Venable
Address: 931 1st St., Sturgis, SD 57485
Telephone #: 605.347.0106
Date of Event: 6/24/26; 7/22/26

Description of Event:
music on Main
Harley Davidson Square

Location of Event (Street Address): Harley Davidson Way
Map of premises where alcohol sales will occur Attached
If separated from a non-alcohol site, how will you keep separate:
Will have a beer cooler and a bartender selling beer

Check which license you currently hold: Malt Beverage Liquor Wine
Check which license is requested for Special Event: Malt Beverage Liquor Wine
Do you own or lease this property? If leasing, please include copy of lease agreement.
Also Include:
 Proof of Insurance (ATTACH A VALID COPY OF CERTIFICATE OF INSURANCE OR LETTER FROM INSURER CONFIRMING THE POLICY IS IN PLACE NAMING THE CITY OF STURGIS AS AN ADDITIONAL INSURED FOR THE ACTIVITIES DESCRIBED IN THE SPECIAL EVENT APPLICATION.)
 \$100 per day fee for Liquor License. No. of Days _____ X \$100 = _____ Total
 \$ 50 per day fee for Malt Beverage License. No. of Days 2 X \$ 50 = \$ 100 Total
 \$ 50 per day fee for Wine License. No. of Days _____ X \$ 50 = _____ Total
TOTAL AMOUNT DUE _____
 Copy of Current Valid Alcoholic Beverage License
Has applicant requested use of City property as part of license request? Yes No
 Copy of request attached
Signature Curtis Venable Date 4/17/2026
BUSINESS OWNER OR CORPORATE OFFICER ONLY

OFFICE USE ONLY:
No public hearing is required for the issuance of a special event license pursuant to this section if the person applying for the special event license holds an eligible permanent license and the special event license is to be used on publicly-owned property.
COUNCIL DECISION: Approved Disapproved Date approved: _____

NCSC STURGIS OPS LLC
THE KNUCKLE SALOON
537 STEVENS CHURCH RD
GOLDSBORO, NC 27530

December 15, 2025

Dear NCSC STURGIS OPS LLC

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

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

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

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



<http://dor.sd.gov>

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

ISSUE DATE: 01/01/2026

EXPIRATION DATE: 12/31/2026

LICENSE NUMBER: RL-6034

LICENSE TYPE: Retail On-Sale Liquor

ISSUED TO:

NCSC STURGIS OPS LLC
537 STEVENS CHURCH RD
GOLDSBORO, NC 27530

THE KNUCKLE SALOON
931 1ST ST
STURGIS, SD 57785-1505

Mike Houdyshell
Secretary of Revenue



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2026

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 Leavitt Heartland Insurance 942 14th Street Sturgis SD 57785		CONTACT NAME: Kamilla Janitell PHONE (A/C No, Ext): (605) 347-4583 FAX (A/C, No): (888) 772-8060 E-MAIL ADDRESS: kamilla-janitell@leavitt.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
		INSURER A: Midwest Family Mutual Insurance Company 23574	
INSURED NCSC Sturgis Ops, LLC DBA The Knuckle 931 1st St Sturgis SD 57785		INSURER B: First Dakota Indemnity Company 010351	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 25/26 GL BA WC UMB **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CPSD0560141770	12/20/2025	12/20/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices Liability Insu \$ 250,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CPSD0560141770	12/20/2025	12/20/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CPSD0560141770	12/20/2025	12/20/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC020-0088622-2025A	12/20/2025	12/20/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Music on Main

Certificate holder is included as additional insured per form:

MFMBP036 (09-18) Ultimate Liability Advantage Endorsement

CERTIFICATE HOLDER**CANCELLATION**

RBush@sturgisgov.com City of Sturgis 1040 Harley-Davidson Way Sturgis, SD 57785	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Derrick Linn/PASCHN
--	--

City Council
STAFF REPORT



Meeting Date: City Council - May 04 2026

Agenda Item: Consideration to approve a SEL for the Oasis Bar and Fireside Lounge for Music on Main on 07/01/2026 and 08/26/2026

Prepared By: Robin Korth, Deputy Finance Officer

BACKGROUND INFORMATION:

SEL approval requested for the Oasis Bar and Fireside Lounge for Music on Main on 07/01/2026 and 08/26/2026

ATTACHMENTS:

[SEL Oasis Music on Main](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Apr 29 2026

City of Sturgis
SPECIAL EVENTS
Alcoholic Beverage License Application

Business Name: Oasis Bar and Fireside Lounge Owner Name: PSI Enterprises, LLC Address: 1145 Main St. Telephone #: PO Box 1000 Date of Event: Sturgis, SD 57785 (303) 263-5644	Description of Event: Serve at Battle of the Bands Pre-Party June 5th and Music on Main events July 1st and August 26th
--	--

Location of Event (Street Address): Harley Davidson Rally Point
 985 Harley Davidson Way
 Sturgis, SD 57785

Map of premises where alcohol sales will occur

If separated from a non-alcohol site, how will you keep separate:
 Open Container boundaries are marked for these events.

Check which license you currently hold: Malt Beverage Liquor Wine

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

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

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

TOTAL AMOUNT DUE \$300

Copy of Current Valid Alcoholic Beverage License

Has applicant requested use of City property as part of license request? Yes No
 Copy of request attached

Signature *Robyn Bradley* Date 3/10/26
BUSINESS OWNER OR CORPORATE OFFICER ONLY

OFFICE USE ONLY:

No public hearing is required for the issuance of a special event license pursuant to this section if the person applying for the special event license holds an eligible permanent license and the special event license is to be used on publicly-owned property.

COUNCIL DECISION: Approved Disapproved Date approved: _____

City Council
STAFF REPORT



Meeting Date: City Council - May 04 2026

Agenda Item: Consideration to approve a SEL for the Loud American Sturgis for Music on Main on 07/08/2026 and 09/02/2026.

Prepared By: Robin Korth, Deputy Finance Officer

BACKGROUND INFORMATION:

SEL approval requested for the Loud American Sturgis for Music on Main on 07/08/2026 and 09/02/2026. 09/02/2026 will also be the Community Appreciation Picnic.

ATTACHMENTS:

[SEL Loud American Music on Main](#)

[SEL Loud American Community Picnic](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Apr 29 2026

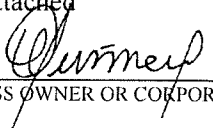
License # _____

City of Sturgis
SPECIAL EVENTS
Alcoholic Beverage License Application

Business Name: Loud American Sturgis
Owner Name: HomeSlice Management, LLC
Address: 1612 Junction Ave, Ste 4 Sturgis, SD 57785
Telephone #: 605-343-6161
Date of Event: 7/8/2026

Description of Event:
Serve for 2026 Music on Main

Location of Event (Street Address):
2nd St Sturgis, SD 57785
1040 Harley-Davidson Way Sturgis, SD 57785
Map of premises where alcohol sales will occur
Please see attached
If separated from a non-alcohol site, how will you keep separate:

Check which license you currently hold: Malt Beverage Liquor Wine
Check which license is requested for Special Event: Malt Beverage Liquor Wine
Do you own or lease this property? If leasing, please include copy of lease agreement.
Also Include:
 Proof of Insurance (ATTACH A VALID COPY OF CERTIFICATE OF INSURANCE OR LETTER FROM INSURER CONFIRMING THE POLICY IS IN PLACE NAMING THE CITY OF STURGIS AS AN ADDITIONAL INSURED FOR THE ACTIVITES DESCRIBED IN THE SPECIAL EVENT APPLICATION.)
 \$100 per day fee for Liquor License. No. of Days _____ X \$100 = _____ Total
 \$ 50 per day fee for Malt Beverage License. No. of Days 1 X \$ 50 = \$50 Total
 \$ 50 per day fee for Wine License. No. of Days 1 X \$ 50 = \$50 Total
TOTAL AMOUNT DUE \$100
 Copy of Current Valid Alcoholic Beverage License
Has applicant requested use of City property as part of license request? Yes No
 Copy of request attached
Signature  Date 3/30/26
BUSINESS OWNER OR CORPORATE OFFICER ONLY

OFFICE USE ONLY:
No public hearing is required for the issuance of a special event license pursuant to this section if the person applying for the special event license holds an eligible permanent license and the special event license is to be used on publicly-owned property.
COUNCIL DECISION: Approved Disapproved Date approved: _____

HOMESLICE MANAGEMENT LLC
LOUD AMERICAN STURGIS
333 WEST BLVD STE 200
RAPID CITY, SD 57701-4121

December 15, 2025

Dear HOMESLICE MANAGEMENT LLC

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

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

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

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



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

<http://dor.sd.gov>

ISSUE DATE: 01/01/2026

EXPIRATION DATE: 12/31/2026

LICENSE NUMBER: RL-6170

LICENSE TYPE: Retail On-Sale Liquor

ISSUED TO:

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

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

Mike Houdyshell
Secretary of Revenue

2nd St



Sports, Adventure, Fun
Sporting goods store

2nd St

2nd St

Oasis Bar & Lounge



2nd St

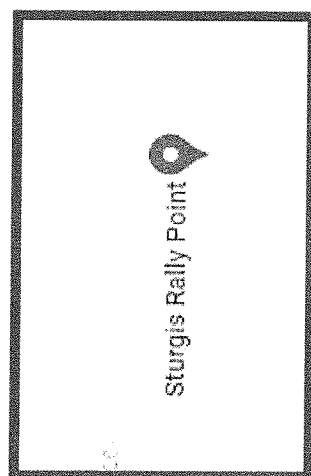
ATM



2nd St

Main St

Main St



Sturgis Rally Point

Main St

Main St

License # _____

City of Sturgis SPECIAL EVENTS Alcoholic Beverage License Application

Business Name: Loud American Sturgis
Owner Name: HomeSlice Management, LLC
Address: 1612 Junction Ave, Ste 4 Sturgis, SD 57785
Telephone #: 605-343-6161
Date of Event: 9/2/2026

Description of Event:
The Community Appreciation Picnic will take place at Harley-Davidson Rally Point from 5pm-7pm on Wednesday September 2nd 2026. The event will include a free community BBQ, live music, and alcoholic beverages for sale.

Location of Event (Street Address):
2nd St Sturgis, SD 57785
1040 Harley-Davidson Way Sturgis, SD 57785
Map of premises where alcohol sales will occur
Please see attached
If separated from a non-alcohol site, how will you keep separate:

Check which license you currently hold: [] Malt Beverage [X] Liquor [] Wine
Check which license is requested for Special Event: [X] Malt Beverage [] Liquor [X] Wine
Do you [] own or [] lease this property? If leasing, please include copy of lease agreement.
Also Include:
[X] Proof of Insurance (ATTACH A VALID COPY OF CERTIFICATE OF INSURANCE OR LETTER FROM INSURER CONFIRMING THE POLICY IS IN PLACE NAMING THE CITY OF STURGIS AS AN ADDITIONAL INSURED FOR THE ACTIVITES DESCRIBED IN THE SPECIAL EVENT APPLICATION.)
[] \$100 per day fee for Liquor License. No. of Days _____ X \$100 = _____ Total
[X] \$ 50 per day fee for Malt Beverage License. No. of Days 1 X \$ 50 = \$50 Total
[X] \$ 50 per day fee for Wine License. No. of Days 1 X \$ 50 = \$50 Total
TOTAL AMOUNT DUE \$100
[X] Copy of Current Valid Alcoholic Beverage License
Has applicant requested use of City property as part of license request? [] Yes [X] No
[] Copy of request attached
Signature [Signature] Date 3/30/26
BUSINESS OWNER OR CORPORATE OFFICER ONLY

OFFICE USE ONLY:
No public hearing is required for the issuance of a special event license pursuant to this section if the person applying for the special event license holds an eligible permanent license and the special event license is to be used on publicly-owned property.
COUNCIL DECISION: [] Approved [] Disapproved Date approved: _____

HOMESLICE MANAGEMENT LLC
LOUD AMERICAN STURGIS
333 WEST BLVD STE 200
RAPID CITY, SD 57701-4121

December 15, 2025

Dear HOMESLICE MANAGEMENT LLC

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

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

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

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



<http://dor.sd.gov>

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ISSUE DATE: 01/01/2026

EXPIRATION DATE: 12/31/2026

LICENSE NUMBER: RL-6170

LICENSE TYPE: Retail On-Sale Liquor

ISSUED TO:

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

LOUD AMERICAN STURGIS

1305 MAIN ST

STURGIS, SD 57785-1528

A handwritten signature in black ink, appearing to read 'Mike Houdyshell', is written over a white background.

Mike Houdyshell
Secretary of Revenue

11

2nd St

900-538

2nd St

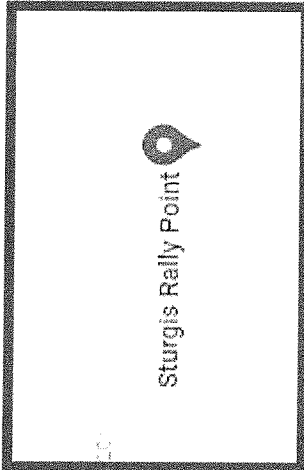
2nd St

2nd St

Sports, Adventure, Fun
Sporting goods store
925

Die's Bar & Lounge

ATM



Main St

Main St

Main St

Main St

City Council
STAFF REPORT



Meeting Date: City Council - May 04 2026

Agenda Item: Consideration to approve a SEL for the Loud American Roadhouse for a wedding reception at the Sturgis Armory on June 26, 2026.

Prepared By: Robin Korth, Deputy Finance Officer

BACKGROUND INFORMATION:

This event will be held at the Sturgis Armory on June 26, 2026 from 5:30 pm - 12 am. The Loud American will prepare and serve the bar.

BUDGET IMPACT:

None

ATTACHMENTS:

[SEL Loud American Reception 06262026](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Apr 29 2026

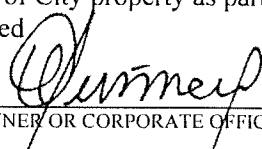
License # _____

City of Sturgis
SPECIAL EVENTS
Alcoholic Beverage License Application

Business Name: Loud American Sturgis
Owner Name: HomeSlice Management, LLC
Address: 1612 Junction Ave Ste 4 Sturgis, SD 57785
Telephone #: 605-343-6161
Date of Event: 6/26/2026

Description of Event:
Wedding reception to take place on
June 26, 2026 at the Sturgis Armory.
The Loud American will prepare & serve the
bar from 5:30pm - 12am.

Location of Event (Street Address):
1019 Main St Sturgis, SD 57785. Sturgis Armory
Map of premises where alcohol sales will occur
Please see attached
If separated from a non-alcohol site, how will you keep separate:

Check which license you currently hold: Malt Beverage Liquor Wine
Check which license is requested for Special Event: Malt Beverage Liquor Wine
Do you own or lease this property? If leasing, please include copy of lease agreement.
Also Include:
 Proof of Insurance (ATTACH A VALID COPY OF CERTIFICATE OF INSURANCE OR LETTER FROM INSURER
CONFIRMING THE POLICY IS IN PLACE NAMING THE CITY OF STURGIS AS AN ADDITIONAL INSURED FOR
THE ACTIVITES DESCRIBED IN THE SPECIAL EVENT APPLICATION.)
 \$100 per day fee for Liquor License. No. of Days 1 X \$100 = \$100 Total
 \$ 50 per day fee for Malt Beverage License. No. of Days _____ X \$ 50 = _____ Total
 \$ 50 per day fee for Wine License. No. of Days _____ X \$ 50 = _____ Total
TOTAL AMOUNT DUE \$100
 Copy of Current Valid Alcoholic Beverage License
Has applicant requested use of City property as part of license request? Yes No
 Copy of request attached
Signature  Date 3/25/2026
BUSINESS OWNER OR CORPORATE OFFICER ONLY

OFFICE USE ONLY:
No public hearing is required for the issuance of a special event license pursuant to this section if the person applying for the special event license holds an eligible permanent license and the special event license is to be used on publicly-owned property.
COUNCIL DECISION: Approved Disapproved Date approved: _____

HOMESLICE MANAGEMENT LLC
LOUD AMERICAN STURGIS
333 WEST BLVD STE 200
RAPID CITY, SD 57701-4121

December 15, 2025

Dear HOMESLICE MANAGEMENT LLC

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

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

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

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



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<http://dor.sd.gov>

ISSUE DATE 01/01/2026

EXPIRATION DATE 12/31/2026

LICENSE NUMBER: RL-6170

LICENSE TYPE: Retail On-Sale Liquor

ISSUED TO:

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

LOUD AMERICAN STURGIS

1305 MAIN ST

STURGIS, SD 57785-1528

Mike Houdyshell
Secretary of Revenue



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/26/2026

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			H0171PK000108	10/31/2025	10/31/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Liquor Liability	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			H0171PK000108	10/31/2025	10/31/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Certificate holder is an additional insured for where insured will prepare and serve the bar from 5:30 PM – 12:00 Midnight at the Sturgis Armory, 1019 Main Street, Sturgis, SD 57785.

CERTIFICATE HOLDER**CANCELLATION**

City of Sturgis
 1040 Harley Davidson Way

Sturgis

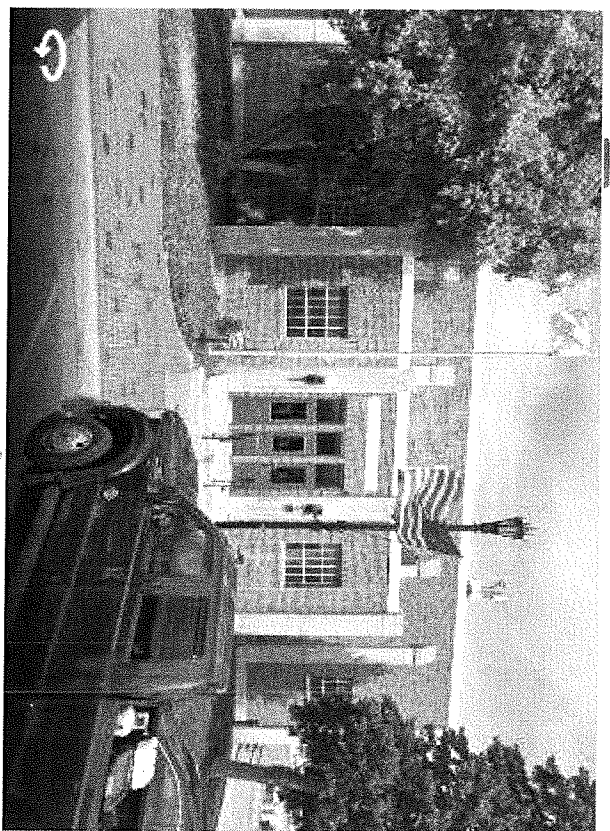
SD 57785

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

AUTHORIZED REPRESENTATIVE



Main St



ine

1019 Main St
Sturgis, SD 57785

Sturgis Auditorium

Uncle Louie's Diner

property

Main St

Main St

Main St

City Council
STAFF REPORT



Meeting Date: City Council - May 04 2026

Agenda Item: Consideration to approve a SEL for the Sturgis Brewing Company for the 2026 Fall Festival on October 10, 2026.

Prepared By: Robin Korth, Deputy Finance Officer

BACKGROUND INFORMATION:

The Sturgis Brewing Company is requesting a SEL for the Chamber's 2026 Sturgis Fall Festival. The family-friendly Festival will include activity booths, musical entertainment, and food & drink at Harley-Davidson Rally Point. This event was previously approved by City Council with Resolution 2026-08.

ATTACHMENTS:

[SEL SBC Fall Festival](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Apr 29 2026

City of Sturgis
SPECIAL EVENTS
Alcoholic Beverage License Application

Business Name: Sturgis Brewing Co
Owner Name: Bryan Carter
Address: 600 Anna St Sturgis
Telephone #: 405-720-2337
Date of Event: October 10

Description of Event:
Sturgis Fall Festival

Location of Event (Street Address):
Harley Davidson Rally Point
Map of premises where alcohol sales will occur

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

Check which license you currently hold: Malt Beverage Liquor Wine
Check which license is requested for Special Event: Malt Beverage Liquor Wine
Do you own or lease this property? If leasing, please include copy of lease agreement.
Also Include:
 Proof of Insurance (ATTACH A VALID COPY OF CERTIFICATE OF INSURANCE OR LETTER FROM INSURER CONFIRMING THE POLICY IS IN PLACE NAMING THE CITY OF STURGIS AS AN ADDITIONAL INSURED FOR THE ACTIVITIES DESCRIBED IN THE SPECIAL EVENT APPLICATION.)
 \$100 per day fee for Liquor License. No. of Days _____ X \$100 = _____ Total
 \$ 50 per day fee for Malt Beverage License. No. of Days 1 X \$ 50 = 50 Total
 \$ 50 per day fee for Wine License. No. of Days 1 X \$ 50 = 50 Total
TOTAL AMOUNT DUE 100
 Copy of Current Valid Alcoholic Beverage License
Has applicant requested use of City property as part of license request? Yes No
 Copy of request attached
Signature Bryan Carter Date 8-31-2024
BUSINESS OWNER OR CORPORATE OFFICER ONLY

OFFICE USE ONLY:
No public hearing is required for the issuance of a special event license pursuant to this section if the person applying for the special event license holds an eligible permanent license and the special event license is to be used on publicly-owned property.
COUNCIL DECISION: Approved Disapproved Date approved: _____

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

December 15, 2025

Dear STURGIS BREWING COMPANY, LLC

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

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

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

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



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

<http://dor.sd.gov>

ISSUE DATE 01/01/2026

EXPIRATION DATE 12/31/2026

LICENSE NUMBER: RW-27433

LICENSE TYPE: Retail On & Off Sale Wine

ISSUED TO:

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

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

A handwritten signature in black ink, appearing to read 'Mike Houdyshell', is written over a faint grid background.

Mike Houdyshell
Secretary of Revenue

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

June 17, 2025

Dear STURGIS BREWING COMPANY, LLC

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

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

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

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



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

<http://dor.sd.gov>

ISSUE DATE: 07/01/2025

EXPIRATION DATE: 06/30/2026

LICENSE NUMBER: RB-27432

LICENSE TYPE: Retail On and Off Sale Malt Beverage

ISSUED TO:

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

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

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

Mike Houdyshell
Secretary of Revenue

City Council
STAFF REPORT



Meeting Date: City Council - May 04 2026

Agenda Item: Consideration of Use of City Property for the Northern Hills Community Band at Harley-Davidson Rally Point for two concerts.

Prepared By: Robin Korth, Deputy Finance Officer

BACKGROUND INFORMATION:

The Northern Hills Community Band would like to request use of Harley-Davidson Rally Point for June 28 & July 19, 2026 from 6-8:30 pm for two concerts for the citizens of Sturgis. They have previously used the venue and we have had no problems. They provide their own sound system so they do not use the City's. They will use the lighting. They are a nonprofit and have provided a 501(c)(3) to verify.

ATTACHMENTS:

[Northern Hills Community Band Concerts](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Apr 29 2026

Special Event & Use of City Property Application

(Updated April 2025)

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

FILL OUT COMPLETELY OR IT WILL NOT BE APPROVED!

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

Event Title: Northern Hills Community Band Concerts

Event Date: June 28 and July 19, 2026 Hours: 6-8:30 pm

Sponsoring Organization: Sturgis Area Arts Council & First Interstate Bank Nonprofit

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

Applicant Information: Name: Christopher Hahn Email: chahn@sturgisgov.com

Phone: 605-347-2624

Address: 1040 Harley-Davidson Way Sturgis SD 57785
Street/PO Box City State Zip Code

Contact Person on day of event: Christopher Hahn Phone: 605-639-9888

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

Event Information

Anticipated Attendance (Contestants/Spectators) 200+

Type of Event: Band Concert Admission/entry cost: Free event

Purpose of Event: Entertainment

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

Set up date/time: 6 pm both evenings Tear down date/time: 8 pm both evenings

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

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

1

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



Does this event include the use of: Music, Fireworks, Special Lighting, Sound System (Circle what's used) Please explain: We will provide our own sound system but we will use the Rally Point lighting system. Dr. Hahn will coordinate that with Finance staff.

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

Affidavit of Applicant

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

Applicant: Christopher Hahn Signature: [Handwritten Signature] Date: 4/21/26
(print)

Insurance Requirements

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

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

Name of Insurance Company: _____

Agent: _____ Business Phone: _____

Address: _____
Street City State Zip Code

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

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

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

City Council
STAFF REPORT



Meeting Date: City Council - May 04 2026

Agenda Item: Consideration to approve a SEL for the Loud American Sturgis for Live Music, Food & Shopping for the 2026 Sturgis Motorcycle Rally from 8/05/26-08/16/26.

Prepared By: Robin Korth, Deputy Finance Officer

BACKGROUND INFORMATION:

SEL approval requested for the Loud American Roadhouse for Live Music, Food & Shopping for the 2026 Sturgis Motorcycle Rally from 8/05/26-8/16/26.

ATTACHMENTS:

[SEL Loud American 2026 Sturgis Rally](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Apr 29 2026

License # _____

City of Sturgis
SPECIAL EVENTS
Alcoholic Beverage License Application

Business Name: Loud American Sturgis
Owner Name: HomeSlice Management, LLC
Address: 1612 Junction Ave Ste 4 Sturgis, SD 57785
Telephone #: 605-343-6161
Date of Event: 8/5/2026 - 8/16/2026

Description of Event:

Live Music, Food & Shopping for 2026
Sturgis Motorcycle Rally

Location of Event (Street Address):
1337 Main Exchange
1337 Main St Sturgis, SD 57785
Map of premises where alcohol sales will occur
Please see attached

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

Check which license you currently hold: Malt Beverage Liquor Wine

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

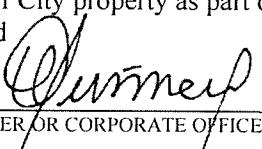
Also Include:
 Proof of Insurance (ATTACH A VALID COPY OF CERTIFICATE OF INSURANCE OR LETTER FROM INSURER CONFIRMING THE POLICY IS IN PLACE NAMING THE CITY OF STURGIS AS AN ADDITIONAL INSURED FOR THE ACTIVITIES DESCRIBED IN THE SPECIAL EVENT APPLICATION.)

 \$100 per day fee for Liquor License. No. of Days 12 X \$100 = \$1200 Total
 \$ 50 per day fee for Malt Beverage License. No. of Days _____ X \$ 50 = _____ Total
 \$ 50 per day fee for Wine License. No. of Days _____ X \$ 50 = _____ Total

TOTAL AMOUNT DUE \$1200

 Copy of Current Valid Alcoholic Beverage License

Has applicant requested use of City property as part of license request? Yes No
 Copy of request attached

Signature  Date 3/30/26
BUSINESS OWNER OR CORPORATE OFFICER ONLY

OFFICE USE ONLY:

No public hearing is required for the issuance of a special event license pursuant to this section if the person applying for the special event license holds an eligible permanent license and the special event license is to be used on publicly-owned property.

COUNCIL DECISION: Approved Disapproved Date approved: _____

HOMESLICE MANAGEMENT LLC
LOUD AMERICAN STURGIS
333 WEST BLVD STE 200
RAPID CITY, SD 57701-4121

December 15, 2025

Dear HOMESLICE MANAGEMENT LLC

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

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

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

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



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

<http://dor.sd.gov>

ISSUE DATE: 01/01/2026

EXPIRATION DATE: 12/31/2026

LICENSE NUMBER: RL-6170

LICENSE TYPE: Retail On-Sale Liquor

ISSUED TO:

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

LOUD AMERICAN STURGIS

1305 MAIN ST

STURGIS, SD 57785-1528

A handwritten signature in black ink, appearing to read 'Mike Houdyshell', is written over a light blue background.

Mike Houdyshell
Secretary of Revenue



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2026

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.

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

COVERAGES


CERTIFICATE NUMBER:

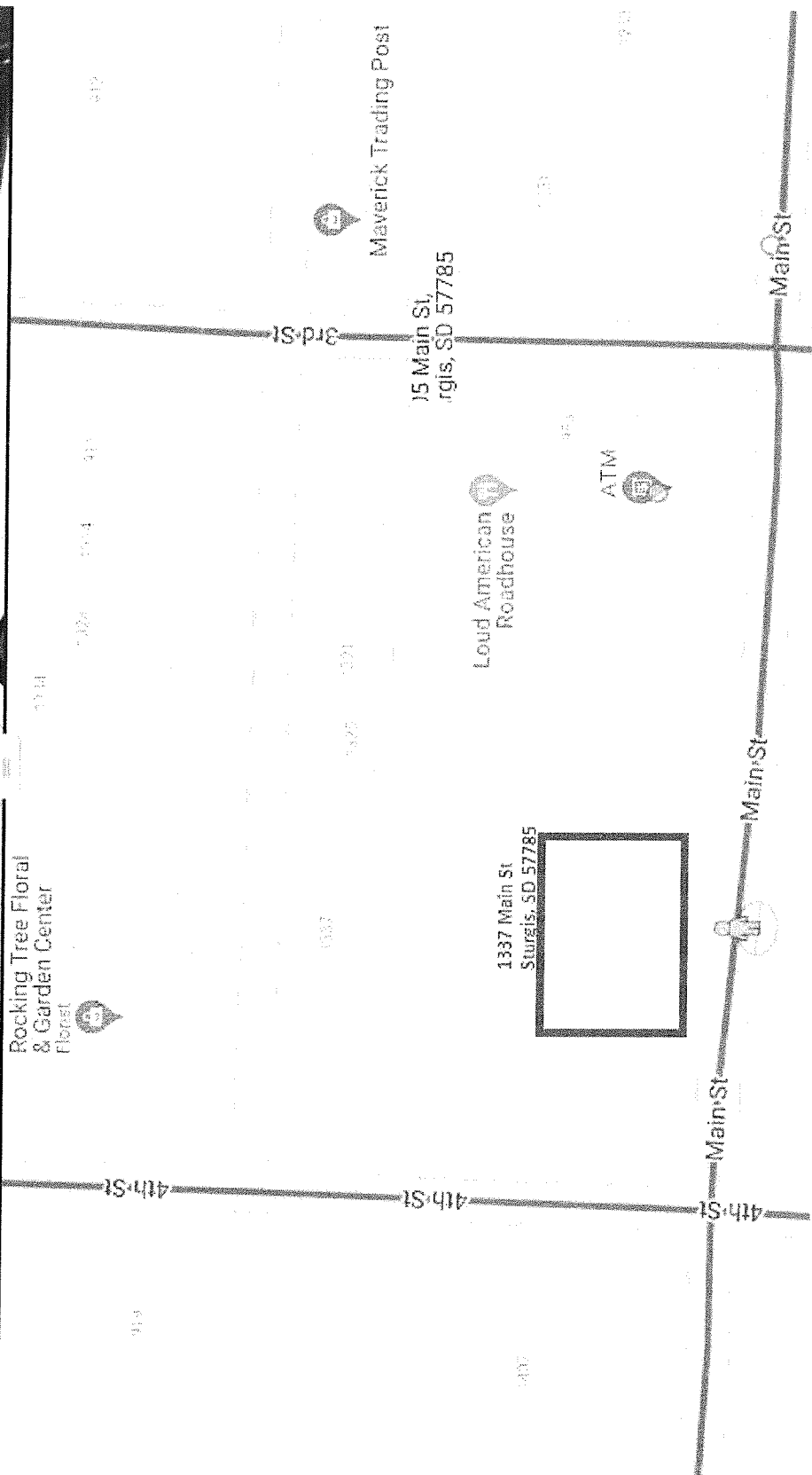
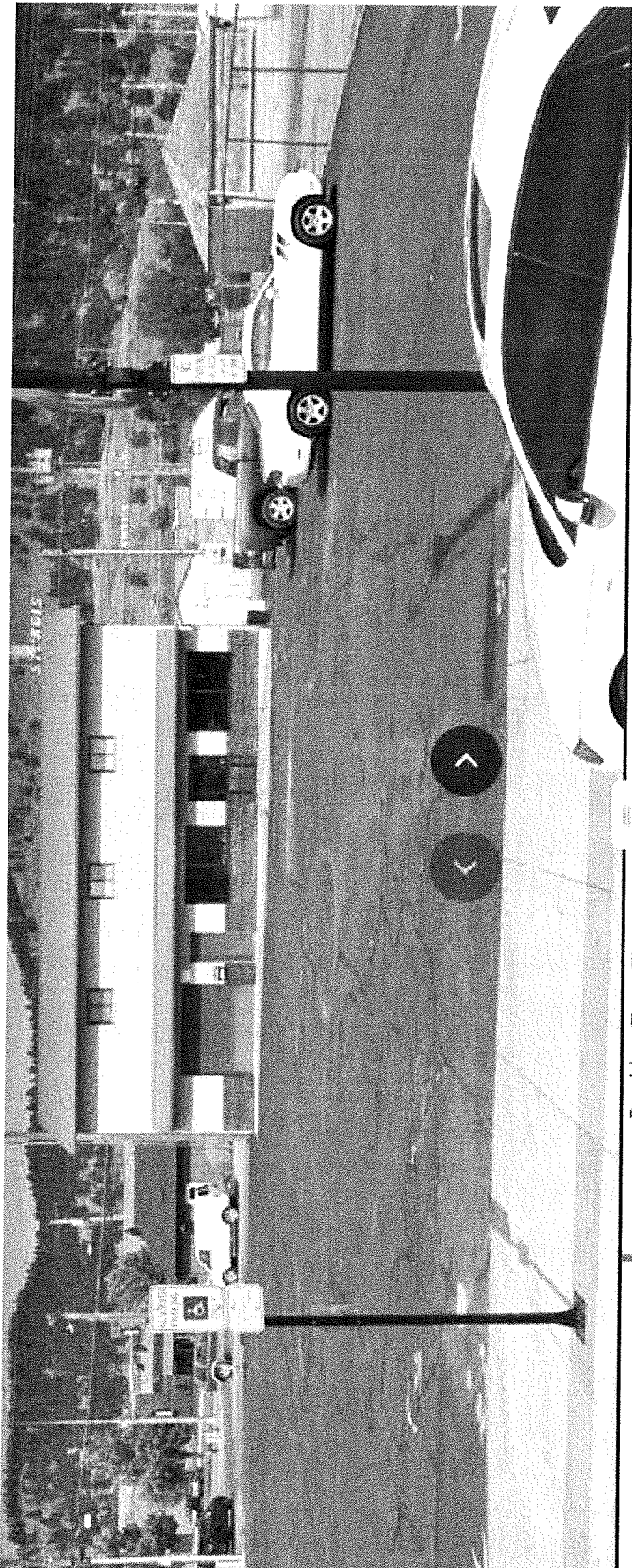
REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			H0171PK000108	10/31/2025	10/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			H0171PK000108	10/31/2025	10/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured for serving alcohol at 1337 Main for the Sturgis Motorcycle Rally from 08/05/2026 - 08/16/2026.

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



Meeting Date: City Council - May 04 2026

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 a portion of 2025 and all of 2026. Abatement application or supporting documents for this exemption is confidential per SDCL 10-4-40.

DISCUSSION:

Requesting refund/abatement for June-Dec 2025 and exemption for all of the 2026 taxes for parcel 01.73.03.14.

RECOMMENDATION:

Motion to approve

ATTACHMENTS:

[SDCL 10-4-40 & 10-4-41](#)

[Veterans Exemption Brochure](#)

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Apr 30 2026

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.

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.



What can we do for you today?

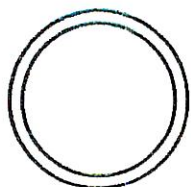
The South Dakota Department of Revenue consistently provides a positive experience by partnering with their customers to understand their needs while guiding them to useful solutions with expertise, easy-to-use online tools and a human touch.

For additional assistance:

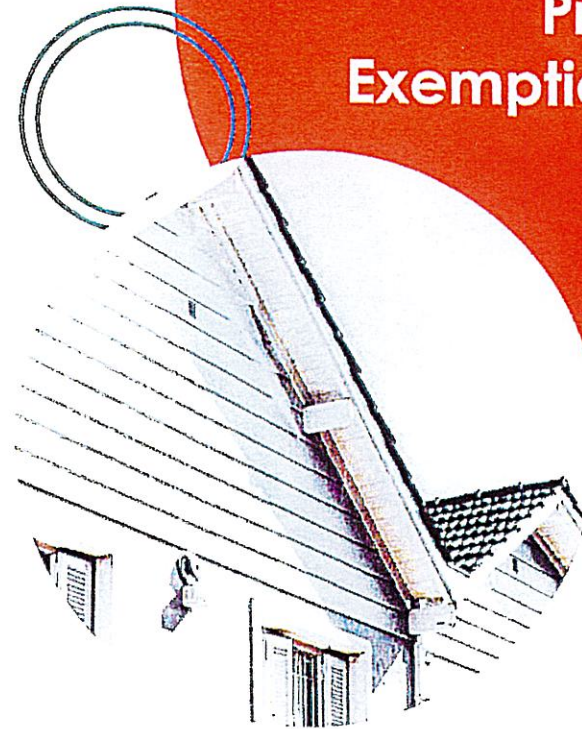
Phone: 1-800-829-9188

Email: proptaxin@state.sd.us

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



Disabled Veteran Property Tax Exemption Program

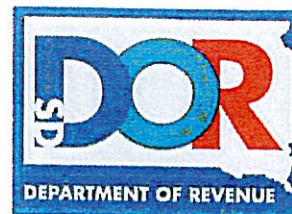


What's inside:

What the Program Does

Eligibility

How to Apply



Contact Us

1-800-829-9188

proptaxin@state.sd.us

<https://dor.sd.gov>

December
2024

Relief Programs

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Assessment 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



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"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:
<https://dor.sd.gov/individuals/taxes/property-tax/relief-programs/>



Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Ambulance					
STURGIS VOLUNTEER FIRE DEPT	STURGIS VOLUNTEER FIRE DEPT	644-3470-03670 Contr & Donation Priva	Donation paid to Amb 1/2 to Fire	187.50	04/23/2026
Total Ambulance:				187.50	
Total :				187.50	
Mayor & Council					
General					
AT&T MOBILITY	AT&T MOBILITY	101-4111-42800 Utilities	Phones April 2026	46.50	04/15/2026
Total General:				46.50	
Total Mayor & Council:				46.50	
Finance Office					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4142-41500 Group Insurance	FSA/HSA Adm Fees Feb 2026	12.75	03/10/2026
AT&T MOBILITY	AT&T MOBILITY	101-4142-42800 Utilities	Phones April 2026	46.50	04/15/2026
Total General:				59.25	
Total Finance Office:				59.25	
Human Resources					
General					
AT&T MOBILITY	AT&T MOBILITY	101-4143-42800 Utilities	Phones April 2026	46.50	04/15/2026
Total General:				46.50	
Total Human Resources:				46.50	
City Administrator					
General					
A & B BUSINESS	A & B BUSINESS	101-4144-42400 Rent	Copier Leases	116.03	04/20/2026
AT&T MOBILITY	AT&T MOBILITY	101-4144-42800 Utilities	Phones April 2026	46.50	04/15/2026
Total General:				162.53	
Total City Administrator:				162.53	

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Information Technology					
General					
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof Fees	900.00	02/19/2026
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof fees	750.00	03/19/2026
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof Fees	660.00	03/19/2026
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof Fees	460.00	03/19/2026
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof Fees	930.00	04/04/2026
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof Fees	980.00	04/18/2026
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof fees	200.00	04/18/2026
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof Fees	560.00	04/25/2026
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof Fees	540.00	04/25/2026
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof fees	160.00	04/25/2026
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42600 Supplies & Materials	Hardware GIS PC	139.99	02/19/2026
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42600 Supplies & Materials	Hardware Amb	149.99	03/19/2026
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42600 Supplies & Materials	Power Adapter	46.99	04/25/2026
Total General:				6,476.97	
Total Information Technology:				6,476.97	
Buildings					
General					
A & J SURPLUS	A & J SURPLUS	101-4192-42500 Repairs & Maintenance	Wire for welder for repair	21.99	04/06/2026
AMICK SOUND, INC.	AMICK SOUND, INC.	101-4192-42500 Repairs & Maintenance	Fire alarm monitoring April 2026	34.24	04/13/2026
ECOLAB PEST ELIMINATOR DIV	ECOLAB PEST ELIMINATOR DIV	101-4192-42500 Repairs & Maintenance	Ant program	133.92	04/16/2026
ECOLAB PEST ELIMINATOR DIV	ECOLAB PEST ELIMINATOR DIV	101-4192-42500 Repairs & Maintenance	Pest Control	186.62	04/16/2026
ECOLAB PEST ELIMINATOR DIV	ECOLAB PEST ELIMINATOR DIV	101-4192-42500 Repairs & Maintenance	Pest Control PW	150.00	04/16/2026
G & R CONTROLS, INC.	G & R CONTROLS, INC.	101-4192-42500 Repairs & Maintenance	Onsite customer training on "Desigo", observed & resolved networking issues & renewed both certificates-City Hall building.	744.60	04/09/2026
RASMUSSEN MECHANICAL SERVICES INC.	RASMUSSEN MECHANICAL SERVICE	101-4192-42500 Repairs & Maintenance	Boiler in East side of PW building	272.58	04/17/2026
STURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4192-42500 Repairs & Maintenance	Paint for table frame at City Hall	6.99	03/05/2026
ALSCO, INC	ALSCO, INC	101-4192-42600 Supplies & Materials	Rugs & towels PW	285.29	04/16/2026
SERVALL TOWEL & LINEN	SERVALL TOWEL & LINEN	101-4192-42600 Supplies & Materials	Rugs City Hall	55.83	04/15/2026
SERVALL TOWEL & LINEN	SERVALL TOWEL & LINEN	101-4192-42600 Supplies & Materials	Rugs Library	60.71	04/15/2026
AT&T MOBILITY	AT&T MOBILITY	101-4192-42800 Utilities	Phones April 2026	46.50	04/15/2026
Total General:				1,999.27	
Total Buildings:				1,999.27	

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Custodial					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4193-41500 Group Insurance	FSA/HSA Adm Fees Feb 2026	4.50	03/10/2026
Total General:				4.50	
Total Custodial:				4.50	
Planning and Permitting					
General					
ABERNATHY, LAURA	ABERNATHY, LAURA	101-4196-42200 Professional Fees	Prof Fees GIS	1,050.00	04/29/2026
ONLINE SOLUTIONS, LLC	ONLINE SOLUTIONS, LLC	101-4196-42200 Professional Fees	Annual Subscription Citizenserve	19,200.00	02/04/2026
CBH COOPERATIVE - #865928	CBH COOPERATIVE - #865928	101-4196-42600 Supplies & Materials	Fuel Dennis	68.50	04/23/2026
AT&T MOBILITY	AT&T MOBILITY	101-4196-42800 Utilities	Phones April 2026	51.55	04/15/2026
Total General:				20,370.05	
Total Planning and Permitting:				20,370.05	
Fleet Management					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4197-41500 Group Insurance	FSA/HSA Adm Fees Feb 2026	4.00	03/10/2026
OLSON, BRAD	OLSON, BRAD	101-4197-42200 Professional Fees	Reimbursement CDL renewal per new requirement	43.00	04/10/2026
A & B WELDING CO, INC.	A & B WELDING CO, INC.	101-4197-42600 Supplies & Materials	Cylinder rental	53.83	02/20/2026
LAWSON PRODUCTS, INC.	LAWSON PRODUCTS, INC.	101-4197-42600 Supplies & Materials	Heat shrink, connectors, wiper blades, maintenance paint & 5 gal. tank clean	418.39	04/03/2026
OREILLY AUTO PARTS	OREILLY AUTO PARTS	101-4197-42600 Supplies & Materials	Fuel pump #36	129.87	04/16/2026
OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.	101-4197-42600 Supplies & Materials	Filters for fuel island at PW (3)	41.88	04/20/2026
STURGIS NAPA	STURGIS NAPA	101-4197-42600 Supplies & Materials	Drain for oil	62.28	04/08/2026
STURGIS NAPA	STURGIS NAPA	101-4197-42600 Supplies & Materials	Windshield washing fluid	26.94	04/20/2026
STURGIS NAPA	STURGIS NAPA	101-4197-42600 Supplies & Materials	Battery brush	11.96	04/24/2026
TOM'S T'S	TOM'S T'S	101-4197-42600 Supplies & Materials	1 back ordered coat	74.80	02/10/2026
VERIZON WIRELESS	VERIZON WIRELESS	101-4197-42800 Utilities	Phones April 2026	39.71	04/19/2026
Total General:				906.66	
Total Fleet Management:				906.66	
Sponsorship					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4198-41500 Group Insurance--Spo	FSA/HSA Adm Fees Feb 2026	2.00	03/10/2026
GORDON & REES SCULLY MANSUKHANI	GORDON & REES SCULLY MANSUKH	101-4198-42200 Professional Fees	Registration Declarations/Affidavit Filing	800.00	04/21/2026

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
VERIZON WIRELESS	VERIZON WIRELESS	101-4198-42800 Utilites	Phones April 2026	39.71	04/19/2026
Total General:				841.71	
Total Sponsorship:				841.71	
Rally Department					
General					
STURGIS AREA CHAMBER OF COMMERCE	STURGIS AREA CHAMBER OF COMM	101-4199-42200 Professional Fees--Rall	Events Contract May 2026	4,000.00	05/01/2026
VERIZON WIRELESS	VERIZON WIRELESS	101-4199-42800 Utilities--Rally	Phones April 2026	39.71	04/19/2026
Total General:				4,039.71	
Total Rally Department:				4,039.71	
Police					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4211-41500 Group Insurance	FSA/HSA Adm Fees Feb 2026	19.50	03/10/2026
BLACKHILLS.COM	BLACKHILLS.COM	101-4211-42500 Repairs & Maintenance	Spam Filtration	100.00	04/01/2026
CBH COOPERATIVE #119343	CBH COOPERATIVE #119343	101-4211-42600 Supplies & Materials	CBH	2,987.82	03/31/2026
CULVER MECHANICS	CULVER MECHANICS	101-4211-42600 Supplies & Materials	Oil Change - Tire Rotation	103.51	04/14/2026
ON SITE FIRST AID AND SUPPLY	ON SITE FIRST AID AND SUPPLY	101-4211-42600 Supplies & Materials	First Aid Restock PD	69.80	04/21/2026
THE CORNER STATION	THE CORNER STATION	101-4211-42600 Supplies & Materials	Fuel for Academy	52.73	04/07/2026
THE CORNER STATION	THE CORNER STATION	101-4211-42600 Supplies & Materials	Fuel	29.26	04/12/2026
TREADMARK TIRE & SERVICE	TREADMARK TIRE & SERVICE	101-4211-42600 Supplies & Materials	Tire Repair	32.96	04/15/2026
TREADMARK TIRE & SERVICE	TREADMARK TIRE & SERVICE	101-4211-42600 Supplies & Materials	Tire Repair	32.96	04/15/2026
AT&T MOBILITY	AT&T MOBILITY	101-4211-42800 Utilities	Phones April 2026	1,359.97	04/15/2026
VERIZON WIRELESS	VERIZON WIRELESS	101-4211-42800 Utilities	Phones April 2026	40.04	04/19/2026
ALLEN, EDWARD	ALLEN, EDWARD	101-4211-42900 Other	Transport to Reg West	30.00	04/12/2026
PRITCHARD, JUSTIN	PRITCHARD, JUSTIN	101-4211-42900 Other	INMATE TRANSPORT	30.00	03/29/2026
Total General:				4,888.55	
Total Police:				4,888.55	
Animal Shelter					
General					
NORTHERN HILLS VET CLINIC	NORTHERN HILLS VET CLINIC	101-4212-42200 Professional Fees	Rabies Shot - Dobby	23.00	04/10/2026
NORTHERN HILLS VET CLINIC	NORTHERN HILLS VET CLINIC	101-4212-42200 Professional Fees	Emergency Euthanize 2 Dogs	315.04	04/14/2026
NORTHERN HILLS VET CLINIC	NORTHERN HILLS VET CLINIC	101-4212-42200 Professional Fees	Dog Neuter	236.88	04/14/2026
CBH COOPERATIVE - #865928	CBH COOPERATIVE - #865928	101-4212-42600 Supplies & Materials	Fuel	86.01	04/15/2026

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
VERIZON WIRELESS	VERIZON WIRELESS	101-4212-42800 Utilities	Phones April 2026	79.42	04/19/2026
Total General:				740.35	
Total Animal Shelter:				740.35	
Fire					
General					
HOLZER COMMERCIAL DOORS, LLC	HOLZER COMMERCIAL DOORS, LLC	101-4229-42500 Repairs & Maintenance	Repairs & Maint to OHD	750.00	04/13/2026
NORTH CENTRAL INTERNATIONAL, INC.	NORTH CENTRAL INTERNATIONAL, IN	101-4229-42500 Repairs & Maintenance	Valve	217.23	04/06/2026
PATRIOT FIRE AND SAFETY INC	PATRIOT FIRE AND SAFETY INC	101-4229-42500 Repairs & Maintenance	Packings/pump test E2	1,053.23	04/07/2026
STURGIS NAPA	STURGIS NAPA	101-4229-42500 Repairs & Maintenance	Battery	148.97	04/02/2026
COCA COLA BOTTLING COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	101-4229-42600 Supplies & Materials	Water	22.50	04/14/2026
PATRIOT FIRE AND SAFETY INC	PATRIOT FIRE AND SAFETY INC	101-4229-42600 Supplies & Materials	Pump Testing Eng 1	400.73	04/07/2026
PATRIOT FIRE AND SAFETY INC	PATRIOT FIRE AND SAFETY INC	101-4229-42600 Supplies & Materials	Pump Testing E3	400.73	04/07/2026
PATRIOT FIRE AND SAFETY INC	PATRIOT FIRE AND SAFETY INC	101-4229-42600 Supplies & Materials	Pump testing E4	400.73	04/07/2026
Total General:				3,394.12	
Total Fire:				3,394.12	
Streets					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4311-41500 Group Insurance	FSA/HSA Adm Fees Feb 2026	11.00	03/10/2026
A & J SURPLUS	A & J SURPLUS	101-4311-42500 Repairs & Maintenance	Flat metal 12 x 3 #112	4.00	04/06/2026
STURGIS NAPA	STURGIS NAPA	101-4311-42500 Repairs & Maintenance	Ele. throttle body #127	218.13	04/23/2026
STURGIS NAPA	STURGIS NAPA	101-4311-42500 Repairs & Maintenance	Freon #127	49.95	04/23/2026
CBH COOPERATIVE #112407	CBH COOPERATIVE #112407	101-4311-42600 Supplies & Materials	85 Octane Bulk	3,444.18	04/15/2026
CROELL, INC	CROELL, INC	101-4311-42600 Supplies & Materials	City wide	472.00	04/17/2026
LAWSON PRODUCTS, INC.	LAWSON PRODUCTS, INC.	101-4311-42600 Supplies & Materials	Nuts, washers & bolts for signs	112.17	04/03/2026
OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.	101-4311-42600 Supplies & Materials	Fuel filter #38	6.07	03/26/2026
OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.	101-4311-42600 Supplies & Materials	Air filter (2) #82	163.21	04/13/2026
OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.	101-4311-42600 Supplies & Materials	HD oil, 2- air & 2- fuel filters #50	107.14	04/17/2026
OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.	101-4311-42600 Supplies & Materials	Cabin air filter #127	13.20	04/24/2026
STURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4311-42600 Supplies & Materials	Diagonal cut pliers	21.98	04/13/2026
STURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4311-42600 Supplies & Materials	Stretch film -wrapping banners	15.99	04/13/2026
STURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4311-42600 Supplies & Materials	Cable ties for banners	14.99	04/22/2026
STURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4311-42600 Supplies & Materials	Sprayer for asphalt	27.99	04/23/2026
STURGIS NAPA	STURGIS NAPA	101-4311-42600 Supplies & Materials	CREDIT for overpayment	6.07-	03/25/2026
AT&T MOBILITY	AT&T MOBILITY	101-4311-42800 Utilities	Phones April 2026	51.55	04/15/2026

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Total General:				4,727.48	
Total Streets:				4,727.48	
Sanitary Service					
Sanitary Service					
SD SUPPLEMENTAL RETIREMENT PL	SD SUPPLEMENTAL RETIREMENT PL	612-4323-41100 Salaries	Jay Johnson Special Payout	45.00	04/24/2026
SD SUPPLEMENTAL RETIREMENT PL	SD SUPPLEMENTAL RETIREMENT PL	612-4323-41100 Salaries	Jay Johnson Special Payout	16,199.66	04/24/2026
NUESYNERGY, INC	NUESYNERGY, INC	612-4323-41500 Group Insurance	FSA/HSA Adm Fees Feb 2026	10.75	03/10/2026
A & B BUSINESS	A & B BUSINESS	612-4323-42400 Rent	Copier Leases	172.09	04/20/2026
INLAND TRUCK PARTS	INLAND TRUCK PARTS	612-4323-42500 Repairs & Maintenance	Tube-Injector fuel (2) & freight #74	421.37	04/14/2026
GREAT WESTERN TIRE COMPANY	GREAT WESTERN TIRE COMPANY	612-4323-42600 Supplies & Materials	Flat repair #311	32.95	04/20/2026
OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.	612-4323-42600 Supplies & Materials	Filter-fuel island at Rubble Site	13.96	04/21/2026
CENTURY LINK	CENTURY LINK	612-4323-42800 Utilities	Utilities April 2026	104.18	04/19/2026
VERIZON WIRELESS	VERIZON WIRELESS	612-4323-42800 Utilities	Phones April 2026	79.72	04/19/2026
Total Sanitary Service:				17,079.68	
Total Sanitary Service:				17,079.68	
Wastewater Facilities					
Wastewater Facilities					
NUESYNERGY, INC	NUESYNERGY, INC	604-4325-41500 Group Insurance	FSA/HSA Adm Fees Feb 2026	8.75	03/10/2026
MID-AMERICAN RESEARCH CHEMICAL	MID-AMERICAN RESEARCH CHEMICA	604-4325-42500 Repairs & Maintenance	HC Bac Enzym. packets	996.80	04/23/2026
NORTHWEST PIPE FITTINGS	NORTHWEST PIPE FITTINGS	604-4325-42500 Repairs & Maintenance	Alum. adaptor & Ell thrd WWTP	36.76	04/20/2026
FOOTHILLS SEED, INC.	FOOTHILLS SEED, INC.	604-4325-42600 Supplies & Materials	Grass seed 50#	262.50	04/16/2026
OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.	604-4325-42600 Supplies & Materials	Oil filter for mower at WWTP	4.41	04/23/2026
AT&T MOBILITY	AT&T MOBILITY	604-4325-42800 Utilities	Phones April 2026	144.55	04/15/2026
VERIZON WIRELESS	VERIZON WIRELESS	604-4325-42800 Utilities	Phones April 2026	85.32	04/19/2026
Total Wastewater Facilities:				1,539.09	
Total Wastewater Facilities:				1,539.09	
Water System Operations					
Water System Operations					
NUESYNERGY, INC	NUESYNERGY, INC	602-4330-41500 Group Insurance	FSA/HSA Adm Fees Feb 2026	8.75	03/10/2026
MIDCONTINENT TESTING LAB, INC.	MIDCONTINENT TESTING LAB, INC.	602-4330-42200 Professional Fees	Water testing 12 locations	322.00	04/16/2026
CROELL, INC	CROELL, INC	602-4330-42500 Repairs & Maintenance	City wide	708.00	04/17/2026
HAWKINS, INC.	HAWKINS, INC.	602-4330-42500 Repairs & Maintenance	Chlorine gas injection pump rebuild kit	181.00	04/24/2026

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
FERGUSON WATERWORKS #2516	FERGUSON WATERWORKS #2516	602-4330-42600 Supplies & Materials	Curb st, cop tube QJ coup & minn curb bx	917.54	04/15/2026
G & H DISTRIBUTING, INC.	G & H DISTRIBUTING, INC.	602-4330-42600 Supplies & Materials	Blue marking flags 700 count	100.31	03/17/2026
HAWKINS, INC.	HAWKINS, INC.	602-4330-42600 Supplies & Materials	Chlorine cylinder rental	170.00	04/15/2026
HAWKINS, INC.	HAWKINS, INC.	602-4330-42600 Supplies & Materials	Chlorine	1,180.50	04/16/2026
OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.	602-4330-42600 Supplies & Materials	Oil filter #46	4.41	04/20/2026
AT&T MOBILITY	AT&T MOBILITY	602-4330-42800 Utilities	Phones April 2026	98.05	04/15/2026
VERIZON WIRELESS	VERIZON WIRELESS	602-4330-42800 Utilities	Phones April 2026	139.15	04/19/2026
SD DEPT OF AGRICULTURE	SD DEPT OF AGRICULTURE	602-4330-42900 Other	DANR permit 2026	100.00	04/15/2026
Total Water System Operations:				3,929.71	
Total Water System Operations:				3,929.71	
Airport					
General					
BURNHAM, ROGER	BURNHAM, ROGER	101-4350-42200 Professional Fees	Contract & backpay	5,550.78	05/01/2026
CENTURY LINK	CENTURY LINK	101-4350-42800 Utilities	Utilities Apr 2026	268.77	04/19/2026
Total General:				5,819.55	
Total Airport:				5,819.55	
Cemetery					
General					
POWERPLAN	POWERPLAN	101-4370-42500 Repairs & Maintenance	Coupling & universal drive #20	705.46	04/14/2026
A & J SURPLUS	A & J SURPLUS	101-4370-42600 Supplies & Materials	Cutting disc & grinding disc	36.33	04/06/2026
STURGIS NAPA	STURGIS NAPA	101-4370-42600 Supplies & Materials	Hose for grease gun (shorter)	8.19	04/27/2026
STURGIS NAPA	STURGIS NAPA	101-4370-42600 Supplies & Materials	Grease gun hose (longer)	10.78	04/27/2026
Total General:				760.76	
Total Cemetery:				760.76	
Ambulance					
Ambulance					
NUESYNERGY, INC	NUESYNERGY, INC	644-4460-41500 Group Insurance	FSA/HSA Adm Fees Feb 2026	19.50	03/10/2026
BLACKHILLS.COM	BLACKHILLS.COM	644-4460-42200 Professional Fees	HIPPA Compliant Server	476.00	04/21/2026
IMAGE TREND INC.	IMAGE TREND INC.	644-4460-42200 Professional Fees	EMS Premier/CAD	1,407.58	04/21/2026
LEWIS, DR. SARAH	LEWIS, DR. SARAH	644-4460-42200 Professional Fees	Contract May 2026	500.00	05/01/2026
PCC AMBULANCE BILLING SERVICE	PCC AMBULANCE BILLING SERVICE	644-4460-42200 Professional Fees	Ambulance Billing June 2025	5,227.38	04/14/2026
PCC AMBULANCE BILLING SERVICE	PCC AMBULANCE BILLING SERVICE	644-4460-42200 Professional Fees	Ambulance Billing July 2025	8,972.58	07/31/2025

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
POINTCLICKCARE TECHNOLOGIES, INC.	POINTCLICKCARE TECHNOLOGIES, I	644-4460-42200 Professional Fees	QuickMAR Sub Mar 2026 FINAL	540.00	03/31/2026
ECOLAB PEST ELIMINATOR DIV	ECOLAB PEST ELIMINATOR DIV	644-4460-42500 Repairs & Maintenance	Pest Control	112.15	04/15/2026
HOLZER COMMERCIAL DOORS, LLC	HOLZER COMMERCIAL DOORS, LLC	644-4460-42500 Repairs & Maintenance	Rep & Maint to OHD	765.00	04/19/2026
STURGIS ACE HARDWARE #3	STURGIS ACE HARDWARE #3	644-4460-42500 Repairs & Maintenance	Toilet Repairs	42.57	03/02/2026
A & B WELDING CO, INC.	A & B WELDING CO, INC.	644-4460-42600 Supplies & Materials	Oxygen	63.35	04/08/2026
A & B WELDING CO, INC.	A & B WELDING CO, INC.	644-4460-42600 Supplies & Materials	Oxygen	42.45	04/16/2026
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	644-4460-42600 Supplies & Materials	Bathroom supplies	78.91	04/03/2026
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	644-4460-42600 Supplies & Materials	Floor cleaner/paper towels	69.37	04/17/2026
CENTURY BUSINESS PRODUCTS, INC	CENTURY BUSINESS PRODUCTS, INC	644-4460-42600 Supplies & Materials	Copier Contract	184.26	04/13/2026
COCA COLA BOTTLING COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	644-4460-42600 Supplies & Materials	Water	22.50	04/14/2026
SERVALL TOWEL & LINEN	SERVALL TOWEL & LINEN	644-4460-42600 Supplies & Materials	Mops and Mats	80.73	04/07/2026
SERVALL TOWEL & LINEN	SERVALL TOWEL & LINEN	644-4460-42600 Supplies & Materials	mops & mats	81.94	04/21/2026
STURGIS ACE HARDWARE #3	STURGIS ACE HARDWARE #3	644-4460-42600 Supplies & Materials	Anchor/Fasteners	11.47	03/11/2026
AT&T MOBILITY	AT&T MOBILITY	644-4460-42800 Utilities	Phones April 2026	19.29	04/15/2026
VERIZON WIRELESS	VERIZON WIRELESS	644-4460-42800 Utilities	Phones April 2026	180.18	04/19/2026
Total Ambulance:				18,897.21	
Total Ambulance:				18,897.21	
Community Center					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4511-41500 Group Insurance	FSA/HSA Adm Fees Feb 2026	8.25	03/10/2026
A & B BUSINESS	A & B BUSINESS	101-4511-42400 Rent	Copier Leases	146.96	04/20/2026
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	101-4511-42500 Repairs & Maintenance	vacuum hose	44.44	04/23/2026
RASMUSSEN MECHANICAL SERVICES INC.	RASMUSSEN MECHANICAL SERVICE	101-4511-42500 Repairs & Maintenance	sensor/igniter	82.47	02/24/2026
RASMUSSEN MECHANICAL SERVICES INC.	RASMUSSEN MECHANICAL SERVICE	101-4511-42500 Repairs & Maintenance	connector	39.25	04/08/2026
RASMUSSEN MECHANICAL SERVICES INC.	RASMUSSEN MECHANICAL SERVICE	101-4511-42500 Repairs & Maintenance	valve	249.84	04/08/2026
SHERWIN-WILLIAMS	SHERWIN-WILLIAMS	101-4511-42500 Repairs & Maintenance	paint for locker rooms	279.75	04/21/2026
STURGIS ACE HARDWARE #3	STURGIS ACE HARDWARE #3	101-4511-42500 Repairs & Maintenance	nipple	4.98	04/20/2026
STURGIS ACE HARDWARE #3	STURGIS ACE HARDWARE #3	101-4511-42500 Repairs & Maintenance	paint/remover/paint pad	70.96	04/27/2026
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	101-4511-42600 Supplies & Materials	pads/suction hose	196.88	04/09/2026
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	101-4511-42600 Supplies & Materials	Accutabs/acid magic/chlorine	1,247.45	04/17/2026
LYNN'S DAKOTAMART-STURGIS	LYNN'S DAKOTAMART-STURGIS	101-4511-42600 Supplies & Materials	coffee/cups	30.87	04/21/2026
RUSHMORE OFFICE SUPPLY	RUSHMORE OFFICE SUPPLY	101-4511-42600 Supplies & Materials	colored copy paper/files	76.30	04/21/2026
VERIZON WIRELESS	VERIZON WIRELESS	101-4511-42800 Utilities	Phones April 2026	39.71	04/19/2026
Total General:				2,518.11	
Total Community Center:				2,518.11	

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Park					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4520-41500 Group Insurance	FSA/HSA Adm Fees Feb 2026	8.50	03/10/2026
STURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4520-42500 Repairs & Maintenance	Galvanizing compound & spray Ft Meade dugouts	90.16	04/16/2026
NORTHWEST PIPE FITTINGS	NORTHWEST PIPE FITTINGS	101-4520-42600 Supplies & Materials	10 solenoid assy & diaphragm-soccer irrigation	513.25	04/21/2026
ON SITE FIRST AID AND SUPPLY	ON SITE FIRST AID AND SUPPLY	101-4520-42600 Supplies & Materials	Restock first aid at PW	99.60	04/21/2026
STURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4520-42600 Supplies & Materials	Stain & brush	71.98	04/16/2026
STURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4520-42600 Supplies & Materials	Paint to cover graffiti	39.99	04/21/2026
STURGIS ACE HARDWARE #3	STURGIS ACE HARDWARE #3	101-4520-42600 Supplies & Materials	Weed & grass killer	89.99	04/14/2026
STURGIS NAPA	STURGIS NAPA	101-4520-42600 Supplies & Materials	Fuel & oil filters for mowers	88.62	04/27/2026
STURGIS TIRE PROS	STURGIS TIRE PROS	101-4520-42600 Supplies & Materials	Flat repair (4) mower #64	121.59	04/27/2026
TOM'S T'S	TOM'S T'S	101-4520-42600 Supplies & Materials	1 back ordered coat	74.80	02/10/2026
VERIZON WIRELESS	VERIZON WIRELESS	101-4520-42800 Utilities	Phones April 2026	39.71	04/19/2026
Total General:				1,238.19	
Total Park:				1,238.19	
Library					
General					
NUESYNERGY, INC	NUESYNERGY, INC	101-4551-41500 Group Insurance	FSA/HSA Adm Fees Feb 2026	12.75	03/10/2026
Total General:				12.75	
Total Library:				12.75	
Auditorium					
General					
LEGENDARY ELECTRIC, LLC	LEGENDARY ELECTRIC, LLC	101-4560-42500 Repairs & Maintenance	light	287.64	02/24/2026
RASMUSSEN MECHANICAL SERVICES INC.	RASMUSSEN MECHANICAL SERVICE	101-4560-42500 Repairs & Maintenance	ignitor	175.55	04/08/2026
RASMUSSEN MECHANICAL SERVICES INC.	RASMUSSEN MECHANICAL SERVICE	101-4560-42500 Repairs & Maintenance	Module	705.41	04/10/2026
Total General:				1,168.60	
Total Auditorium:				1,168.60	
Liquor					
Liquor					
NUESYNERGY, INC	NUESYNERGY, INC	601-4990-41500 Group Insurance	FSA/HSA Adm Fees Feb 2026	4.00	03/10/2026
OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.	601-4990-42500 Repairs & Maintenance	Repairs for van	81.16	04/13/2026
OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.	601-4990-42500 Repairs & Maintenance	Fuel Filter for van	72.20	04/14/2026

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.	601-4990-42500 Repairs & Maintenance	RTV Van Parts	32.85-	04/14/2026
CBH COOPERATIVE - #865928	CBH COOPERATIVE - #865928	601-4990-42600 Supplies & Materials	Fuel	59.00	03/11/2026
CBH COOPERATIVE - #865928	CBH COOPERATIVE - #865928	601-4990-42600 Supplies & Materials	Fuel	71.00	03/26/2026
COCA COLA BOTTLING COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	601-4990-42600 Supplies & Materials	Water	9.00	04/13/2026
RUSHMORE OFFICE SUPPLY	RUSHMORE OFFICE SUPPLY	601-4990-42600 Supplies & Materials	plastic bags	109.87	04/20/2026
ADMIRAL BEVERAGE CORP	ADMIRAL BEVERAGE CORP	601-4990-42620 Off Sale Liquor	Liquor	390.50	04/24/2026
ADMIRAL BEVERAGE CORP	ADMIRAL BEVERAGE CORP	601-4990-42620 Off Sale Liquor	Liquor	91.00	04/21/2026
CASK & CORK	CASK & CORK	601-4990-42620 Off Sale Liquor	Liquor	161.00	04/14/2026
CASK & CORK	CASK & CORK	601-4990-42620 Off Sale Liquor	Liquor	516.00	04/21/2026
CASK & CORK	CASK & CORK	601-4990-42620 Off Sale Liquor	Liquor	153.00	04/21/2026
CASK & CORK	CASK & CORK	601-4990-42620 Off Sale Liquor	RTV Liquor	45.75-	04/03/2026
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42620 Off Sale Liquor	Liquor	9,906.23	04/15/2026
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42620 Off Sale Liquor	Liquor	132.00	04/22/2026
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42620 Off Sale Liquor	Liquor	13,095.09	04/22/2026
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42620 Off Sale Liquor	RTV Liquor	170.00-	04/08/2026
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42620 Off Sale Liquor	RTVLiquor	30.98-	04/08/2026
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42620 Off Sale Liquor	RTV Liquor	522.80-	04/10/2026
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42620 Off Sale Liquor	RTV Liquor	249.00-	04/10/2026
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42620 Off Sale Liquor	RTV Liquor	9.00-	04/10/2026
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42620 Off Sale Liquor	Return Liquor	10.34-	03/24/2026
QUALITY BRANDS OF THE BLACK HILLS	QUALITY BRANDS OF THE BLACK HIL	601-4990-42620 Off Sale Liquor	Liquor	239.75	04/13/2026
QUALITY BRANDS OF THE BLACK HILLS	QUALITY BRANDS OF THE BLACK HIL	601-4990-42620 Off Sale Liquor	Liquor	740.00	04/16/2026
QUALITY BRANDS OF THE BLACK HILLS	QUALITY BRANDS OF THE BLACK HIL	601-4990-42620 Off Sale Liquor	Liquor	477.75	04/20/2026
QUALITY BRANDS OF THE BLACK HILLS	QUALITY BRANDS OF THE BLACK HIL	601-4990-42620 Off Sale Liquor	Liquor	492.00	04/23/2026
REPUBLIC BEVERAGE COMPANY	REPUBLIC BEVERAGE COMPANY	601-4990-42620 Off Sale Liquor	Liquor	4,941.58	04/15/2026
REPUBLIC BEVERAGE COMPANY	REPUBLIC BEVERAGE COMPANY	601-4990-42620 Off Sale Liquor	Liquor	5,374.77	04/22/2026
REPUBLIC BEVERAGE COMPANY	REPUBLIC BEVERAGE COMPANY	601-4990-42620 Off Sale Liquor	RTV Liquor	72.40-	04/01/2026
SOUTHERN GLAZER'S OF SD	SOUTHERN GLAZER'S OF SD	601-4990-42620 Off Sale Liquor	Liquor	682.38	04/14/2026
SOUTHERN GLAZER'S OF SD	SOUTHERN GLAZER'S OF SD	601-4990-42620 Off Sale Liquor	Liquor	148.72	04/14/2026
SOUTHERN GLAZER'S OF SD	SOUTHERN GLAZER'S OF SD	601-4990-42620 Off Sale Liquor	Liquor	3,861.20	04/15/2026
SOUTHERN GLAZER'S OF SD	SOUTHERN GLAZER'S OF SD	601-4990-42620 Off Sale Liquor	Liquor	2,379.49	04/22/2026
SOUTHERN GLAZER'S OF SD	SOUTHERN GLAZER'S OF SD	601-4990-42620 Off Sale Liquor	Liquor	2,326.96	04/22/2026
SOUTHERN GLAZER'S OF SD	SOUTHERN GLAZER'S OF SD	601-4990-42620 Off Sale Liquor	Liquor	25.00	04/22/2026
SOUTHERN GLAZER'S OF SD	SOUTHERN GLAZER'S OF SD	601-4990-42620 Off Sale Liquor	RTV Liquor	57.00-	04/15/2026
SOUTHERN GLAZER'S OF SD	SOUTHERN GLAZER'S OF SD	601-4990-42620 Off Sale Liquor	RTV Liquor	13.90-	04/01/2026
BLACK HILLS SNACKS	BLACK HILLS SNACKS	601-4990-42640 Snacks for Resale	Snacks	102.49	04/17/2026
CASH-WA DISTRIBUTING, INC.	CASH-WA DISTRIBUTING, INC.	601-4990-42640 Snacks for Resale	Snacks	70.91	03/31/2026
CASH-WA DISTRIBUTING, INC.	CASH-WA DISTRIBUTING, INC.	601-4990-42640 Snacks for Resale	Snacks	42.50	04/14/2026
DAKOTA'S BEST	DAKOTA'S BEST	601-4990-42640 Snacks for Resale	Snacks	30.00	04/16/2026
ADMIRAL BEVERAGE CORP	ADMIRAL BEVERAGE CORP	601-4990-42650 Pop for Resale	Pop	193.89	04/14/2026
ADMIRAL BEVERAGE CORP	ADMIRAL BEVERAGE CORP	601-4990-42650 Pop for Resale	RTV Pop	69.50-	04/10/2026

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
ADMIRAL BEVERAGE CORP	ADMIRAL BEVERAGE CORP	601-4990-42650 Pop for Resale	Pop	328.75	04/10/2026
COCA COLA BOTTLING COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	601-4990-42650 Pop for Resale	Pop	102.00	04/13/2026
COCA COLA BOTTLING COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	601-4990-42650 Pop for Resale	RTV Pop	20.00-	04/20/2026
COCA COLA BOTTLING COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	601-4990-42650 Pop for Resale	RTV Pop	26.00	04/20/2026
COCA COLA BOTTLING COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	601-4990-42650 Pop for Resale	Pop	71.00-	04/13/2026
QUALITY BRANDS OF THE BLACK HILLS	QUALITY BRANDS OF THE BLACK HIL	601-4990-42650 Pop for Resale	Pop	25.05	04/16/2026
QUALITY BRANDS OF THE BLACK HILLS	QUALITY BRANDS OF THE BLACK HIL	601-4990-42650 Pop for Resale	Pop	19.50	04/23/2026
VOSS DISTRIBUTING	VOSS DISTRIBUTING	601-4990-42650 Pop for Resale	Pop	257.32	04/15/2026
ADMIRAL BEVERAGE CORP	ADMIRAL BEVERAGE CORP	601-4990-42660 Off Sale Beer	Beer	2,958.00	04/10/2026
ADMIRAL BEVERAGE CORP	ADMIRAL BEVERAGE CORP	601-4990-42660 Off Sale Beer	RTV Beer	59.00-	04/10/2026
ADMIRAL BEVERAGE CORP	ADMIRAL BEVERAGE CORP	601-4990-42660 Off Sale Beer	Beer	3,208.25	04/14/2026
ADMIRAL BEVERAGE CORP	ADMIRAL BEVERAGE CORP	601-4990-42660 Off Sale Beer	Beer	2,377.15	04/22/2026
ADMIRAL BEVERAGE CORP	ADMIRAL BEVERAGE CORP	601-4990-42660 Off Sale Beer	RTV Beer	15.20-	04/22/2026
ADMIRAL BEVERAGE CORP	ADMIRAL BEVERAGE CORP	601-4990-42660 Off Sale Beer	Liquor	2,520.70	04/24/2026
ADMIRAL BEVERAGE CORP	ADMIRAL BEVERAGE CORP	601-4990-42660 Off Sale Beer	Beer	2,184.25	04/21/2026
ADMIRAL BEVERAGE CORP	ADMIRAL BEVERAGE CORP	601-4990-42660 Off Sale Beer	RTV Beer	164.05-	04/14/2026
JOHNSON WESTERN WHOLESAL	JOHNSON WESTERN WHOLESAL	601-4990-42660 Off Sale Beer	Beer	65.50	04/22/2026
QUALITY BRANDS OF THE BLACK HILLS	QUALITY BRANDS OF THE BLACK HIL	601-4990-42660 Off Sale Beer	Beer	1,037.87	04/13/2026
QUALITY BRANDS OF THE BLACK HILLS	QUALITY BRANDS OF THE BLACK HIL	601-4990-42660 Off Sale Beer	Beer	3,350.55	04/16/2026
QUALITY BRANDS OF THE BLACK HILLS	QUALITY BRANDS OF THE BLACK HIL	601-4990-42660 Off Sale Beer	Beer	4,718.20	04/20/2026
QUALITY BRANDS OF THE BLACK HILLS	QUALITY BRANDS OF THE BLACK HIL	601-4990-42660 Off Sale Beer	Beer	3,482.18	04/23/2026
SAWYER BREWING CO	SAWYER BREWING CO	601-4990-42660 Off Sale Beer	Beer	122.00	04/23/2026
VERIZON WIRELESS	VERIZON WIRELESS	601-4990-42800 Utilities	Phones April 2026	39.71	04/19/2026
CASH-WA DISTRIBUTING, INC.	CASH-WA DISTRIBUTING, INC.	601-4990-45200 Merchandise for Resal	Misc.	252.98	04/14/2026
CASK & CORK	CASK & CORK	601-4990-45200 Merchandise for Resal	Misc	1,487.98	04/21/2026
CASK & CORK	CASK & CORK	601-4990-45200 Merchandise for Resal	Misc	174.66	04/21/2026
CASK & CORK	CASK & CORK	601-4990-45200 Merchandise for Resal	Misc.	274.33	04/14/2026
TWICE THE ICE	TWICE THE ICE	601-4990-45200 Merchandise for Resal	Misc	79.80	04/20/2026
TWICE THE ICE	TWICE THE ICE	601-4990-45200 Merchandise for Resal	Misc	107.25	04/22/2026
CASH-WA DISTRIBUTING, INC.	CASH-WA DISTRIBUTING, INC.	601-4990-45210 Cigarettes for Resale	Cigarettes	642.12	04/14/2026
DAKOTA'S BEST	DAKOTA'S BEST	601-4990-45210 Cigarettes for Resale	Cigarettes	145.00	04/16/2026
CASH-WA DISTRIBUTING, INC.	CASH-WA DISTRIBUTING, INC.	601-4990-45220 Tobacco for Resale	Tobacco	78.70	04/14/2026

Total Liquor: 75,433.47

Total Liquor: 75,433.47

Misc Expenditures

Special Sales Tax

STURGIS ECONOMIC DEVELOPMENT CORP.	STURGIS ECONOMIC DEVELOPMENT	211-9000-46510 Sturgis Economic Dev	Contract May 2026	5,000.00	05/01/2026
STURGIS AREA CHAMBER OF COMMERCE	STURGIS AREA CHAMBER OF COMM	211-9000-46520 Sturgis Area Chamber	Contract May 2026	6,818.00	05/01/2026

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Total Special Sales Tax:				11,818.00	
Capital Improvement					
BLACK HILLS ROOFING	BLACK HILLS ROOFING	212-9000-43200 Building	Roof replacement projects	55,316.70	04/24/2026
JEO CONSULTING GROUP	JEO CONSULTING GROUP	212-9000-43300 Improvements	Safe Streets 4 All	15,645.83	04/17/2026
WESTERN CONSTRUCTION	WESTERN CONSTRUCTION	212-9000-43300 Improvements	Airport Taxiway	284,995.57	04/25/2026
Total Capital Improvement:				355,958.10	
Total Misc Expenditures:				367,776.10	
Grand Totals:				545,064.87	

City Council
STAFF REPORT



Meeting Date: City Council - May 04 2026

Agenda Item: Consideration to approve the renewals of the Retail (on/off sale) Malt Beverage and SD Wine licenses for 2026-2027.

Prepared By: Robin Korth, Deputy Finance Officer

BACKGROUND INFORMATION:

These licenses run from July 1, 2026 to June 30, 2027. Each year the Council approves the renewals of these licenses. We have 47 Retail (on/off sale) Malt Beverage & SD Wine licenses asking for renewal. Renewal of these licenses will be contingent on their property taxes being current. Staff will confirm.

DISCUSSION:

The notice was printed in the Black Hills Pioneer on April 24, 2026 as required.

BUDGET IMPACT:

The City of Sturgis and the State of South Dakota split the \$300 license fee giving the City a total revenue of \$7050.

RECOMMENDATION:

Motion to set the public hearing for May 4, 2026

ATTACHMENTS:

[PUBLIC NOTICE MALT BEVERAGE RENEWALS 2026-2027](#)

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Apr 30 2026

NOTICE OF PUBLIC HEARING
UPON APPLICATION FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that the Common Council of the City of Sturgis, South Dakota, will meet in regular session at Sturgis City Hall Council Chambers at 1040 Harley-Davidson Way on the 4th day of May, 2026 at 6:30 pm to consider the following malt beverage license new and renewal applications for the calendar year 2026-2027:

Retail (on-off sale) Malt Beverage & SD Farm Wine

Renewals:

1. 1337 Main LLC – 1337 Main LLC - 1073 Main St
2. Jackson Winery and Vineyards LLC – Belle Jol’I Winery – 3951 Vanocker Canyon Rd
3. Bailey and Landers LLC – Big Bertha’s Biker Bar – 1123 Main Street
4. Big D Oil Co – Big D Oil Co – 2800 Junction Ave
5. Dvorak Convenience Stores Inc – BJS Country Store – 2640 Lazelle St
6. Golden Crest Meadows LLC – Brew Berry Bistro – 890 Lazelle St
7. Broken Arrow Trading Co – Broken Arrow Trading Co – 1037 Main St
8. Camp Big Rig LLC – Camp Big Rig – 3333 Dolan Creek Rd
9. CBH Cooperative – CBH Cooperative – 2030 Lazelle St
10. Charley’s Sturgis Classic Bike Event LLC – Charleys – 947 Main St
11. Moyle Petroleum Company – Common Cents Food Store – 2421 S Junction Ave
12. M G Oil Company – Corner Pantry – 990 Lazelle Street
13. Days End Campground – Days End Campground – 2501 Avalanche Rd
14. Desjarlais Farms LLC – Desjarlais Farms LLC – 1335 Ballpark Rd
15. Dixxon Supply LLC – Dixxon Flannel Co – 1100 Main St
16. Dolgen Midwest LLC – Dollar General Store – 1940 Lazelle St
17. Big Al’s Pizza Inc – Domino’s Pizza – 1057 Main St
18. Emma’s Ice Cream Emporium LLC – Emma’s Ice Cream Emporium LLC – 1063 Main St
19. Family Dollar Stores of SD – Family Dollar Store – 2415 Lazelle St
20. Freakshow Customs LTD – Freakshow Customs – 1412 Junction Ave
21. Freedom LLC – Freedom LLC – 901 Main St
22. GM B Services LLC – Gas Monkey – 1025 Junction Ave
23. Jim Mason – Gold Pan Pizza – 1133 Main St
24. Kan-Meyer Inc – Grocery Mart – 2216 Junction Ave
25. Tina Hopson or Kami Grubl – Just For Looks – 1006 Main St
26. Mako Enterprises Inc – Kickstart Travel Center – 12998 Highway 34
27. NCSC Sturgis OPS LLC – The Knuckle Saloon – 931 1st St
28. KWM CStore LLC – Kwik Mart – 2217 Junction Ave Ste 1
29. Lynn’s Inc – Lynn’s Dakotamart – 1111 Lazelle St
30. Sheree Schriver – Magnolia Soup Company – 2715 Lazelle St Ste B
31. Dvorak Convenience Stores Inc – Poker Alice Saloon – 2640 Lazelle St
32. Rock It Away LLC – Rock It Away Crystal & Gift Shop – 825 14th St
33. Dungeon Bar Inc – Royal Flush Casino & Sport Bar – 1030 Main St
34. Saab Heritage Car Museum – Saab Heritage Car Museum – 940 Dickson Dr
35. Lybeck Twenty-First Century Inc – Shenanigans Casino – 935 Main St Ste B
36. Lybeck Twenty-First Century Inc – Shenanigans Casino – 935 Main St
37. KSLB&D Inc – Steel Pony Campground – 12997 SD Highway 34
38. Jawbone Investments, LLC – Stinger Saloon – 1102 Main St
39. Sturgis Brewing Company, LLC – Sturgis Brewing Co – 600 Anna St
40. MAJR LLC – Sturgis Coffee Company – 2275 Lazelle St
41. Sturgis Events LLC – Sturgis Events – 1231 Lazelle St
42. Sturgis RV Park, LLC – Sturgis RV Park, LLC – 1175 W Woodland
43. Sturgis Strikers 3G, LLC – Sturgis Strikers – 910 1st ST
44. Sturgis Wine Company LLC – Sturgis Wine Company – 1117 Main St
45. T-Bob Investment Holdings, LLC – The Thunderdome – 12976 SD Highway 34
46. Hanson Investments LLC – Total Eclipse Salon – 920 1st St
47. BW Gas & Convenience Retail – Yesway – 2350 Lazelle St

NOTICE IS FURTHER GIVEN that any person(s) or their attorney who are interested in the approval or rejection of any such application may appear and be heard. Individuals needing assistance pursuant to the *Americans with Disabilities Act* should contact the City of Sturgis Finance Officer (605-347-4422) in advance of the meeting to make any necessary arrangements.

Ann Bertolotto, Finance Office

Published once at the total approximate cost of \$

Meeting Date: City Council - May 04 2026

Agenda Item: Consider Operator Pathways Under Option 2 for the City of Sturgis Motorcycle Rally Sponsorship Program

Prepared By: Eric Davis, City Attorney

BACKGROUND INFORMATION:

Over time, the City of Sturgis has acquired, developed, and monetized valuable sponsorship, promotional, licensing, and intellectual-property assets related to the City of Sturgis Motorcycle Rally. The Sturgis Common Council is responsible for setting City policy regarding the management, protection, and monetization of those municipal assets.

Separate from those monetizable assets, the City also exercises broad municipal regulatory authority over Rally-related activities involving City infrastructure, streets, rights-of-way, public property, vendor permitting, public safety, and related municipal approvals.

The Council's prior decision to pursue a third-party operator model concerns the commercialization of the City's Rally sponsorship, licensing, promotional, and intellectual-property inventory. It does not outsource the City's regulatory authority, police powers, or Rally policy-making role.

The review of the Rally Sponsorship Program began under former Mayor Kevin Forrester's leadership and became one of the significant legal and administrative projects undertaken during his administration. Mayor Forrester identified the structure of the program as a significant governance issue, and that concern was not his alone. The Council likewise recognized substantial public concern, including growing community resentment, over the opacity of the program, particularly given the City's role as a public entity and the public value of the assets being monetized.

The concern was not that the sponsorship program lacked value. To the contrary, the program had become a meaningful City asset and an important source of revenue supporting municipal operations and public services. The concern was that the legal structure did not adequately match the City's public responsibilities or the public's reasonable expectation of transparency. Mayor Forrester and the Council directed staff to evaluate ways to correct that structural issue while preserving the value of the sponsorship program. Although Mayor Forrester is no longer here to see the work completed, the decision now before the Council represents an opportunity for the City's elected leadership to carry that work forward in a deliberate and public way.

On March 2, 2026, after reviewing the issue, considering a detailed memorandum, and receiving public comment, the Council selected the third-party operator model, referred to in the prior materials as "Option 2." Under that model, a non-public third-party operator would carry out the commercialization function through a public City-operator agreement. This structure is intended to correct the legal-structural issue created by the City serving as the direct contracting party in sponsor-specific agreements historically treated as fully confidential, while improving public

transparency at the City level through aggregate financial reporting and robust accounting and oversight mechanisms.

Following that Council direction, staff prepared and presented a second detailed memorandum evaluating the three operator pathways viewed as available to the Council:

- Option 2A — National Specialized Agency
- Option 2B — Nonprofit Operator
- Option 2C — Local For-Profit Operator

Although the memorandum was authored by the City Attorney, the evaluation reflected substantial input from City leadership and staff, including former Mayor Forrester, City Administrator Jordan, and Sponsorship and Brand Director Scherer. The issue has been a major focus of the City's elected leadership and staff because the decision affects public transparency, sponsor relationships, municipal revenue, and long-term program administration.

The Council considered and discussed the Decision Bite #2 memorandum publicly at its March 16, April 6, and April 20 meetings, and the memorandum was included in the Council packet for each of those meetings. The Council invited, accepted, and considered public comment at each meeting. Staff also understands that Councilmembers have discussed the issue with constituents outside the meeting setting and have given the matter serious consideration.

DISCUSSION:

The decision now before the Council is which third-party operator pathway should be selected to implement the Council's prior decision to move forward with Option 2. At this stage, the Council is being asked only to identify the preferred pathway; the implementing documents will be prepared and returned for later Council review and action.

Each pathway is viable. Each has its own advantages, disadvantages, risks, and potential long-term implications, as detailed in the Decision Bite #2 memorandum. The best path for the City of Sturgis is not objectively obvious, and reasonable people can weigh the tradeoffs differently. Each option can be executed well, and each can be executed poorly. Staff believes the City is positioned to execute any of the three pathways effectively if the Council gives clear direction and the implementation documents are carefully developed.

In summary:

- **Option 2A — National Specialized Agency** would likely provide the greatest access to national sponsorship systems, sponsor-development experience, valuation tools, and broader market reach. This pathway may offer the strongest opportunity to identify new sponsor categories and professionalize the sales and reporting structure. At the same time, a national-agency model may involve less direct local involvement, less day-to-day sponsor interface, and practical complications associated with distance, on-site presence, and familiarity with the unique local dynamics of the Rally. If this pathway is selected, the City would need to carefully structure expectations regarding local coordination, Rally-period staffing, sponsor servicing, and transition support.
- **Option 2B — Nonprofit Operator** would allow the City to build or adapt an entity specifically around the City's Rally sponsorship and brand objectives, with governance, reporting, and accountability structures tailored to the City's needs. This pathway may provide strong local alignment, a public-benefit orientation, and a durable structure focused solely on monetizing

City-authorized Rally sponsorship, licensing, promotional, and intellectual-property inventory for the benefit of the City. At the same time, a nonprofit model would require careful attention to board composition, staffing, conflicts policies, financial controls, and operational capacity—including the ability to stand up real operating capacity quickly—to ensure that the entity is a capable operator rather than merely a formal structure.

- **Option 2C — Local For-Profit Operator** would preserve local presence, business flexibility, and potentially strong on-the-ground coordination while shifting the commercialization function to a private operator. This pathway may offer practical familiarity with the Rally, local relationships, and day-to-day responsiveness. At the same time, selection of a local for-profit operator would require a disciplined and well-documented procurement process, strong conflict-of-interest protections, and clear performance, reporting, and audit requirements to address favoritism concerns, varying operator capacity, and public confidence in the selection and oversight process.

Regardless of the pathway selected, several core principles will remain the same. The City will retain ownership of City property and City-owned intellectual property. The City will retain all Rally policy-making authority and municipal police powers, including authority over public safety, law enforcement, vendor permitting, street closures, public property, rights-of-way, and City-sponsored Rally events. The operator’s role will be limited to marketing, making available, and monetizing City-authorized sponsorship, licensing, promotional, and related inventory for the benefit of the City.

Once the Council selects a pathway, staff will prepare the next set of implementation documents, referred to in prior discussion as “Decision Bite #3.” Depending on the Council’s direction, those documents may include:

- an RFP package and evaluation framework for a national agency or local for-profit operator;
- articles of incorporation, bylaws, governance policies, and board framework for a nonprofit operator;
- a draft public City-operator agreement;
- reporting, audit, and financial transparency requirements;
- transition and handoff requirements; and
- any additional implementation materials necessary to return the matter to the Council for review, consideration, and action.

CODE REFERENCES:

n/a

BUDGET IMPACT:

Discussed in memorandum

RECOMMENDATION:

Staff requests that the Council provide direction on the preferred third-party operator pathway for the Rally Sponsorship and Brand Program:

- Option 2A — National Specialized Agency;
- Option 2B — Nonprofit Operator;
- Option 2C — Local For-Profit Operator; or
- such other direction as the Council determines appropriate.

ATTACHMENTS:

[DB2 - Rally Sponsorship Memorandum - FINAL - 3-13-26-1](#)
[Exhibit A - DB2 Comparative Scorecard - 3-13-26](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Apr 30 2026

Memorandum on the City of Sturgis Motorcycle Rally Sponsorship Program: Evaluation of Operator Pathways Under Option 2

To: Sturgis Mayor, Sturgis City Council
From: Eric Davis, City Attorney
Date: March 13, 2026

1. Executive Summary and How to Use This Memorandum

At its prior meeting, the City Council selected Option 2 for the Rally Sponsorship Program: an operator model under which the City enters into a public-facing agreement with a non-governmental operator, and the operator handles sponsor contracting and package sales for authorized City sponsorship inventory and City-owned intellectual property, subject to City ownership, City controls, and City oversight.

This memorandum is intended to support the Council's next phase of consideration under Option 2 by evaluating the three operator pathways that have been identified as legally viable structures:

- **2A - National Specialized Agency**
- **2B - Nonprofit Operator** (most naturally conceived as a City-led new nonprofit, or an existing nonprofit willing and able to conform to the required mission and governance framework)
- **2C - Local For-Profit Operator**

This memorandum is written to help the Council compare those pathways in a structured and neutral way. It describes: (i) the baseline guardrails and material terms that should apply regardless of sub-option; (ii) the evaluation criteria the Council may wish to use in comparing 2A, 2B, and 2C; (iii) the strengths, weaknesses, risks, and implementation considerations associated with each pathway; and (iv) the drafting and implementation work that would follow each pathway if later selected.

A central premise of this memorandum is that the City is not reinventing the wheel. The existing sponsorship and licensing program is productive and established, and the City has many long-term, mutually beneficial relationships with past and existing partner-sponsors. The City's objective is to carry that model forward without substantial disruption while correcting a legal-structural flaw: the City's current role as the direct contracting party in sponsorship agreements

that have historically been treated as fully private and confidential. In that sense, the purpose of Option 2 is not to discard the City's current sponsorship and licensing model, but to preserve it, stabilize it, and cure the structural defect.

This memorandum also emphasizes exactly what the operator is being asked to do. Under any Option 2 pathway, the operator's function shall be limited to (and exist only to the extent authorized by the City Council and described in the public City-operator agreement) marketing, making available, and monetizing identified City-owned real, personal, and intellectual property related to the City of Sturgis Motorcycle Rally for the benefit of the City's general fund. The intent is that the operator will handle substantially all Rally sponsorship and licensing functions associated with City-authorized inventory, including related exhibitor, lease, and sponsor-activation elements identified in the prime agreement.

By contrast, all Rally policy and governance decisions would remain with the City's elected leadership, including sponsor and licensee veto authority, the vendor permit process, law enforcement, City-sponsored Rally events (excluding sponsor-related event elements), street closures, open-container regulations, and all authority over City streets, rights-of-way, and other municipal police powers.

2. Decision Bite #2 and Decision Sequencing

2.1 The Question Now Before Council

With Option 2 selected, the question now before the Council is whether Sub-Option 2A, 2B, or 2C best fits the City's goals and constraints for 2026 and beyond while preserving public accountability, practical continuity, and legal durability.

2.2 Why the Decision Must Be Made in Sequence

This decision must be made in sequence because the operator pathway selected determines the City's next drafting and implementation work:

- Under 2A or 2C, the City will generally need to proceed through a competitive proposal process and then finalize a public-facing City-operator agreement.
- Under 2B, the City will need to develop governance foundation documents (articles of incorporation, bylaws, conflicts policies, and related framework documents) in addition to the public-facing City-operator agreement.

The Council's selection among 2A, 2B, and 2C therefore determines what staff should build and present next.

2.3 2026 Implementation Note

Regardless of the sub-option pursued, the City should assume that relationships with sponsors and licensees in 2026 require clear operational planning and timely execution. The relevant question is not whether Option 2 can function in concept, but how the City should implement and oversee the operator relationship so that sponsor communication, sponsor servicing, deliverable fulfillment, and on-the-ground activation are coordinated effectively and transparently during the 86th Rally and beyond.

3. Baseline Guardrails, Common Terms, and Transition Requirements Across All Sub-Options

This section identifies the material terms and controls that should apply under any Option 2 operator pathway. These are intended to preserve City ownership and policy authority, prevent a “black box” operator relationship, and ensure continuity through the 86th and 87th Rallies as the operator builds capacity.

3.1 Operator Function Defined

Under any sub-option, the operator’s function shall be limited to (and exist only to the extent authorized by the City Council and described in the public City-operator agreement) marketing, making available, and monetizing identified City-owned real, personal, and intellectual property related to the City of Sturgis Motorcycle Rally for the benefit of the City’s general fund.

This includes all sponsorship and licensing functions associated with the Rally that the City authorizes the operator to handle, including sponsor solicitation; package sales; sponsor contracting; administration of authorized licensing relationships; and related exhibitor, lease, and sponsor-activation elements identified in the prime agreement. The City’s expectation is that this function will be outsourced in substantially its entirety, rather than split between the City and the operator.

This function does not include municipal governance, law enforcement, regulatory decision-making, or independent authority over public property. The operator is a commercialization vehicle, not a policymaker. The operator receives no ownership interest in any City property, mark, or asset; and any authority to market or make available City inventory exists solely by contract and only to the extent expressly granted by the City Council.

3.2 City Retains Municipal Governance, Police Powers, and Rally Policy Control

Under any sub-option, the City’s elected leadership retains exclusive authority over Rally policy and all municipal governance decisions. The operator’s role is limited to the commercialization

function described in this memorandum and does not extend to legislative, executive, regulatory, or law-enforcement authority. Accordingly, the City retains sole authority over, among other things:

- sponsor and licensee approval and veto authority;
- vendor permitting requirements and the vendor permit process;
- law enforcement, public safety, and emergency operations;
- City-sponsored Rally events, except to the extent the operator is authorized to administer defined sponsor-related event elements;
- street closures, open-container regulations, and related municipal policy decisions; and
- all authority over City streets, rights-of-way, public infrastructure, public property use, and other matters within the City's municipal police powers.

The operator will have no authority to make or control those decisions. The City may consider operator requests relating to sponsor fulfillment and the use of authorized City inventory in good faith, but all such matters remain subject to City approval, public-safety requirements, and the City's independent exercise of municipal authority.

3.3 City Ownership and Brand Control

Under any sub-option, the City will retain:

- ownership of City marks and other City-owned intellectual property;
- authority to establish and enforce brand standards and permitted uses;
- category and sponsor/licensee approval and veto authority as defined by Council policy; and
- remedies for misuse, including corrective action, suspension, termination, and injunctive relief where appropriate.

3.4 Public-Facing Prime Agreement; Private Sponsor Agreements

A central structural feature of Option 2 is that:

- the City-operator agreement is public-facing; and
- the operator-sponsor agreements are private contracts of the operator and not City contracts.

The public-facing City agreement should:

- identify the City inventory authorized for monetization (by category and/or by specific asset list);
- describe the City's aggregate financial return structure and reporting rights; and
- establish the operator's duties, performance standards, accountability, and oversight obligations.

3.5 Authorized Inventory Definition and Change Control

Under any sub-option, the City should define the inventory authorized for monetization and retain change control. This should include:

- a defined inventory schedule (categorical or asset-specific);
- City approval for additions, substitutions, or material changes; and
- safeguards ensuring that the operator cannot unilaterally expand into municipal functions, public property uses, or brand categories without City consent.

3.6 Existing Model Preserved; Structural Flaw Corrected

Under any sub-option, the City's goal is to preserve the successful core of the existing sponsorship and licensing model while correcting its legal-structural problem. The City is not now seeking to abandon its current sponsor relationships, its current inventory, or the general structure of how Rally-related sponsorship and licensing opportunities are developed and monetized. Rather, the City is seeking to carry that model forward under a legally durable contracting framework and to outsource substantially all commercialization function to the selected operator.

3.7 Continuity and Handoff Requirement Through the 87th Rally

The City has long-standing relationships with many of its current sponsor-partners, and an effective handoff is essential to protect the value of City-owned assets. Under any sub-option, the City will require the operator to engage the services of the City's current Brand and Sponsorship Director through the 87th Rally for the purpose of effectuating an effective handoff and seamless transition as the operator builds capacity and develops relationships with the City and with sponsors. This transition period is intended to:

- protect long-standing sponsor relationships;
- ensure continuity in sponsor servicing and deliverable fulfillment;
- allow the operator to build internal capacity without disrupting the sponsor experience; and
- facilitate practical knowledge transfer from the City's current operating model to the new structure.

After the 87th Rally, the operator may elect to extend or terminate that engagement consistent with the governing agreement.

3.8 Financial Structure and Stepped Compensation Framework

Regardless of sub-option, the public-facing City-operator agreement should establish a clear revenue flow model, including:

- operator compensation methodology;
- remittance timing and reconciliation;
- accounting standards and audit rights; and

- protections for the City’s net return.

The compensation structure should also reflect a practical reality: many sponsors have already largely been secured by the City under the current model. For that reason, the City should consider a lower and stepped commission structure for the 86th and 87th Rallies, with compensation varying based on the source and nature of the sponsorship revenue, including distinctions among:

- sponsorships already secured by the City before transition;
- renewed sponsorships; and
- newly developed sponsorships.

This stepped structure is fair to both the City and the operator because it recognizes the City’s existing work in securing the 86th Rally sponsor base while still rewarding the operator for retention, growth, and new business development during the transition period.

3.9 Performance Management and Service Levels

Under any sub-option, the City should require:

- sponsor onboarding and servicing standards;
- deliverable and activation coordination standards, especially during Rally operations;
- reporting cadence and performance metrics; and
- cure rights, escalation paths, and performance remedies.

The operator should be evaluated not merely on sales, but also on sponsor experience, fulfillment accuracy, and responsiveness to City oversight.

3.10 Oversight, Auditability, and “No Black Box” Controls

Because sponsor-level contracts remain outside direct City contracting, the City should build “no black box” controls into the public-facing prime agreement, including:

- required reporting packages and schedules;
- audit and inspection rights over operator performance and financial reporting;
- rights to verify sponsor deliverables touching City inventory; and
- continuity provisions for data ownership and transfer if the operator relationship ends.

3.11 Conflicts of Interest, Ethics, and Compliance

Under any sub-option, the City should require:

- conflict-of-interest standards and disclosures for operator principals, officers, directors, and key employees;
- limitations on related-party transactions absent City approval and documentation;
- compliance with applicable laws and nondiscrimination requirements; and

- transparent processes for handling sponsor complaints, disputes, and deliverable conflicts.

3.12 Long-Term Agreement Term and Termination Standard

Any sub-option will require a substantial operator commitment and investment in systems, relationships, staffing, and sponsor development. For that reason, the City is contemplating a long-term agreement of at least five (5) years, terminable only for cause. This is intended to give the operator sufficient stability to justify upfront investment while still preserving the City’s rights in the event of material nonperformance or breach. A long-term commitment is expected to:

- attract more serious and economical proposals or operator structures;
- allow the operator to invest in systems and relationships over time;
- reduce churn and transition inefficiency; and
- better align operator incentives with long-term program performance.

3.13 Hybrid Tools Available Under Any Sub-Option

Under any sub-option—particularly 2B or 2C—the operator may retain specialized vendors (including national agencies) for discrete support functions without outsourcing the operator role entirely. Examples include:

- lead generation and sponsor recruitment support, compensated through a finder's fee or similar structure;
- valuation consulting for inventory pricing and package design; and
- marketing analytics or sponsorship fulfillment systems.

Any hybrid engagement should:

- preserve operator accountability to the City;
- require conflict-of-interest disclosures and cost controls; and
- prohibit delegation of municipal powers or City approval authority.

4. Evaluation Criteria for Selecting Among 2A / 2B / 2C (Neutral)

This section identifies neutral criteria the Council may wish to use in evaluating the sub-options.

4.1 Core Goals and Constraints

Council goals and constraints implicated in this decision include:

- legal durability and public accountability;
- preservation of the existing sponsorship/licensing model with minimal unnecessary disruption;
- competitiveness and net-to-City performance over time;

- feasibility for 2026 implementation and operational continuity;
- local control and stakeholder management; and
- long-term resilience and continuity.

4.2 Recommended Evaluation Criteria

The Council may choose to evaluate 2A, 2B, and 2C across the following criteria:

- 2026 readiness and transition complexity;
- sponsor sales capacity and systems;
- on-the-ground activation and fulfillment capacity;
- market reach and sponsor development potential;
- accountability and reporting clarity;
- operator compensation risk and net-to-City alignment;
- process defensibility and optics;
- local stakeholder coordination and responsiveness; and
- long-term resilience and continuity.

5. Comparable Public-Entity Sponsorship and Rights Models

The operator structure under consideration is not being created from whole cloth. Comparable public-sector arrangements are already used in South Dakota in other public business-enterprise settings, including the athletics programs of the State's Division I public universities. In those settings, the public institution retains control of its core operations, brand platform, and policy decisions, while an outside commercial partner manages identified sponsorship, signage, media, hospitality, and related revenue-generating inventory under the institution's authority.

The relevance of those examples is structural, not identical. The City's Rally sponsorship program is not the same as a university athletics multimedia-rights program, and the City's municipal police powers and governance responsibilities are unique. Even so, the comparison is useful because it shows that a public entity may publicly contract with an outside operator to market and monetize identified public-facing sponsorship and licensing inventory while preserving institutional control over policy, operations, and brand standards.

For that reason, the Council is not being asked to invent an unfamiliar public-private commercialization structure. Rather, the Council is being asked to decide which version of a familiar public-entity rights-management framework is the best fit for the City of Sturgis, the Rally, and the City's identified inventory and policy goals.

6. Procurement Process Applicable to Sub-Options 2A and 2C

Sub-options 2A and 2C both contemplate selection of an operator through a competitive proposal process rather than a sealed-bid, low-price process. Because the relationship at issue is complex and best evaluated on capability, systems, staffing, reporting, activation experience, accountability, and compensation alignment—not price alone—an RFP is the preferred procurement vehicle.

6.1 Why an RFP Is Preferable to Sealed Bids

Under South Dakota procurement law, a competitive sealed proposal method may be used where sealed bidding is not practicable or not advantageous. That approach is a better fit here because:

- the City is selecting a complex commercialization operator, not buying a commodity;
- evaluation factors beyond price are essential;
- the City may need to compare operator systems, staffing, activation capability, reporting methods, and governance structures; and
- the City may need discussions, interviews, clarifications, and best-and-final offers before award.

6.2 RFP Statutory Requirements (High-Level Summary)

If the City proceeds with an RFP for 2A or 2C, the process should be designed to comply with SDCL chapter 5-18A. At a high level, that means:

- the City should make a written determination that sealed bids are not practicable or not advantageous for this procurement;
- the RFP should state the relative importance of price and other evaluation factors;
- public notice should be published in the manner and timing required by law;
- proposals should be handled to avoid inappropriate disclosure during negotiations;
- discussions and best-and-final offers may be used where appropriate;
- award should be supported by a written determination that the selected proposal is most advantageous considering price and evaluation factors; and
- the procurement file should document the basis for award or any rejection/cancellation.

6.3 Practical RFP Timeline

A practical RFP schedule for 2A or 2C would generally include:

- drafting and package development (recommended 2–4 weeks): scope, inventory schedule, evaluation criteria, reporting requirements, and draft prime agreement;

- public notice and proposal window (recommended 3–4 weeks): although statute sets a minimum notice requirement, a longer response window is more defensible for a complex operator procurement;
- evaluation and discussions (recommended 2–4 weeks): proposal review, interviews, reference checks, discussions, and best-and-final offers where appropriate;
- award documentation and notice (about 1 week): written determination and file documentation; and
- contract finalization and execution (recommended 2–4 weeks): finalize the prime agreement consistent with the RFP and execute within the required time.

Best-case total is approximately 6–10 weeks. A typical total is approximately 10–14 weeks, depending on complexity and negotiations.

7. Sub-Option Profiles and Differences

7.1 Sub-Option 2A — National Specialized Agency

7.1.1 Summary

Under Sub-Option 2A, the City would select a national specialized agency to serve as the operator responsible for sponsor contracting and package sales for authorized City inventory under the public-facing City-operator agreement.

7.1.2 Strengths

- Potentially stronger access to national sponsor pipelines and relationships.
- Greater experience with sponsorship valuation, package construction, and sales systems.
- Existing operational infrastructure, including CRM systems, sponsorship analytics, and fulfillment systems.
- Potential to identify and recruit new sponsor categories or higher-value partnerships.

7.1.3 Weaknesses / Risks / Threats

- A national specialized agency will likely expect a higher compensation structure, particularly if the City requires substantial on-site staffing, Rally-period presence, and transition support.
- Because the operator would not be locally based, there is a greater risk of responsiveness gaps, weaker familiarity with local Rally dynamics, and less intuitive coordination with City staff, sponsors, and local stakeholders unless those expectations are clearly built into the agreement.

- The Rally presents a more complex governmental interface than many purely private events, including public-safety considerations, public-property constraints, and municipal approvals. A national operator may require more time and structure to adapt to that environment.
- The City would need especially strong reporting, performance-management, and fulfillment controls to ensure that sponsor servicing and activation quality remain consistent with City expectations.
- A national operator may also have other business priorities, clients, and internal incentives that do not always align perfectly with the City's specific operational or political needs or prioritize financial return to the City.

7.1.4 2026 Readiness and Transition Considerations

A national specialized agency may be a viable long-term model for the 87th Rally and beyond, but it is not a realistic standalone solution for the 86th Rally. If the Council ultimately prefers this pathway, the City should assume that a separate bridge approach will be required for 2026 while the procurement, contracting, and implementation process is completed.

Even for a longer-term launch, this model would require the most structured transition planning. A successful handoff would depend on clearly defined inventory, strong on-site staffing expectations, robust service-level requirements, and close coordination with the City's current Brand and Sponsorship Director through the 87th Rally to preserve continuity in sponsor relationships and sponsor servicing.

7.1.5 Key Drafting Issues (2A-Specific)

- minimum on-site staffing and activation support requirements during Rally operations;
- service-level requirements and fulfillment expectations;
- reporting and audit package design; and
- compensation structure that reflects existing sponsor continuity and stepped commissions during the 86th and 87th Rallies.

7.1.6 Hybrid Enhancements (2A)

Hybrid tools are less central for 2A because the operator itself is the specialized agency. However, the City may still require or permit local subcontracting for on-the-ground coordination, subject to City approval and accountability controls.

7.1.7 Threshold Questions for Council (2A)

- What level of national market reach is worth the additional cost and setup complexity?
- What minimum on-site staffing is necessary for Rally execution?

- What controls are needed to ensure responsiveness and transparency at the City level?

7.2 Sub-Option 2B — Nonprofit Operator (City-Led New Nonprofit or Adapted Existing)

7.2.1 Summary

Under Sub-Option 2B, the operator would be a nonprofit entity that performs sponsorship sales and sponsor contracting under the public-facing City-operator agreement. At a threshold level, this pathway can take two forms:

- a City-led formation of a new nonprofit whose mission is narrowly tailored to monetize the City's Rally sponsorship and licensing inventory for the benefit of the City; or
- evaluation of an existing qualified nonprofit willing and able to expand or revise its mission and governance to conform to the required framework.

7.2.2 Strengths

- Local familiarity and potentially stronger local coordination during Rally operations.
- Ability to design governance and reporting structures tailored to City accountability needs.
- Potentially bridge-ready for 2026 if governance and staffing are established quickly.
- Ability to preserve local accountability while still using targeted national support where helpful.
- City objectives, including revenue optimization, are the operator's sole interest focus.

7.2.3 Weaknesses / Risks / Threats

- Capability ramp-up risk: the nonprofit must have real staffing, systems, and sales capacity.
- Risk of under-resourcing leading to underperformance or sponsor dissatisfaction.
- Governance pitfalls if conflicts, accountability, or reporting controls are not designed clearly.
- Need for careful design to ensure the entity operates as a real operator and not a nominal pass-through.

7.2.4 2026 Readiness and Transition Considerations

A nonprofit operator appears to present the most workable path for a local 2026 bridge structure if governance, staffing, and transition support can be put in place quickly and credibly. Its feasibility depends less on formal procurement timing and more on whether the City can establish a real operating framework in time, including leadership, administrative support, clear reporting, and an orderly handoff process.

If this pathway is selected, the most important near-term question will be whether the nonprofit can be organized and staffed quickly enough to begin operating with real credibility while relying on the required transition engagement with the City's current Brand and Sponsorship Director through the 87th Rally.

7.2.5 Governance Foundation Documents (2B-Specific)

If the Council selects 2B, the City will need to prepare governance foundation documents that create a credible operating structure from the outset. At minimum, that work would include:

- Articles of Incorporation establishing a mission limited to monetizing City-authorized Rally sponsorship and licensing inventory for the benefit of the City, along with appropriate restrictions on distributions, dissolution, and purpose.
- Bylaws establishing board structure, selection or appointment methods, officer roles, conflicts-of-interest rules, meeting and governance procedures, financial controls, audit expectations, and reporting obligations.
- Conflicts-of-interest and related governance policies sufficient to ensure public confidence and reduce the risk of self-dealing or informal control.
- A financial and operational reporting framework aligned with the City's oversight needs and the "no black box" principles described in Section 3.

The purpose of these documents is not merely organizational formality. They are the mechanism by which the City would ensure the nonprofit is a real, independent operator with durable governance, accountability, and capacity, rather than a nominal pass-through entity.

7.2.6 Key Drafting Issues (2B-Specific)

- Board credibility and independence. The nonprofit's board structure must be qualified, stable, and protected against conflicts, while still remaining aligned with the City's public accountability expectations.
- Real operating capacity. The nonprofit must have a realistic staffing model, leadership structure, and administrative support sufficient to perform the operator function in practice, not just in concept.
- Clear accountability to the City. Reporting requirements, audit rights, approval triggers, and performance standards must be drafted to ensure the nonprofit does not become opaque or difficult to supervise.
- Transition and knowledge transfer. The governing documents and prime agreement must be coordinated with the required transition engagement through the 87th Rally so that continuity and sponsor relationships are preserved while the nonprofit builds capacity.
- Separation from informal control. The structure must be designed so that the nonprofit operates as a legitimate and accountable entity, rather than as an informal extension of any one individual, sponsor, or stakeholder group.

7.2.7 Hybrid Enhancements (2B)

Under a nonprofit pathway, the operator could engage a national specialized agency for discrete support functions while retaining operator accountability locally. Examples include:

- sponsor recruitment and lead generation (finder's fee structure);
- valuation and package design consulting; and
- systems support for sponsorship tracking and fulfillment.

Any hybrid engagement should be controlled by City approval of material vendor relationships, conflict disclosures, and cost controls.

7.2.8 Threshold Questions for Council (2B)

- What governance structure ensures credibility, independence, and accountability?
- What staffing plan is required for the nonprofit to perform at a professional level?
- What reporting and audit rights are necessary to ensure transparency at the City level?

7.3 Sub-Option 2C — Local For-Profit Operator

7.3.1 Summary

Under Sub-Option 2C, the City would select a local for-profit operator to perform sponsorship sales and sponsor contracting under the public-facing City-operator agreement. Because the operator would be a private, profit-seeking entity selected to provide a complex "best value" service, this pathway is most naturally aligned with the RFP process described in Section 6.

7.3.2 Strengths

- Local presence and local knowledge.
- Potential agility and strong on-the-ground coordination.
- Potential for a strong locally managed sponsor-servicing model, depending on operator capability.

7.3.3 Weaknesses / Risks / Threats

- In a small market, a local for-profit selection process may create a greater risk of favoritism concerns, perceived insider access, or disappointment among unsuccessful proposers unless the procurement and evaluation process is designed and documented with particular care.
- The capability, systems, staffing depth, and sponsor-development experience of potential local operators may vary significantly, creating a wider range of possible performance outcomes than under a more established national model.

- A local for-profit structure may raise political or public questions about private profit being derived from City-related Rally inventory unless the agreement, compensation model, and accountability framework are clearly explained.
- Because the operator's business interests may extend beyond the City's interests, the City would need strong conflict-of-interest, reporting, and related-party controls to preserve confidence in the relationship.
- If a local operator lacks sufficient systems, sponsor-network reach, or fulfillment capacity, the City could face performance and continuity risks unless those weaknesses are offset by staffing, technology, or targeted outside support.

7.3.4 2026 Readiness and Transition Considerations

A local for-profit operator may be workable for 2026, but that outcome depends on two things occurring on the required timeline: a defensible and timely selection process, and selection of an operator with sufficient staffing, systems, and operational capacity to assume the function without material disruption.

This pathway may be more workable for 2026 than a national-agency model because of local presence and reduced mobilization barriers, but it also carries more immediate procurement and transition risk than a nonprofit bridge concept if the City must move quickly. As with the other sub-options, continuity would depend heavily on the required transition engagement with the City's current Brand and Sponsorship Director through the 87th Rally.

7.3.5 Key Drafting Issues (2C-Specific)

- Strong conflict-of-interest controls and related-party restrictions;
- Clear process documentation and evaluation criteria;
- Defined reporting, audit, and performance standards; and
- Stepped compensation structure reflecting the City's existing sponsor base for the 86th and 87th Rallies.

7.3.6 Process Defensibility / Optics Controls (2C)

If 2C is pursued, the City should place particular emphasis on process controls that reduce favoritism concerns. Because the local universe of plausible operators may be small, the appearance of favoritism or informal preselection could become a material political and process risk unless the RFP and evaluation process are designed with particular care. Relevant controls include:

- clear evaluation criteria published in the RFP and applied consistently;
- evaluation committee composition and conflict disclosures;
- written documentation of the basis for award; and
- strong conflict-of-interest and related-party controls in the prime agreement.

7.3.7 Hybrid Enhancements (2C)

A local for-profit operator could engage a national specialized agency for discrete functions such as lead generation, sponsor recruitment, or valuation support, while retaining operator accountability locally. Any hybrid arrangement should be governed by City approval, cost controls, and conflict disclosures.

7.3.8 Threshold Questions for Council (2C)

- What procurement structure best protects the City from the perception of favoritism?
 - What minimum capability requirements should be required to ensure performance?
 - What accountability measures are needed to preserve public confidence?
-

8. Comparative Summary (2A vs 2B vs 2C)

8.1 Comparative Table (Non-Scored)

A separate comparative table is included to assist the Council in evaluating Sub-Options 2A, 2B, and 2C in a neutral, non-scored format. The purpose of that table is not to recommend a result, but to present the principal distinctions among the sub-options in a side-by-side structure that highlights their relative strengths, weaknesses, risks, transition demands, and drafting implications.

The table should be read together with this memorandum. It is intended to summarize and organize the comparison, not replace the narrative analysis in Sections 7 and 8. In particular, the table should help the Council focus on the practical differences among the sub-options with respect to 2026 readiness, operator capability, governance/accountability structure, procurement or formation requirements, political and public-perception risks, and long-term continuity.

8.2 Key Decision Tradeoffs (Neutral Summary)

The principal tradeoffs among the three sub-options appear to be these:

- 2A offers the strongest potential market reach, sponsor-development systems, and national sales capacity, but it also requires the most deliberate long-term transition planning and is not a realistic standalone solution for the 86th Rally.
- 2B offers the greatest flexibility to build a locally accountable structure around the City's needs and appears to present the most workable bridge concept for 2026, but it requires credible governance, real staffing, and disciplined institutional design to succeed.

- 2C offers local presence and potential agility, but it carries the greatest procurement and optics sensitivity and depends heavily on whether a qualified local operator emerges through a defensible process.

Viewed another way, the choice is not simply between national, nonprofit, and local for-profit models in the abstract. It is a choice among:

- greater national-market reach and systems sophistication (2A),
- greater governance tailoring and local public-benefit alignment (2B), and
- greater local business flexibility with increased procurement/process sensitivity (2C).

8.3 Hybrid Variants (Combining Strengths Without Outsourcing the Operator Role)

If the Council later selects 2B or 2C, the operator can incorporate targeted national-agency support without delegating the operator role itself. This may allow the City to combine:

- local accountability, local presence, and local coordination; with
- national lead generation, sponsor recruitment, or valuation support.

Hybrid arrangements should remain subject to City approval, cost controls, and operator accountability.

9. Next Steps and Future Council Action

9.1 Next Deliverables by Sub-Option

When the Council selects a sub-option, staff's next work will generally include the following:

If the Council selects 2A:

- preparation of an RFP package, including scope of services, authorized inventory schedule, evaluation criteria, and proposal instructions;
- development of a draft public City-operator agreement framework;
- development of service-level standards, reporting requirements, audit rights, and on-site activation expectations; and
- a proposed implementation timeline, including bridge planning for the 86th Rally and transition planning for the 87th Rally and beyond.

If the Council selects 2B:

- preparation of draft Articles of Incorporation, Bylaws, and governance policies;
- development of a proposed board structure and governance framework;
- development of a draft public City-operator agreement framework;

- preparation of a proposed staffing and transition plan, including the required engagement of the City's current Brand and Sponsorship Director through the 87th Rally; and
- development of reporting, audit, and accountability structures consistent with the City's oversight needs.

If the Council selects 2C:

- preparation of an RFP package, including scope of services, authorized inventory schedule, evaluation criteria, proposal instructions, and conflict-of-interest safeguards;
- development of a draft public City-operator agreement framework;
- development of selection-process documentation and process-defensibility controls, including evaluation structure and disclosure expectations; and
- a proposed implementation timeline, including transition planning and continuity protections for the 86th and 87th Rallies.

9.2 Implementation Timeline and Checkpoints

Following future Council direction, staff will return with:

- a proposed implementation timeline;
- a recommended schedule of Council checkpoints; and
- a transition plan for sponsor servicing and deliverable fulfillment.

9.3 Attachments / Exhibits

- Exhibit A: Evaluation criteria and comparative table (non-scored)

Exhibit A

Comparative Decision Scorecard (Non-Scored): Option 2 Sub-Options 2A / 2B / 2C

Purpose: assist Council and public review of the three operator pathways under Option 2. This exhibit is neutral and non-scored. It highlights principal distinctions, tradeoffs, risks, and drafting implications, but it does not recommend a result.

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Evaluation Criterion	2A — National Specialized Agency	2B — Nonprofit Operator	2C — Local For-Profit Operator
Operator Model	National specialized agency serves as operator under a public City-operator agreement.	Nonprofit entity serves as operator under a public City-operator agreement; most naturally as a new City-led nonprofit, though an existing nonprofit could be adapted if willing and able to conform to the required mission and governance structure.	Local for-profit contractor or business entity (existing or newly formed) serves as operator under a public City-operator agreement.
Core Strength	Strongest potential market reach, sponsorship sales systems, and sponsor-development capacity.	Strongest ability to tailor governance and accountability structure to City needs while preserving local alignment.	Strongest combination of local presence, business agility, and potentially responsive on-the-ground coordination.
Primary Risk	Higher cost/commission structure and potential mismatch between a national model and the City's Rally-specific operational realities.	Risk of underperformance if governance, staffing, or systems are underdeveloped or slow to mature.	Greater procurement/process optics risk in a small market; quality and capacity may vary significantly by proposer.
2026 Readiness / Transition Complexity	Not workable as a standalone 2026 solution and would require a bridge approach for 2026. For 2027 and beyond, likely requires the most structured transition planning and a strong on-site servicing plan.	Likely the most workable bridge concept for 2026 if governance, staffing, and transition support are put in place quickly and credibly; also workable for 2027 and beyond.	Potentially workable for 2026 depending on the timing of Council action, the procurement timeline, proposer capacity, and transition discipline; workable for 2027 and beyond.
Transition / Handoff Through 87th Rally	Likely to rely heavily on the required transition engagement with the current Rally and Sponsorship Director to bridge local knowledge and sponsor continuity.	Well-suited to a structured handoff if the nonprofit is intentionally built around continuity and local relationship management.	Also dependent on the required transition engagement; success depends on how well the selected operator absorbs City knowledge and sponsor relationships.
Sponsor Sales Capacity / Systems	Typically strongest formal sales systems, sponsor valuation methods, and national lead-generation capacity.	Variable; depends on whether the nonprofit is built with real leadership, systems, and staffing from the start.	Variable; may be strong if a sophisticated local operator emerges, but less predictable than 2A.
On-the-Ground Activation / Fulfillment Capacity	May require contractually mandated on-site staffing and Rally-period presence to ensure responsiveness and seamless sponsor servicing.	More naturally positioned for local activation support if properly staffed.	Potentially strong due to local presence, but depends on actual staffing depth and operator sophistication.
Market Reach / Sponsor Development Potential	Highest potential access to new sponsor categories and broader national sponsor relationships.	Moderate; may improve over time, especially if hybrid support is used.	Moderate; may be strongest in regional/local relationships unless supplemented with outside help.
Local Knowledge / Local Coordination	Lowest natural familiarity with local context unless supplemented by local staffing and strong transition support.	Strong local alignment if governance and staffing are built intentionally.	Strongest natural local familiarity and physical proximity.
Governance / Accountability Structure	Accountability must be created primarily through contract terms, reporting, audits, and performance standards.	Accountability can be built into both the nonprofit's governance documents and the prime agreement.	Accountability must be created through contract terms, procurement conditions, conflict controls, and reporting.

Continued on next page.

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Exhibit A (continued)

Comparative Decision Scorecard (Non-Scored): Option 2 Sub-Options 2A / 2B / 2C

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Evaluation Criterion	2A — National Specialized Agency	2B — Nonprofit Operator	2C — Local For-Profit Operator
Reporting / Auditability / 'No Black Box' Controls	Requires robust contract-based reporting and audit rights to ensure transparency at the City level.	Can be designed to be highly transparent at the City level through bylaws, reporting obligations, and agreement terms.	Requires strong contract-based reporting, audit rights, and conflict controls to preserve confidence.
Need for Governance Foundation Documents	No separate governance-formation documents required beyond procurement and agreement drafting.	Requires Articles of Incorporation, Bylaws, conflicts policies, governance framework, and related startup work.	No separate governance-formation documents required beyond procurement and agreement drafting.
Procurement Process	Anticipates competitive sealed proposal / RFP process.	Does not necessarily require the same RFP path if the City forms the nonprofit structure directly, though substantial governance drafting is required.	Anticipates competitive sealed proposal / RFP process.
Procurement / Process Defensibility	Generally defensible if the RFP is clear and the evaluation criteria fit a best-value operator model.	Governance design, board formation, and startup legitimacy are the major defensibility issues rather than formal procurement.	Highest optics sensitivity; requires especially careful RFP design, conflict disclosures, and award documentation.
Compensation / Net-to-City Alignment	Likely higher commission expectations, but may offer stronger sponsor-development upside.	Compensation can be structured more flexibly and may align well with City goals if the nonprofit is properly designed.	Compensation may be market-competitive, but local profit motive and proposer quality may vary.
Stepped Compensation for 86th and 87th Rallies	Should reflect that the City has already secured much of the 86th Rally sponsor base; likely requires a reduced and stepped compensation model.	Same stepped-compensation concept applies; can be tailored cleanly in the prime agreement and related startup framework.	Same stepped-compensation concept applies; may require especially careful drafting in the RFP and agreement.
Long-Term Stability / 5-Year Term Fit	Likely attractive to a national agency if the economics justify the opportunity and the performance expectations are clear.	Strong fit if Council wants a durable local structure built for long-term continuity.	Also potentially a strong fit, but long-term stability depends heavily on operator quality and process credibility.
Institutional Resilience / Continuity	Less dependent on specific City staff for sponsor sales, but more dependent on contract oversight and successful integration with local operations.	Can be designed for continuity if governance and staffing are real and durable; vulnerable if underbuilt.	Potentially resilient if a strong local operator is selected, but continuity may be more personality-dependent.
Hybrid Potential	Less central, because the operator itself is the national specialist.	High; nonprofit operator can retain a national agency for discrete recruitment, lead-generation, or valuation support.	High; local operator can retain a national agency for discrete support functions while preserving local accountability.
Political / Public Optics	May raise concern about a remote or externally controlled model unless local presence and accountability are clear.	May be viewed favorably as a locally governed/public-benefit structure if governance is credible and transparent.	May raise favoritism or insider concerns unless process design and conflict controls are especially strong.
What Staff Would Need to Draft Next	RFP package, evaluation criteria, draft prime agreement, service-level standards, and reporting package.	Articles, bylaws, governance policies, draft prime agreement, staffing/transition framework, and reporting package.	RFP package, evaluation criteria, conflict controls, draft prime agreement, and reporting package.

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Reading note: baseline City control of policy, police powers, public property, and City-owned intellectual property is assumed under all three sub-options. The most significant distinctions generally relate to 2026 readiness, operator capability, governance/accountability design, procurement or formation requirements, and political or public-perception risk.

Meeting Date: City Council - May 04 2026

Agenda Item: Consideration to approve 2026 Professional Service Agreement with SEDC

Prepared By: Aaron Jordan, City Administrator

BACKGROUND INFORMATION:

The City of Sturgis has historically partnered with the Sturgis Economic Development Corporation (SEDC) to support economic growth, business retention, and development activities within the community. This Professional Services Agreement formalizes that partnership for calendar year 2026 and outlines the services SEDC will provide on behalf of the City.

DISCUSSION:

Under the agreement, SEDC will continue to serve as the City's primary economic development partner by focusing on:

- Recruitment, retention, and expansion of retail, residential, and industrial development
- Conducting business outreach and engagement efforts
- Advising the City on economic development opportunities and risks
- Supporting Comprehensive Plan updates and data collection
- Assisting with Tax Increment Financing (TIF) applications and development processes
- Collaborating with City staff to improve planning and permitting efficiency
- Participating in community initiatives such as the Downtown Sturgis Foundation and Business Improvement District (BID)

The agreement establishes SEDC as an independent contractor, includes standard provisions related to insurance, confidentiality, and compliance with state law, and allows for termination with appropriate notice.

The total cost of the agreement is \$60,000, and the term runs from January 1, 2026 through December 31, 2026.

BUDGET IMPACT:

No impact - there is a line item in 211-9000-4651 for this expense in the 2026 Appropriations Budget

RECOMMENDATION:

Motion to approve the 2026 Professional Services Agreement with SEDC

ATTACHMENTS:

[2026 SEDC Professional Services Agreement final.pdf](#)

Approved By:
Aaron Jordan, City Administrator

Status:
Approved - Apr 28 2026

PROFESSIONAL SERVICES AGREEMENT

1. Parties: The parties to this Professional Services Agreement (“Agreement”) are the Sturgis Economic Development Corp., whose address is at 2885 Dickson Drive, PO Box 218, Sturgis, SD 57785, (“Consultant”) and the City of Sturgis, a South Dakota municipality whose address is 1040 Harley Davidson Way, Sturgis, SD 57785, (“City”).

2. Purpose: The purpose of this Agreement is to define the terms and conditions under which the Consultant agrees to provide the services described in section 3.

3. Consultant Services: Consultant will provide the following services:

A. Consultant must seek economic development, expansion, growth and retention in retail, residential, and industrial development in the Sturgis community.

B. Consultant must designate a representative to take an active part in the Downtown Sturgis Foundation and Downtown Business Improvement District.

C. Consultant must conduct visitation outreach and retention campaign with community retail tax producers and employers.

D. Consultant must be a catalyst for growth in retail, residential, and industrial growth.

E. Consultant will be one of the primary economic development advocates for the City and advise the City as to the opportunities for all types of development as well as threats to our economy.

F. The consultant will collaborate with the city in gathering relevant information and data to support the city’s development or update of the Comprehensive Plan.

G. The consultant will collaborate with the City to develop a TIF application and process appropriate for development in Sturgis, ensuring alignment with local goals, regulations and developer’s timeline.

H. The consultant will assist the City Planner to streamline and expedite the planning and permitting process ensuring that projects maintain momentum through the city’s process. This role includes assisting the city in reviewing and making process improvement recommendations that enhances efficiency and timeliness of the development review and decision-making process.

4. Compensation: In consideration of the Consultant’s services, the City will shall pay the Consultant the sum of Sixty Thousand Dollars (\$60,000.00).

5. Direction and Coordination: If the Consultant has concerns with the performance of City staff under the terms of this Agreement, Consultant must first address such issues to the City Administrator.

6. Term: This Agreement will commence on January 1, 2026, and terminate on December 31, 2026.

7. Non-Discrimination: The Parties must not provide any services under this Agreement in any manner that discriminates with regard to race, color, sex, creed, religion, ancestry, national origin, or disability.

8. Independent Contractor: Consultant is an independent contractor, and neither Consultant nor Consultant's employees or contract personnel are, or will be deemed, employees of the City. Neither party has the authority or right to legally bind the other in contract, debt or otherwise, and neither party will be liable for any obligation acquired or incurred by the other, except as might otherwise be provided herein.

9. Retail Emphasis: Consultant will prioritize using retail incubators and workshops for the development of retail entrepreneurial skills to encourage retail development.

10. Insurance: Consultant and the City must obtain insurance specified below. All such insurance coverage must be issued by an insurance company licensed to do business in the State of South Dakota. The required insurance may be provided in one or more policies, primary or excess. Certificates of all required insurance must be provided by each party to the other within 15 days of a request for the same.

A. Consultant must obtain Workers' compensation insurance providing the statutory limits required by South Dakota law.

B. Consultant must maintain liability insurance providing occurrence basis coverage for any claim arising from the use or occupancy of Consultant's building and premises in the amount of \$1,000,000 per occurrence and \$1,000,000 annual aggregate, naming the City as an additional insured.

C. Consultant must notify the City with at least thirty (30) days' written notice of an insurer's intent to cancel or not renew any of Consultant's insurance policies.

D. The City requires all those persons providing services at Consultant's premises, whether owned or leased by Consultant, to be in full compliance with the City's volunteer policy and any reasonable request of Consultant's insurers.

11. Notice: Notification required pursuant to this Agreement shall be made in writing and mailed by regular U.S. mail, postage prepaid, to the following

addresses. Such notification shall be deemed complete upon receipt by the Consultant at:

STURGIS ECONOMIC DEVELOPMENT CORP:

Sturgis Economic Development Corp
Attn: Executive Director
PO Box 218
2885 Dickson Drive
Sturgis, SD 57785-1244

IF SENT TO CITY:

City of Sturgis
Attn: Finance Officer
1040 Harley-Davidson Way
Sturgis, SD 57785

Either party may change the address or addresses for notice on ten (10) days written notice.

12. Termination: This Agreement may be terminated for cause on 30-day notice, and either Party may terminate this Agreement by giving written notice of termination to the other, upon the occurrence of any of the following events:

A. A party breaches a material obligation under this Agreement. If such a breach occurs the non-breaching party must give written notice of the breach and allow the other party thirty (30) days within which to cure the breach.

B. A party dissolves or liquidates or otherwise discontinues substantially all its business operations.

C. In the event of termination, Consultant must compensate or assume payment for any expenses incurred by City in performing its work under this Agreement.

13. Confidential Information: The parties recognize their officers, directors, employees, and agents, may have access to confidential information and that disclosure of such information could violate the rights of others. Consultant must not disclose any confidential information it obtains and acknowledges that the public records requirements of SDCL ch.1-27 govern the parties' obligations under this provision. Consultant will take appropriate action to prevent any disclosure. This section will survive termination or cancellation of this Agreement. Confidential Information is any information from or relating to the City which is confidential or proprietary in nature or that is treated as being confidential by the City, regardless of how Consultant learns of the information. Confidential Information includes trade secrets, technical,

operational, financial, or business information, plans, prospects, ideas, concepts, or know-how of or relating to the City's economic development and promotion efforts, or to the City, as well as any notes, work papers or other documents by whomever prepared that are based on Confidential Information. If Consultant is compelled to disclose Confidential Information, Consultant must, before disclosing such information, notify City in writing and cooperate with the City in any effort to obtain a protective order or other remedy and cooperate with the City to limit disclosure of the Confidential Information. Consultant must take appropriate action to prevent disclosure of Confidential Information officers, directors, employees, and agents. The confidentiality covenants contained herein will survive termination or cancellation of this Agreement.

14. Modification: Any amendments, changes, modifications, or revisions to the terms of this Agreement must be in writing and signed by both Parties with the same formality as the original Agreement.

15. Assignment: Consultant may not assign or subcontract any rights or delegate any of its duties under this Agreement without the City's prior written approval.

16. Governing Law, Jurisdiction and Venue: The validity, performance, and enforcement of this Agreement are governed by the laws of the State of South Dakota. Jurisdiction and venue of any legal proceeding involving the parties in connection with this Agreement will lie exclusively in the Circuit Court, Fourth Judicial Circuit, Meade County, South Dakota.

17. Entire Agreement: This Agreement constitutes the entire agreement between the parties relating to this matter. This Agreement 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.

[SIGNATURES ON FOLLOWING PAGE]

Meeting Date: City Council - May 04 2026

Agenda Item: Consider Second Reading of Ordinance 2026-03 (Temporary Residential Rally Camping)

Prepared By: Eric Davis, City Attorney

BACKGROUND INFORMATION:

At its April 20th meeting, the Council considered the revised temporary residential camping ordinance and directed one specific change to the definition of Rally Window. The prior draft defined the Rally Window as the official dates of the annual Sturgis Motorcycle Rally, plus three days before and three days after. At the Council's direction, the ordinance now defines the Rally Window to include the official Rally dates, plus seven days before and three days after. That change is reflected in the ordinance text on page 3.

All other changes shown in the April 20 redline have been accepted into the current draft.

DISCUSSION:

The ordinance before the Council remains the same basic framework previously discussed: it repeals and replaces Chapter 91 and creates a clearer structure for temporary residential camping. The ordinance distinguishes between lower-intensity non-Rally camping, by-right Rally camping, Rally camping by permit, and vacant-lot camping subject to transition and sunset provisions. It also retains the core approach previously discussed by the Council: property-owner-designed camping plans reviewed by the City against health, safety, welfare, sanitation, access, parking, and neighborhood-compatibility standards.

In addition to the Council-directed Rally Window change, the current draft includes a narrow new provision allowing expanded non-Rally camping by permit. This was added for the Council's consideration in response to discussion about larger residential properties that may be suitable for occasional, limited, non-commercial camping outside the Rally context, such as a family reunion or similar seasonal gathering.

That proposed expanded non-Rally permit provision is intended to be distinct from commercial Rally camping. It would remain non-commercial and would be reviewed primarily for lot size, lot layout, access, parking, sanitation, emergency access, and neighborhood compatibility. Staff included a one-acre minimum and a limit of two separate 10-day camping periods per calendar year as starting points for Council review. The Council may adjust the acreage threshold, the number of permitted periods, the length of each period, or direct the removal of the expanded non-Rally permit concept entirely.

The remaining redlines in the draft are largely conforming changes necessary to accommodate that possible expanded non-Rally camping permit option. If the Council does not wish to include that concept, those related changes can be removed. If the Council does wish to include it, staff

recommends keeping the language narrow, non-commercial, and clearly tied to larger properties suited for occasional temporary camping activity.

Staff does not believe the limited changes made between first and second reading are substantial enough to require the ordinance process to restart with another first reading. The Rally Window change was directed by the Council, and the expanded non-Rally camping provision is limited in scope and incorporated through the same general permit framework already before the Council.

Ultimately, whether the Council is ready to pass the ordinance is a policy decision for the Council. The Council may adopt the ordinance as presented, direct further changes, or provide clear direction to staff for additional revisions to be brought back at a future meeting.

CODE REFERENCES:

https://codelibrary.amlegal.com/codes/sturgissd/latest/sturgis_sd/0-0-0-2610

BUDGET IMPACT:

n/a

RECOMMENDATION:

Discuss the ordinance, consider any final changes, and consider second reading and adoption. If the Council is not ready to adopt the ordinance, provide clear direction to staff regarding any revisions to be prepared for the next meeting.

ATTACHMENTS:

[Ordinance 2026-03 - Residential Camping Ordinance - Mayor's New Framework \(Redline from April 20\) - 5-4-26](#)

[Residential Camping Infographic - Mayor's Proposal - 3-13-26](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Apr 29 2026

ORDINANCE NO. 2026-03

AN ORDINANCE REPEALING AND REPLACING CHAPTER 91, "TEMPORARY CAMPING AT A RESIDENCE WITHIN THE CITY," IN ITS ENTIRETY

SECTION 1. RECITALS.

WHEREAS, the City of Sturgis is authorized to enact ordinances to protect and promote public health, safety, and welfare; and

WHEREAS, temporary residential camping during the annual Sturgis Motorcycle Rally has long existed within the City and remains economically and culturally significant to many residents, resident-owners, and the local economy; and

WHEREAS, the Common Council recognizes that residential Rally camping can provide legitimate benefits to residents and property owners and should continue in regulated form; and

WHEREAS, the Common Council further finds that temporary camping activity in residential areas may create or intensify impacts relating to sanitation, solid waste, potable water, density, parking, traffic circulation, noise, ingress and egress, fire protection, emergency access, and neighborhood compatibility; and

WHEREAS, the Common Council finds that Rally-period camping is materially different from ordinary lower-intensity residential camping in duration, scale, intensity, traffic generation, and neighborhood effects, and may therefore be regulated differently; and

WHEREAS, the Common Council finds that lower-intensity non-Rally camping may be permitted under simpler by-right rules, while larger or more intensive Rally-period camping requires a permit structure tied to a property-specific camping plan; and

WHEREAS, the Common Council finds that a property-owner-designed camping plan reviewed by the City against identifiable health, safety, and welfare criteria is a more flexible and workable approach than rigid one-size-fits-all numerical caps alone; and

WHEREAS, the Common Council finds that owner-occupied residential properties are generally better situated to internalize and manage the impacts of temporary residential Rally camping, and that aligning incentives in favor of resident-owned and owner-occupied property is in the public interest; and

WHEREAS, the Common Council finds that camping on vacant lots not functionally tied to an owner-occupied residential dwelling presents distinct public health, safety, welfare, and compatibility concerns; and

WHEREAS, the Common Council finds that a phased sunset of certain vacant-lot camping is reasonably related to legitimate public purposes and allows a measured transition rather than abrupt discontinuance; and

WHEREAS, the Common Council finds that clearer rules are needed for the public, staff, and law enforcement, and that repeal and replacement of Chapter 91 is necessary to provide a workable and enforceable framework.

SECTION 2. REPEAL AND REPLACEMENT.

Chapter 91 of the Sturgis City Code is hereby repealed in its entirety and replaced to read as follows:

CHAPTER 91. TEMPORARY RESIDENTIAL CAMPING

§ 91.01 PURPOSE AND INTENT.

The purpose and intent of this chapter are to preserve temporary residential camping in regulated form; distinguish between lower-intensity non-Rally camping and more intensive Rally-period camping; protect the public health, safety, and welfare; address sanitation, fire and life safety, emergency access, traffic, parking, and neighborhood compatibility concerns; and provide a clear administrative and enforcement framework.

§ 91.02 GENERAL RULE; SCOPE.

- (A) Temporary camping on private property is prohibited unless:
 - (1) Conducted in a state-licensed commercial campground; or
 - (2) Conducted on qualifying residential property in compliance with this chapter.
- (B) This chapter governs only temporary residential camping on qualifying residential property.
- (C) Nothing in this chapter authorizes nuisance conduct, conduct prohibited by other City ordinances or state law, or conduct in violation of applicable fire restrictions, burn bans, or emergency orders.

§ 91.03 DEFINITIONS.

For purposes of this chapter, the following terms shall have the meanings set forth below:

ADJOINING LOT. A lot contiguous to the lot containing the primary residential dwelling.

CAMPER. Any person sleeping, lodging, or residing overnight in a camping unit or otherwise temporarily camping on qualifying residential property.

CAMPING. The temporary overnight use of a camping unit or other temporary sleeping arrangement for lodging on private property.

CAMPING UNIT. A tent, recreational vehicle, travel trailer, fifth-wheel trailer, camper, motorhome, van, or other temporary sleeping unit used for camping.

CITY ADMINISTRATOR. The City Administrator of the City of Sturgis or the City Administrator's designee.

GUEST RECORD. A written or electronic record maintained by the host identifying the names, addresses, and phone numbers of campers or responsible adult guests present on the property.

NEARBY LOT. A lot that, while not contiguous, is sufficiently proximate and functionally related to an owner-occupied residential dwelling under the same ownership to reasonably serve that dwelling for temporary residential camping purposes, as determined by the City Administrator. In making that determination, the City Administrator may consider whether the lot is on the same block, within convenient walking distance, and functionally serving the primary residential parcel rather than constituting a separate unrelated vacant lot elsewhere in the City.

NON-RALLY CAMPING. Temporary residential camping occurring outside the Rally Window.

OWNER'S CAMPING PLAN. A plan designed and submitted by the property owner that describes how proposed camping activity will occur on the property and how applicable health, safety, and welfare standards will be satisfied.

OWNER-OCCUPIED RESIDENTIAL DWELLING. A residential dwelling occupied as a primary residence by at least one record owner of the property and receiving the owner-occupied tax designation by Meade County.

QUALIFYING RESIDENTIAL PROPERTY. Property eligible to host temporary residential camping under § 91.05 of this chapter.

RALLY CAMPING. Temporary residential camping occurring during the Rally Window.

RALLY WINDOW. The official dates of the annual Sturgis Motorcycle Rally as set by the Common Council, plus the ~~three-seven~~ (73) calendar days immediately preceding and the three (3) calendar days immediately following those official dates.

RESIDENTIAL CAMPING PERMIT. A permit issued under this chapter authorizing ~~Rally-temporary residential~~ camping ~~above that exceeds~~ the by-right limits ~~established herein or otherwise requires permit approval under this chapter.~~

SOLID WASTE MANAGEMENT PLAN. A plan describing how trash, garbage, refuse, and similar waste generated by camping activity will be collected, stored, and removed.

§ 91.04 RALLY WINDOW.

Rally camping is allowed only during the Rally Window as defined in § 91.03.

§ 91.05 QUALIFYING RESIDENTIAL PROPERTY.

- (A) Properties improved with a single-family residential dwelling may host temporary residential camping in accordance with this chapter.
- (B) By-right Rally camping under § 91.07 is limited to properties improved with a single-family residential dwelling.
- (C) Properties improved with a duplex, triplex, or four-plex residential dwelling may host temporary residential camping only by Residential Camping Permit and only if owned by a Sturgis resident.
- (D) An eligible residential dwelling may host camping on an adjoining or nearby lot under the same ownership, but only as permitted by § 91.15.
- (E) Vacant-lot camping is otherwise prohibited except as expressly authorized by § 91.15.

§ 91.06 BY-RIGHT NON-RALLY RESIDENTIAL CAMPING.

- (A) By-right non-Rally camping is permitted only on a non-commercial basis.
- (B) No fee, rent, charge, donation, contribution, or other consideration may be required or accepted in exchange for non-Rally camping under this section.
- (C) By-right non-Rally camping under this section shall be limited to family, friends, or similarly invited guests and may not be publicly advertised or offered to the general public.
- (D) By-right non-Rally camping shall not exceed:
 - (1) Three (3) camping units at any given time;
 - (2) Ten (10) campers at any given time; and
 - (3) Seven (7) calendar days per year.
- (E) All by-right non-Rally camping remains subject to the generally applicable standards of this chapter.
- (F) The City Administrator may issue a Residential Camping Permit authorizing expanded non-Rally camping above the limits in subsection (D) if the following requirements are satisfied:
 - (1) The property is a qualifying residential property of at least one (1) acre;
 - (2) The camping remains non-commercial and is limited to family, friends, or similarly invited guests;
 - (3) The camping is limited to not more than two (2) separate camping periods per calendar year, each not to exceed ten (10) consecutive calendar days; and
 - (4) The City Administrator determines that the proposed camping is reasonably compatible with the property and surrounding neighborhood based on lot size, lot layout, access, parking, sanitation, emergency access, and other applicable health, safety, and welfare considerations.

The City Administrator may impose reasonable conditions necessary to address the standards in this subsection.

§ 91.07 BY-RIGHT RALLY RESIDENTIAL CAMPING.

- (A) By-right Rally camping is permitted only during the Rally Window.

- (B) By-right Rally camping is permitted only on properties improved with a single-family residential dwelling.
- (C) By-right Rally camping shall not exceed, at any given time:
 - (1) Three (3) camping units and
 - (2) Ten (10) campers.
- (D) Other authorized residential dwellings may host Rally camping only by Residential Camping Permit.
- (E) All by-right Rally camping remains subject to the generally applicable standards of this chapter.

§ 91.08 PERMIT REQUIRED FOR RALLY CAMPING ABOVE BY-RIGHT LEVELS.

- (A) A Residential Camping Permit is required whenever Rally camping exceeds the by-right limits established in § 91.07.
- (B) The permit fee shall be zero dollars (\$0.00).
- (C) No universal ordinance-wide maximum number of camping units or individual campers is established for Rally camping authorized by permit under this section.
- (D) Instead, the maximum intensity of permitted Rally camping authorized on a particular property shall be established through the permit approval process based upon:
 - (1) lot size,
 - (2) lot layout and physical characteristics,
 - (3) relationship to neighboring property,
 - (4) the Owner's Camping Plan, and
 - (5) compliance with the standards of this chapter.

§ 91.09 PERMIT APPLICATION TIMING AND FILING.

- (A) Applications for Rally camping permits shall be filed no later than June 15 of the applicable year. **Applications for expanded non-Rally camping permits under § 91.06(F) shall be filed at least thirty (30) days before the first proposed camping period.**
- (B) No permit application is required for by-right non-Rally camping authorized under § 91.06(A) through (E).
- (C) A permit application shall include, at a minimum **and to the extent applicable to the permit requested:**
 - (1) Owner name and contact information;
 - (2) Property address and parcel information;
 - (3) Whether the dwelling is owner-occupied, where relevant;
 - (4) Whether camping is proposed on the dwelling parcel only or also on an adjoining or nearby lot under the same ownership;
 - (5) The estimated maximum number of camping units and campers proposed at any given time;
 - (6) The proposed dates of operation;
 - (7) The type or types of camping units proposed;
 - (8) A simple site sketch or aerial-image-based plan showing property lines, dwelling location, access points, proposed camping areas, restroom locations,

on-site and, if applicable, other lawful off-site vehicle parking areas, and emergency access areas, as applicable;

- (9) The Owner's Camping Plan required by § 91.10; and
 - (10) Such additional reasonable information as the City Administrator may request only when necessary to assess a specific health, safety, or welfare issue under the standards of this chapter.
- (D) The application shall identify a responsible on-site contact person available during the Rally Window.
 - (E) A Residential Camping Permit is parcel-specific, non-transferable, and valid only for the dates, intensity, and conditions approved.
 - (F) For an expanded non-Rally camping permit under § 91.06(F), the City Administrator may use a simplified application form and may limit required application materials to information reasonably necessary to evaluate lot size, lot layout, access, parking, sanitation, emergency access, and neighborhood compatibility.

§ 91.10 OWNER'S CAMPING PLAN.

- (A) The property owner is responsible for designing and submitting an Owner's Camping Plan tailored to the property.
- (B) The City's role is not to prescribe every operational detail of camping on the site, but to review the owner's proposed plan against baseline health, safety, and welfare criteria.
- (C) The Owner's Camping Plan shall address, at minimum:
 - (1) Proposed site layout and overall camping density;
 - (2) Placement of camping units;
 - (3) Restroom facilities available to campers on-site;
 - (4) Parking impacts and the location of required vehicle parking, whether on-site or at other lawful off-site locations identified in the Owner's Camping Plan;
 - (5) Safe and adequate ingress and egress;
 - (6) Fire lanes and emergency access;
 - (7) Fire and life-safety hazards and proposed mitigation measures;
 - (8) Availability of potable water;
 - (9) Solid waste and garbage management; and
 - (10) Acknowledgement of applicable noise regulations and fire bans.
- (D) For an expanded non-Rally camping permit under § 91.06(F), the Owner's Camping Plan may be satisfied by a simplified written description and site sketch addressing the criteria in § 91.06(F), unless the City Administrator determines that additional information is reasonably necessary to evaluate a specific health, safety, welfare, access, parking, sanitation, or neighborhood-compatibility issue.

§ 91.11 REVIEW STANDARDS; APPROVAL; CONDITIONS; DENIAL.

- (A) The City Administrator shall review and act upon permit applications under this chapter.
- (B) The City Administrator may approve, approve with reasonable conditions, or deny an application.

- (C) Denial may occur only if the application or Owner’s Camping Plan presents clear, identified, unmitigated health, safety, or welfare deficiencies based on the standards of this chapter.
- (D) Conditions may be imposed only to address identified health, safety, or welfare concerns based on the standards of this chapter.
- (E) Any denial of an application shall be in writing and shall identify the specific health, safety, or welfare deficiencies supporting denial, together with the applicable standard or standards of this chapter.
- (F) Any approval with conditions shall be in writing and shall identify the specific health, safety, or welfare concern supporting each condition, together with the applicable standard or standards of this chapter.
- (G) Any permit approval shall identify the maximum number of camping units at any given time, the maximum number of campers at any given time, the approved dates of operation, and any conditions of approval for the parcel.
- (H) In reviewing an application, the City Administrator may consider:
 - (1) Lot size;
 - (2) Lot layout and topography;
 - (3) Density and arrangement of camping units;
 - (4) Relationship to adjoining properties;
 - (5) Parking capacity and circulation;
 - (6) Sanitation facilities;
 - (7) Fire and life-safety concerns;
 - (8) Emergency access;
 - (9) Adequacy of potable water;
 - (10) Adequacy of waste handling;
 - (11) Whether the proposed arrangement creates overcrowding or unsafe site conditions; and
 - (12) Whether any lot proposed as “nearby” is functionally serving the primary residential parcel.
- (I) Camping units and campers must be arranged so as not to create overcrowding, unsafe site conditions, blocked access, or unreasonable interference with emergency access or neighboring property.
- (J) The portion of a parcel devoted to camping, and the density of camping activity upon it, must be reasonably supportable based on the physical characteristics of the property and the Owner’s Camping Plan.

§ 91.12 STANDARDS APPLICABLE TO ALL RESIDENTIAL CAMPING.

All residential camping under this chapter shall comply with the following:

- (A) A minimum five-foot (5') setback from all property lines;
- (B) No camping arrangement that blocks or materially interferes with safe access, emergency response, or required circulation;
- (C) Adequate sanitation and restroom access;
- (D) Adequate potable water;
- (E) Suitable fire extinguishers proportional to the scale of camping activity;
- (F) Safe movement and circulation on the site;

- (G) Identification and mitigation of site-specific hazards;
- (H) Compliance with applicable noise ordinances;
- (I) Compliance with applicable fire bans, burn restrictions, and emergency orders.

§ 91.13 PARKING AND VEHICLE PLACEMENT.

- (A) Motorcycles and passenger vehicles associated with camping may park on-street where otherwise lawful.
- (B) Towing vehicles, trailers, and RVs associated with camping must be parked on the owner's property or at another lawful off-site off-street location reasonably available for the camping activity and identified in the Owner's Camping Plan.
- (C) Camping activity and associated vehicle parking may not materially interfere with traffic, alleys, sidewalks, hydrants, driveways, neighboring access, or emergency access.

§ 91.14 GUEST RECORDS.

- (A) The host shall maintain a Guest Record for public-safety purposes.
- (B) The Guest Record need not be routinely submitted to the City and is not subject to routine inspection.
- (C) The Guest Record shall be retained until one (1) month after the conclusion of the Rally Window.
- (D) The Guest Record may be produced only:
 - (1) with consent of the host;
 - (2) pursuant to a warrant, subpoena, court order, administrative subpoena, or other lawful compulsory process, or
 - (3) without prior process only where otherwise permitted by law due to exigent circumstances or an active emergency requiring immediate access.

§ 91.15 VACANT-LOT TRANSITION AND SUNSET.

- (A) Properties improved with an owner-occupied residential dwelling may host camping on an adjoining or nearby lot under the same ownership.
- (B) All other vacant-lot camping may continue only if the owner can show camping occurred in 2025.
- (C) Proof under subsection (B) may include, by way of example, dated photographs, booking or reservation records, affidavits, prior permit records, or similar reasonably reliable documentation.
- (D) For vacant lots that are not adjoining or nearby an owner-occupied residential dwelling under the same ownership, camping sunsets:
 - (1) After the 2028 Rally for non-Sturgis residents; and
 - (2) After the 2030 Rally for Sturgis residents.
- (E) Thereafter, no camping on vacant lots is permitted unless the lot is adjoining or nearby an owner-occupied residential dwelling under the same ownership.

§ 91.16 APPEALS.

- (A) The following decisions may be appealed to the Board of Adjustment:
 - (1) Denial of a Residential Camping Permit;
 - (2) Approval of a Residential Camping Permit with conditions;
 - (3) Suspension of a Residential Camping Permit; and
 - (4) Revocation of a Residential Camping Permit.
- (B) Any appeal under this section shall be filed with the Finance Officer within ten (10) days after written notice of the decision appealed from.
- (C) The Board of Adjustment shall review the appealed decision as a quasi-judicial determination and shall affirm the City Administrator's decision unless it determines that the City Administrator abused discretion in applying the standards of this chapter or that the decision was not supported by the written findings required by this chapter.
- (D) The Board of Adjustment shall not substitute its policy judgment for that of the City Administrator on matters committed by this chapter to the City Administrator's review and determination.

§ 91.17 SUSPENSION, REVOCATION, AND ENFORCEMENT.

- (A) A Residential Camping Permit may be suspended or revoked for violation of this chapter or violation of permit conditions.
- (B) Except in cases involving immediate health or safety concerns, the City shall provide reasonable notice and an opportunity to cure before suspension or revocation.
- (C) Any person who violates any provision of this chapter is guilty of a Class 2 misdemeanor.
- (D) Each calendar day that a violation continues may be treated as a separate offense.
- (E) Fine schedule, per parcel per calendar year:
 - (1) One hundred dollars (\$100.00) for the first violation;
 - (2) Two hundred fifty dollars (\$250.00) for the second violation; and
 - (3) Five hundred dollars (\$500.00) for the third and each subsequent violation.
- (F) Criminal enforcement under this section is cumulative and does not preclude permit denial, conditioning, suspension, revocation, or other lawful remedies.

SECTION 3. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect and be in force from and after its passage, approval, and publication according to law.

Adopted by action of the Sturgis Common Council on the _____ day of _____, 2026.

CITY OF STURGIS

9 of 10

May 4, 2026
 Mayor's Revised Framework
 (Redline from April 20th)

Tony Dargatz, Mayor Pro Tempore

(Seal)

ATTEST:

Ann Bertolotto, Finance Officer

First reading:

Second reading:

Adopted:

Published:

Effective:

Mayor's Revised Proposed Residential Rally Camping Framework



The proposed framework keeps lower-intensity camping simpler, uses a **free permit** for larger Rally-period camping, and focuses on practical health, safety, and neighborhood-compatibility standards rather than rigid one-size-fits-all caps.

LOWER-INTENSITY, NON-COMMERCIAL

By-right residential camping — Non-Rally

- Up to 3 camping units
- Up to 10 campers
- Up to 7 calendar days per year

WITHOUT PERMIT

By-right residential camping — Rally

- Up to 3 camping units
- Up to 10 campers
- Owner-occupied single-family residential dwelling only (other residential dwellings by permit)

SETBACKS

5-foot setback

Applies to all residential camping and all property lines.

RALLY-PERIOD CAMPING

When a permit is required

If Rally-period camping exceeds the by-right level, a **free permit** is required.

Small-scale camping remains simpler. Larger Rally-period camping moves into the permit process.

PERMIT FRAMEWORK

No automatic hard caps

- Permit application, review, and approval process will be owner-centered and deniable only if clear health or safety deficiencies remain unmitigated, with a right to appeal.
- No fixed maximum number of camping units or individual campers.
- Scale depends on the site and whether the plan satisfies health, safety, and welfare guardrails.

OWNER'S CAMPING PLAN

Owner-designed, City-reviewed

The property owner designs and submits a camping plan tailored to the property. The City's role is not to dictate how camping must be conducted on the site, but to review the owner's proposed plan against baseline health, safety, and welfare criteria.

- Proposed site layout and overall camping density
- Restroom facilities available for guests on-site
- Parking impacts and available on-site space for required vehicle parking
- Fire and life-safety hazards and proposed mitigation measures
- Safe and adequate ingress and egress
- Adequate fire lanes and emergency access
- Availability of potable water
- Solid waste and garbage management
- Acknowledgement of applicable noise regulations and fire bans

Mayor's Revised Proposed Residential Rally Camping Framework



PARKING RULES

Vehicle placement

- Motorcycles and passenger vehicles may park on-street where lawful.
- Towing vehicles, trailers, and RVs must be parked on the owner's property.

SAFETY REQUIREMENTS

Sanitation and safety

- Porta-potties for tent camping unless adequate restroom access is available in the home.
- Suitable fire extinguishers for scale.
- Potable water availability.
- Safe access and movement on the site.
- Identification and mitigation of site-specific hazards.
- Solid waste management plan.

ELIGIBLE PROPERTIES

Who can host

- Single-family residential dwelling, regardless of whether owned by a Sturgis resident or non-resident.
- Duplex, triplex, or four-plex if owned by a Sturgis resident, by permit.
- Dwelling may also host camping on an adjoining or nearby vacant lot under the same ownership.

PUBLIC SAFETY

Guest record

Maintained by the host for public-safety purposes. Only provided to appropriated public officials if necessary for law enforcement or emergency management purposes during the Rally window.

VACANT-LOT TRANSITION AND SUNSET

Vacant-lot camping

Adjoining or nearby vacant lots tied to an owner-occupied residential dwelling under the same ownership may continue to be used. Other vacant-lot camping phases out over time.

2025

2028 Rally

2030 Rally

- Owners of an owner-occupied residential dwelling with an adjoining or nearby vacant lot under the same ownership may allow camping activity on that vacant lot.
- All other vacant-lot camping may continue only if the owner can show camping occurred in 2025.
 - For vacant lots that are not adjoining or nearby an owner-occupied residential dwelling, camping sunsets after the **2028 Rally** for non-Sturgis residents.
 - For vacant lots that are not adjoining or nearby an owner-occupied residential dwelling, camping sunsets after the **2030 Rally** for Sturgis residents.
- Thereafter, no camping on vacant lots unless the lot is adjoining or nearby an owner-occupied residential dwelling under the same ownership.

Meeting Date: City Council - May 04 2026

Agenda Item: Consider Municipal Solid Waste Services Agreement with Kieffer Sanitation

Prepared By: Rick Bush, Director of Public Works

BACKGROUND INFORMATION:

For several decades, the City of Sturgis has provided municipal solid waste services as part of its ongoing commitment to public health, environmental stewardship, and community cleanliness. As the community has grown and evolved, so too have the operational demands associated with providing reliable sanitation services to residents and businesses. Like many communities throughout western South Dakota, Sturgis has experienced increasing pressures related to rising equipment and disposal costs, evolving environmental regulations, aging infrastructure, workforce challenges, and growing service expectations.

Today, the City manages municipal solid waste operations through its Sanitation Division, which currently provides residential and commercial collection services to more than 3,000 customer accounts, including approximately 2,780 residential accounts and 352 commercial accounts. The City's Sanitation Division provides and supports a range of solid waste services, including:

- Residential garbage collection;
- Commercial garbage collection;
- Recycling services;
- Yard waste collection;
- Street and litter cleanup support;
- Seasonal and special-event sanitation operations; and
- Bi-annual City-Wide Cleanup events that allow residents additional opportunities to dispose of unwanted materials.

Historically, the City operated its own municipal landfill on the north side of town, commonly referred to as the "Big Hill Landfill." The landfill served as the primary disposal location for municipal waste generated within the community for many years. As environmental regulations and waste management standards evolved nationwide, the landfill was ultimately closed and underwent remediation efforts during the early 1980s.

Following closure of the local landfill, the City transitioned away from local household waste disposal operations and now operates a Restricted Use Rubble Site permitted through the South Dakota Department of Agriculture and Natural Resources. As a result, household garbage collected within Sturgis is transported to the Belle Fourche landfill for final disposal. This shift reflects regional and national trends toward centralized disposal facilities with greater environmental controls, regulatory oversight, and economies of scale.

In 2011, the City expanded its recycling efforts through the assistance of a state grant program. The recycling program includes a public recycling collection lot located at Exit 32 that accepts materials such as cardboard, newsprint, plastics, glass, metals, and yard waste.

Over the years, municipal solid waste management has become increasingly complex due to rising operational pressures, including increasing costs, regulatory requirements, equipment replacement needs, and staffing challenges. Currently, the City is operating with multiple collection trucks out of service, along with vacancies in both operator positions and the Solid Waste Superintendent position. In order to continue providing municipal collection services at current service levels, these positions would need to be filled, and additional significant investments in fleet replacement and equipment would likely be necessary in the near future.

In addition to the significant capital costs associated with replacing and/or adding collection vehicles, the City would continue to incur ongoing operational expenses related to staffing, maintenance, fuel, repairs, insurance, and equipment upkeep. The City has also continued to experience challenges associated with recruiting and retaining qualified CDL operators and supervisory personnel, reflecting broader workforce trends impacting the industry nationwide.

These operational and financial considerations were important factors in staff's and the Council's evaluation of the long-term sustainability, reliability, and overall cost impacts associated with continuing municipal solid waste collection operations compared to entering into a service agreement with a third-party provider. Engaging a third-party waste hauler does not eliminate City oversight or public accountability; rather, it gives the City a tool to achieve municipal solid waste goals more efficiently, sustainably, and with reduced financial risk.

In response to these challenges, the City of Sturgis issued a formal Request for Proposals in 2025 seeking qualified providers for municipal solid waste collection and disposal services. Following the formal RFP process and review of submitted proposals, the City Council acknowledged the increasing complexity and sustainability concerns associated with continuing fully City-operated collection services. On March 2, 2026, the City Council approved the selection of Waste Connections of South Dakota, Inc., operating locally as Kieffer Sanitation, as the preferred provider for Municipal Solid Waste Collection and Disposal Services and authorized staff to proceed with contract negotiations, with any final agreement remaining subject to future City Council approval.

DISCUSSION:

Following the City Council's March 2, 2026 authorization to proceed with contract negotiations, City staff communicated with Kieffer Sanitation over the course of multiple discussions regarding the proposed structure, scope, pricing, transition, and operational terms of a municipal solid waste services agreement. The agreement included in the packet was developed around the City's Request for Proposals and Kieffer's response, with additional terms negotiated to address Sturgis-specific operations, including existing routes, City billing practices, City-owned containers, commercial accounts, recycling, special events, and Rally-related service needs.

A central feature of the proposed agreement is that the City is not transferring control of its municipal solid waste program. The agreement is structured as a municipal services agreement, not a franchise. The City retains municipal authority, policy control, customer billing, account administration, customer rates, delinquent-account administration, route approval, service standards, and program rules. Kieffer's role is to provide the collection, hauling, disposal, recycling, cardboard, special-event, Rally, and related operating functions expressly assigned to it under the agreement. In practical terms, the City remains the public-facing administrator of the service, while Kieffer becomes the contracted operator for the collection and hauling functions.

The agreement also preserves the City's customer interface. Customer billing remains with the City, subscriptions remain with the City, and service orders are City-managed and routed to Kieffer. Kieffer

will invoice the City monthly, and those invoices must be accompanied by monthly operational reporting addressing relevant service, container, complaint, special-event, recycling, cardboard, disposal, and performance issues. The City remains responsible for customer billing and delinquent-account administration, and the rates paid by customers remain separate from the rates charged by Kieffer to the City under the agreement.

Significant care was taken in the discussions and drafting to promote a smooth transition and limit disruption to residents and businesses. At startup, Kieffer is required to adopt and continue the City's existing pickup days, routes, and operating cadence. The agreement includes an initial six-month transition period focused on continuity of the City's current service pattern. During that period, the City will provide reasonable operational orientation and route-transition assistance, including ride-alongs with Kieffer's drivers as appropriate, so that routes and operations are understood before any significant changes are made. The agreement and transition structure are designed so customers should notice no difference in service. Kieffer may request later route or schedule changes, but such changes require written approval from the Director of Public Works.

The agreement covers both residential and commercial solid waste service. Residential service remains weekly collection, with the current residential container structure continuing as the baseline. Commercial accounts within the City's municipal solid waste program are also included, and City buildings and facilities are treated as commercial accounts unless otherwise agreed. Commercial accounts are to follow the standard commercial rate matrix in Exhibit B, with service changes managed through City Work Orders.

The agreement also addresses several related service lines. Curbside recycling is a new service offered to customers and will be available by optional subscription. The recycling program will be administered through the City and is structured as a trial-run model to evaluate customer interest, operational viability, and program economics. Centralized cardboard service will continue at the Exit 32 recycle center, which remains a City-owned and City-controlled multi-use site. Kieffer will place and service cardboard containers at a mutually selected area of that site, while the City retains general site control.

Significant attention was also paid to the unique nature of Rally operations. Rally service is different from ordinary residential or commercial collection because of the volume, timing, location, and operational demands associated with the event. For that reason, the agreement treats Rally service separately. The City will retain approximately 250 Rally-specific containers and will continue to place those containers during the initial Rally transition period. Kieffer will dump and service the City-placed Rally containers, and the City and Kieffer will work together during the first three years of the agreement while Kieffer develops a full understanding of the operational requirements of the Rally.

For non-Rally special events, the City will issue Work Orders identifying the required container quantity, location, service window, and pickup time. This allows special-event service to be handled through the City's ordinary administrative process while still giving Kieffer the information needed to provide the service.

The agreement includes a detailed structure for City-owned containers. The City will continue to own its existing 96-gallon and 300-gallon residential and commercial container inventory and will furnish those containers to Kieffer for use in performing the agreement. Kieffer will use those containers in the City program, while specialty equipment such as roll-offs, compactors, or other Kieffer-owned equipment remains outside the City-owned container structure. New 96-gallon or 300-gallon containers needed for City-program growth, and repairs or replacements of City-owned containers,

will be handled through the Container Schedule in Exhibit C and included in the monthly invoice and reporting process.

The pricing structure distinguishes between the rates charged by Kieffer to the City and the customer rates charged by the City. Initial non-commercial rates are set forth in Exhibit A, initial commercial rates are set forth in Exhibit B, and container purchase and repair pricing is set forth in Exhibit C. Year 1 rates are fixed and not subject to increase. Beginning with Year 2, Kieffer may request one annual rate adjustment, but any increase must be tied to normal service-related economic factors, must be reasonably justified, and must fall within the agreed annual adjustment range. The City retains control over customer rates and charges.

The agreement also includes requirements for performance security, missed pickups, equipment condition, hauling and disposal, records, transition assistance, and default procedures. The agreement includes an operational-escalation approach so that ordinary service issues can be addressed through staff-level communication and cure planning, while termination is reserved for serious material breach, inability to perform, or comparable material default.

In summary, the proposed agreement is intended to preserve City oversight, customer administration, rate control, and public accountability while shifting the day-to-day collection, hauling, disposal, and related operating responsibilities to a professional solid waste operator. The structure is intended to reduce operational risk, support continuity of service, address equipment and workforce pressures, and provide a framework for long-term delivery of residential and commercial solid waste services to the Sturgis community.

CODE REFERENCES:

n/a

RECOMMENDATION:

Staff recommends that the City Council approve the Municipal Solid Waste Services Agreement with Waste Connections of South Dakota, Inc., operating locally as Kieffer Sanitation, and authorize the Mayor Pro Tempore to execute the agreement on behalf of the City.

Staff further recommends that the City Council authorize the City Attorney to approve nonmaterial additions or corrections to the contract language, in coordination with Kieffer’s legal counsel, prior to execution.

ATTACHMENTS:

[Updated 05.01.2026 Sturgis - Kieffer MSW Services Agreement 4919-8724-9063 v.1](#)

Approved By:
Aaron Jordan, City Administrator

Status:
Approved - May 01 2026

MUNICIPAL SOLID WASTE SERVICES AGREEMENT

This **MUNICIPAL SOLID WASTE SERVICES AGREEMENT** (“Agreement”) is made and entered into effective as of June 1, 2026, by and between the **CITY OF STURGIS**, a South Dakota municipal corporation (“City”) and **WASTE CONNECTIONS OF SOUTH DAKOTA, INC., d/b/a KIEFFER SANITATION** (“Contractor”). City and Contractor may each be referred to herein as a “Party,” and collectively, as the “Parties.”

RECITALS

WHEREAS, City operates and administers a municipal solid waste program for residential and commercial customers within the corporate limits of the City of Sturgis; and

WHEREAS, City desires to retain municipal authority, policy control, customer billing, account administration, customer rates, route approval, service standards, and program rules for its municipal solid waste program while contracting with a qualified private operator to perform collection, hauling, disposal, and related operating functions; and

WHEREAS, this Agreement is intended as a municipal services agreement and not as a franchise under SDCL 34A-6-24 or SDCL 34A-6-25; and

WHEREAS, City enters into this Agreement pursuant to its municipal authority, including without limitation SDCL 9-32-11 and SDCL 34A-6-26, and related authority to establish and administer municipal solid waste services, rates, charges, policies, and operating requirements; and

WHEREAS, City issued a Request for Proposals for municipal solid waste collection and disposal services, and Contractor was selected to negotiate and perform the services described in this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement to establish the scope of services, operating standards, billing structure, pricing, transition obligations, insurance and security requirements, default procedures, and related terms governing Contractor’s performance of municipal solid waste services for City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **PURPOSE; SERVICE-AGREEMENT STRUCTURE; RETAINED MUNICIPAL AUTHORITY.**

- 1.1. **Service Agreement; No Franchise.** This Agreement is a municipal services agreement. City retains all municipal authority over its solid waste program. Contractor is engaged to perform only the collection, hauling, disposal, recycling, cardboard, special-event, Rally, and related operating functions expressly assigned to Contractor under this Agreement. This Agreement is not a franchise and shall not be interpreted as granting Contractor an exclusive or nonexclusive franchise right under SDCL 34A-6-24 or SDCL 34A-6-25.
 - 1.2. **City-Retained Authority.** City retains authority over customer billing, customer accounts, customer rates, delinquent-account administration, service orders, route approval, service standards, program rules, municipal policy, and all other matters not expressly assigned to Contractor. Contractor shall perform the Services in accordance with this Agreement, City ordinances, City-approved operating requirements, and applicable law.
 - 1.3. **Contractor Role.** Contractor shall provide the labor, equipment, management, supervision, vehicles, materials, cart maintenance, and operational capacity necessary to perform the Services described in this Agreement. Contractor is an independent contractor and is not an officer, employee, agent, department, franchisee, or instrumentality of City.
 - 1.4. **Relationship to City Ordinances and Policies.** Contractor shall comply with applicable City ordinances, resolutions, rate schedules, policies, work orders, and lawful operating directives relating to the municipal solid waste program. In the event of a conflict between this Agreement and a City ordinance or law of general applicability, applicable law shall control.
2. **DEFINITIONS.** For purposes of this Agreement, the following terms have the meanings set forth below. Other terms may be defined where they first appear.
- 2.1. "Excluded Waste" means hazardous waste, regulated medical waste, construction and demolition debris, bulky items, storm debris, unusual emergency debris, special waste, appliances, tires, dead animals, liquids, industrial waste, or any other material not accepted under City ordinance, Contractor's lawful disposal requirements, or applicable federal or state law.
 - 2.2. "Rally" means the annual Sturgis Motorcycle Rally and associated City-managed special-event solid waste operations.
 - 2.3. "Rate Schedule" means the applicable rate schedule or exhibit approved under this Agreement.
 - 2.4. "Service Area" shall have the meaning assigned to it in Section 3.1.

- 2.5. "Services" means the collection, hauling, disposal, recycling, cardboard, special-event, Rally, reporting, customer-service support, transition, container, and related services assigned to Contractor under this Agreement.
- 2.6. "Solid Waste" or any reference to "solid waste" herein shall mean waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Solid Waste does not include Excluded Waste.
- 2.7. "Subscription Recycling" means optional curbside recycling service provided to subscribing customers through City's municipal solid waste program.
- 2.8. "Transition Period" means the initial six-month operating period beginning on the Effective Date, unless extended or shortened by written agreement of the Parties.
- 2.9. "Work Order" means a City-issued written or electronic instruction to Contractor for a service change, special event, container action, pickup-frequency change, or other City-managed operational task. Contractor shall perform Work Orders that are within the scope of this Agreement and the applicable rate schedule or exhibit. Any Work Order that materially expands the scope of Services, requires equipment or service not covered by this Agreement or the applicable rate schedule, or materially changes Contractor's service obligations shall require Contractor's written agreement, which shall not be unreasonably withheld.

3. SERVICE AREA AND GENERAL SCOPE OF SERVICES.

- 3.1. **Service Area.** Contractor shall provide the Services within the corporate limits of the City of Sturgis and to the following existing City-served locations outside the corporate limits: Fort Meade, the Sturgis Municipal Airport, and the Meade County Highway Shop on Highway 34 ("Service Area"). The Service Area is subject to the terms, exclusions, and limitations of this Agreement. For clarity, the inclusion of these outside-City locations reflects the City's existing solid waste service area and does not expand Contractor's obligation to serve other locations outside the corporate limits unless approved by City and Contractor in writing.
- 3.2. **Included Service Lines.** This Agreement includes the following service lines:
 - a. residential solid waste collection, hauling, and disposal;
 - b. commercial solid waste collection, hauling, and disposal;
 - c. Subscription Recycling;
 - d. centralized cardboard service at the Exit 32 recycle center;
 - e. non-Rally City special-event service;
 - f. Rally service under the transition model described in this Agreement; and
 - g. related administrative, reporting, transition, and operational support functions assigned to Contractor.

- 3.3. **Contractor as City's Designated Operator for Covered Services.** During the Term, Contractor shall be City's designated operator for the City-administered Services described in this Agreement within the Service Area. Except as otherwise provided in this Agreement, City shall not contract with another third-party operator to perform the same City-administered Services within the Service Area during the Term. This Section does not grant Contractor a franchise, does not limit City's retained municipal authority over its solid waste program, and does not prohibit City from taking any action otherwise authorized by this Agreement.
- 3.4. **Excluded Services and Excluded Waste.** Contractor shall not collect, haul, dispose of, or otherwise handle Excluded Waste, except by separate written agreement or Work Order approved by both Parties. Title to and liability for solid waste and recyclable materials shall pass to Contractor upon loading of such materials into Contractor's trucks. Customers shall not deposit in Contractor's equipment or place for collection by Contractor any Excluded Waste. Title to and liability for any Excluded Waste shall remain with the producer of Excluded Waste, even if Contractor inadvertently collects and disposes of such Excluded Waste. If Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall notify the customer and City. Storm debris and extraordinary emergency debris are outside the normal base scope of this Agreement.
- 3.5. **Compliance With Disposal Requirements.** Contractor shall collect, transport, and dispose of all waste in compliance with applicable federal, state, and local law, including all landfill, transfer, hauling, load-covering, safety, and environmental requirements.
- 3.6. **Uniform Service to City Accounts.** Contractor shall provide the Services to City-served accounts within the Service Area in a uniform and consistent manner for similarly situated accounts, subject to applicable service levels, safety, access, contamination, set-out compliance, and other lawful operational requirements.

4. STARTUP TRANSITION; ROUTE CONTINUITY; CITY TRAINING.

- 4.1. **Existing Routes and Operating Cadence.** At startup, Contractor shall adopt and continue City's existing pickup days, routes, and operating cadence to preserve continuity and minimize customer disruption.
- 4.2. **Transition Period.** During the Transition Period, the operating goal is continuity of City's current service pattern. Contractor shall use commercially reasonable efforts to

learn and continue the City's current routes, schedule, service-order flow, container locations, commercial account service levels, and operating cadence.

- 4.3. **City Training and Ride-Alongs.** City shall provide reasonable operational orientation and route-transition assistance to Contractor. City employees may train and ride along with Contractor's drivers until routes and operations are understood. Before any City employee rides in Contractor equipment, the City employee and Director of Public Works shall complete Contractor's required ride-along waiver form, and Contractor shall provide a brief safety briefing and any required personal protective equipment.
- 4.4. **Route and Schedule Changes During Transition Period.** During the Transition Period, Contractor shall not materially change existing routes, pickup days, or operating cadence without written approval of the Director of Public Works. The Parties may agree in writing to implement route or schedule changes before expiration of the six-month Transition Period.
- 4.5. **Route and Schedule Changes After Transition Period.** After the Transition Period, Contractor may request changes to routes, pickup days, schedules, or operating cadence. Such changes require written approval of the Director of Public Works, which approval shall not be unreasonably withheld. Approved route and schedule changes shall be implemented in a manner reasonably intended to reduce customer disruption.
- 4.6. **Annual Collection Schedule.** Contractor shall provide the Director of Public Works an initial annual collection schedule before startup and shall provide updated annual schedules no later than December 1 of each year for the following calendar year. Annual schedules shall include regular collection days, holiday adjustments, and any known operational changes.

5. **RESIDENTIAL SOLID WASTE SERVICE.**

- 5.1. **Base Residential Service.** Contractor shall collect residential solid waste from residential accounts at least once each week.
- 5.2. **Residential Container Baseline.** The standard residential container configuration is one 96-gallon tote per single-family residence or one 300-gallon container per three residences in alley-service areas, unless otherwise approved by City.
- 5.3. **Set-Out Requirements.** Residential customers shall place containers or materials for collection in accordance with City's existing set-out requirements, City ordinances, and any City-approved service rules. Unless otherwise modified by City, material must be available for collection by 7:00 a.m. on the scheduled collection day.

6. COMMERCIAL SOLID WASTE SERVICE.

- 6.1. **Included Commercial Accounts.** All commercial accounts within City's municipal solid waste program are included in this Agreement.
- 6.2. **City Facilities.** City buildings and facilities shall be treated as commercial accounts unless the Parties agree otherwise in writing.
- 6.3. **Standard Rate Matrix.** Commercial accounts shall follow the standard commercial matrix in Exhibit B. No customized commercial rate structure shall apply unless approved by City and Contractor through the process provided in this Agreement.
- 6.4. **New Accounts and Service Changes.** The Director of Public Works shall approve new commercial accounts, commercial container-size changes, and commercial pickup-frequency changes. Such changes shall be handled by Work Order.
- 6.5. **Direct Commercial Cardboard Service Excluded.** Commercial cardboard pickup for individual businesses is not included in this Agreement. Commercial businesses may contract directly with Contractor for such service if desired. Any direct commercial cardboard arrangement is outside City's municipal solid waste program, is not City-billed, is not City-administered, is not City-guaranteed, and shall not use City billing, City containers, City sites, or City branding unless separately approved in writing by City.

7. SUBSCRIPTION CURBSIDE RECYCLING.

- 7.1. **Program Structure.** Subscription Recycling is optional for customers and subscription-based. City shall handle all customer billing and subscription administration for Subscription Recycling.
- 7.2. **Start Date.** Subscription Recycling shall begin on September 1, 2026, unless the Parties agree in writing to an earlier or later start date.
- 7.3. **Citywide Availability.** Subscription Recycling shall be available citywide upon rollout, subject to route sequencing, operational constraints, and City-approved procedures.
- 7.4. **Recycling Containers.** Contractor shall purchase, provide, replace, and maintain all recycling containers at Contractor's cost. If Subscription Recycling is canceled or discontinued, Contractor shall remove or recover recycling containers at Contractor's cost unless otherwise agreed in writing.

- 7.5. **Planning Benchmark.** The Parties acknowledge that Contractor's standard Subscription Recycling rate of \$7.50 per month charged to City was developed using a non-binding planning benchmark of approximately fifty percent (50%) subscription participation among eligible customers. This benchmark is a planning assumption only and does not require City to achieve any particular participation level.
- 7.6. **Trial-Period Subscription Recycling Rates.** Notwithstanding the \$7.50 rate identified in this Agreement or exhibit, while Subscription Recycling participation remains below thirty-five percent (35%) of eligible customers, Contractor's rate charged to City for Subscription Recycling shall be \$8.50 per month per subscribing account. If and when Subscription Recycling participation reaches fifty percent (50%) of eligible customers, Contractor's rate charged to City shall be \$7.50 per month per subscribing account, subject to the annual rate-adjustment provisions of this Agreement. Unless otherwise agreed in writing by the Parties, the applicable Subscription Recycling participation rate shall be determined using City's subscription records.
- 7.7. **Program Review; Renegotiation; Wind-Down.** Subscription Recycling is intended to be implemented as a flexible program to evaluate customer interest, operational viability, and program economics. If Subscription Recycling participation does not reach or maintain a level that the Parties determine is economically or operationally viable, the Parties may, by written agreement approved for City by the Director of Public Works, renegotiate the Subscription Recycling rate, revise the program structure, or wind down and discontinue the Subscription Recycling program. If the Parties agree to wind down or discontinue Subscription Recycling, they shall cooperate in good faith on customer notice, final billing, container removal, and any other reasonable transition issues. Contractor shall remove or recover Contractor-provided recycling containers at Contractor's cost unless otherwise agreed in writing.

8. **CENTRALIZED CARDBOARD SERVICE.**

- 8.1. **Site Ownership and Control.** City owns and controls the Exit 32 recycle center. The site is a multi-use City facility used primarily for cardboard recycling, yard waste, and related public works purposes. City retains ownership, control, and general operational authority over the site, including access, rules, signage, traffic flow, and non-cardboard uses.
- 8.2. **Dedicated Cardboard Area.** City and Contractor shall mutually select a portion of the Exit 32 recycle center for Contractor's placement and servicing of cardboard collection containers. Contractor may use that area only for centralized cardboard service unless City approves another use in writing.

- 8.3. **Contractor Containers and Service.** Contractor shall place and service enough cardboard collection containers to reasonably handle the need at the site. The Parties intend to use containers designed or configured to accept broken-down flat cardboard and reduce contamination.
- 8.4. **Site Coordination.** City and Contractor shall coordinate in good faith on site rules and operational issues related to cardboard collection, including signage, access, overflow, contamination, misuse, container placement, and service needs.
- 8.5. **City Right to Relocate or Reconfigure.** City may temporarily or permanently close, relocate, or reconfigure the dedicated cardboard area if City determines it is necessary for safety, traffic flow, yard waste operations, construction, site management, or other City purposes. City shall coordinate with Contractor in good faith to avoid unnecessary disruption to cardboard service.

9. **NON-RALLY SPECIAL-EVENT SERVICE.**

- 9.1. **Work-Order Structure.** For non-Rally City special events, City shall issue a Work Order to Contractor. The Work Order shall identify container quantity, location, service window, pickup time, and any other material operational instruction reasonably necessary for Contractor to perform the service.
- 9.2. **City Responsibilities.** Unless otherwise stated in a Work Order, City shall place and remove all totes or containers used for non-Rally special events and shall inform Contractor by Work Order of service requirements.
- 9.3. **Contractor Responsibilities.** Contractor shall service the totes or containers identified in the Work Order in accordance with the applicable service window, pickup time, and Rate Schedule.
- 9.4. **Notice.** City shall provide Contractor two weeks' notice for non-Rally special events whenever practicable. No short-notice surcharge shall apply unless later agreed in writing.
- 9.5. **Updated Work Orders; Field Direction.** If service needs change after issuance of a Work Order, City shall issue a new or updated Work Order. Oral or field direction may be given during an event when operationally necessary, provided the direction is confirmed in writing as soon as reasonably practicable.

10. **RALLY SERVICE AND RALLY-SPECIFIC CONTAINERS.**

- 10.1. **Rally-Specific Container Carveout.** City shall retain approximately 250 Rally-specific totes or containers. Such Rally-specific containers shall remain City-owned during the initial Rally transition described in this Article.

- 10.2. **City Advertising/Stickers.** City may sell or place advertising, sponsorship, or informational stickers or markings on City-owned Rally-specific containers as City's own separate arrangement.
- 10.3. **Three-Year Rally Transition.** For the first three years of the Term, unless earlier agreed by the Parties, City shall retain responsibility for placing Rally-specific containers. During that period, Contractor shall dump and service the Rally-specific containers set by City.
- 10.4. **Early Contractor Takeover of Rally Placement.** Contractor may assume Rally placement earlier than the end of the initial three-year period only by mutual written agreement of the Parties. A simple written notice or letter amendment signed by the Director of Public Works and Contractor is sufficient.
- 10.5. **Rally Operating Baseline.** The initial Rally operating baseline includes daily Rally service beginning approximately 2:00 a.m. and a mid-day "bar run," together with such other service reasonably necessary to dump and service the containers City sets out.
- 10.6. **Rally Coordination.** The Parties shall coordinate Rally operations in advance of each Rally. Until Contractor assumes Rally placement by written agreement, City retains operational responsibility for placement, and Contractor is responsible for dumping and servicing City-placed Rally-specific containers. Contractor may reasonably request that the City relocate any containers that Contractor identifies as being placed in a location that presents safety concerns when Contractor services such container(s). City shall not unreasonably deny Contractor's request to relocate any unsafely situated containers.

11. CITY-OWNED CONTAINERS; CONTRACTOR-SUPPLIED CONTAINERS; CONTAINER SCHEDULE.

- 11.1. **City-Owned Container Inventory.** City owns an existing inventory of 96-gallon and 300-gallon solid waste containers used in City's residential and commercial municipal solid waste program. City shall provide Contractor with its current inventory of such containers. City's inventory shall control unless the Parties agree otherwise in writing after Contractor's review.
- 11.2. **Use of City-Owned Containers.** During the Term, City shall furnish the City-owned 96-gallon and 300-gallon containers to Contractor for Contractor's use solely in performing the Services under this Agreement. City retains title to all such City-owned containers. Contractor may not sell, transfer, pledge, encumber, or use the City-owned containers for any purpose other than performing the Services. The Parties acknowledge that no separate rent is being charged for Contractor's use of

the City-owned containers and that such use is part of the overall consideration and service economics of this Agreement.

11.3. **As-Is, Where-Is Condition.** Contractor accepts the City-owned container inventory in its existing as-is, where-is condition. City makes no warranty regarding the age, condition, remaining useful life, or fitness of any container, except that Contractor may continue to use the existing containers in the ordinary course of providing the Services.

11.4. **Excluded Containers and Contractor-Owned Equipment.** This Article applies only to City-owned 96-gallon and 300-gallon containers used in the City's residential and commercial municipal solid waste program. The following are not part of the City-owned container lease/use arrangement:

- a) Rally-specific containers retained by City under Article 10;
- b) recycling containers supplied by Contractor under Article 7;
- c) roll-off dumpsters, compactors, specialty commercial containers, or other equipment supplied by Contractor for a service configuration added to Exhibit B; and
- d) any other Contractor-owned equipment or inventory.

Any roll-off dumpster, compactor, specialty commercial container, or similar equipment supplied by Contractor remains Contractor's property. City has no obligation to purchase, reimburse, retain, or take possession of such Contractor-owned equipment unless the Parties expressly agree otherwise in writing.

With respect to Contractor-owned equipment located on City-owned or City-controlled property, City shall not knowingly overload, move, alter, damage, or misuse such equipment and shall use reasonable efforts to provide unobstructed access on scheduled collection days. City shall be responsible for damage to Contractor-owned equipment only to the extent caused by City's acts or omissions, ordinary wear and tear excepted. City is not responsible for Contractor-owned equipment located on private property or property not owned or controlled by City, except to the extent damage is caused by City's own acts or omissions.

If Contractor identifies a customer-created access, safety, contamination, misuse, overloading, or serviceability issue affecting Contractor-owned equipment or Contractor's ability to perform the Services, Contractor shall notify City, and City shall reasonably cooperate with Contractor through City's customer-interface and program-administration authority to help resolve the issue. Nothing in this paragraph makes City responsible for customer conduct, private property conditions, or damage to Contractor-owned equipment except to the extent caused by City's own acts or omissions.

- 11.5. **Container Schedule.** The Parties shall maintain a separate Container Schedule identifying the agreed prices charged by Contractor to City for new 96-gallon and 300-gallon containers, and for ordinary container parts, repairs, or replacement components as applicable. The prices in the Container Schedule shall include all ordinary acquisition, freight, delivery, assembly, and placement-into-service costs unless the Container Schedule states otherwise. The Container Schedule may be administratively updated by written agreement of Contractor and the Director of Public Works based on Contractor's actual supplier cost or other reasonably documented cost changes. A formal amendment to this Agreement is not required for administrative updates to the Container Schedule.
- 11.6. **New Containers for Growth.** If a new residence, business, or City-approved account requires a new 96-gallon or 300-gallon container for service under the City's municipal solid waste program, Contractor shall supply the required container at the applicable price in the Container Schedule. Title to any new 96-gallon or 300-gallon container supplied under this Section passes to City when the container is placed into service, subject to City's reimbursement obligation under this Agreement.
- 11.7. **Repairs and Replacements.** Contractor shall use reasonable care in handling and servicing City-owned containers. If a City-owned 96-gallon or 300-gallon container requires ordinary repair, Contractor may perform or arrange the repair and invoice City for the repair at the applicable price or actual cost shown in the Container Schedule or otherwise reasonably documented. Itemization in Contractor's monthly invoice and report is sufficient documentation for ordinary repairs. Full replacement of a City-owned 96-gallon or 300-gallon container requires a Work Order or City approval unless immediate replacement is operationally necessary to maintain service. If immediate replacement is operationally necessary, Contractor may replace the container and shall identify the replacement in the next monthly invoice and report.
- 11.8. **Lost, Stolen, Missing, or Damaged City-Owned Containers.** Contractor is responsible for damage to City-owned containers caused by Contractor's negligence, mishandling, or operations, normal wear and tear excepted. Theft, vandalism, customer misuse, weather, third-party damage, or missing containers not caused by Contractor are City/program costs. In those circumstances, Contractor may replace the container pursuant to a Work Order at City's cost, or may replace and report the container if replacement is reasonably necessary to maintain service.
- 11.9. **Disposal of Unusable Containers.** If a City-owned 96-gallon or 300-gallon container is no longer serviceable and repair is not reasonable, Contractor may remove it from service and dispose of it after documenting and photographing its condition, unless City requests to inspect the container before disposal. Contractor shall identify any container removed from service or disposed of in the applicable monthly invoice and report.

- 11.10. **Monthly Container Reporting and Invoicing.** Contractor shall include container activity in its monthly invoice and report. The report shall identify, as applicable:
- a) new 96-gallon or 300-gallon containers placed into service;
 - b) 96-gallon or 300-gallon containers repaired;
 - c) 96-gallon or 300-gallon containers replaced;
 - d) 96-gallon or 300-gallon containers removed from service or disposed of;
 - e) the account, location, or service area associated with the container, if reasonably available;
 - f) the reason for the action; and
 - g) the applicable cost or price charged to City.

City shall reimburse Contractor for approved or properly reported new, repaired, or replaced containers in accordance with the monthly invoice process.

- 11.11. **Return of City-Owned Containers at End of Agreement.** Upon expiration or termination of this Agreement, Contractor shall return possession and control of the City-owned 96-gallon and 300-gallon container inventory to City.

12. **BILLING, SERVICE ORDERS, CUSTOMER INTERFACE, AND INVOICING.**

- 12.1. **City-Managed Billing.** All customer billing remains with City. City shall bill customers for residential solid waste, commercial solid waste, Subscription Recycling, and any other City-administered service charges under this Agreement. Contractor shall not bill customers directly for City-program services, except for services expressly excluded from this Agreement or separately authorized in writing by City.

- 12.2. **City-Managed Subscriptions.** All City-program subscriptions, including Subscription Recycling, remain with City.

- 12.3. **City-Managed Service Orders.** All service orders shall be City-managed and routed to Contractor. Contractor shall timely perform Work Orders issued by City in accordance with this Agreement.

- 12.4. **Additional Capacity or Increased Service.** If City determines that a residential or commercial account requires additional container capacity, increased pickup frequency, or other increased service, City may issue a Work Order to Contractor. Contractor shall provide the additional service in accordance with the applicable rate schedule or exhibit and City-approved service-order process.

- 12.5. **Monthly Invoice and Report.** Contractor shall submit an itemized invoice to City each month, accompanied by a detailed monthly report addressing relevant service, operational, container, complaint, special-event, recycling, cardboard, disposal, and

performance issues for the billing period. The monthly report shall include, as applicable, missed pickups, non-collections, complaints received and resolved, route or service issues, tonnage or disposal information, landfill receipts or disposal documentation if available, property-damage claims, spill incidents, special-event dumps, Subscription Recycling subscriptions, centralized cardboard issues, new containers, repaired containers, replaced containers, removed containers, and any other information reasonably requested by City. City shall pay properly submitted invoices in accordance with its ordinary claims and payment process, subject to review, dispute, and approval under this Agreement and applicable law.

- 12.6. **Delinquent Accounts.** City remains responsible for customer billing, collections, and delinquent-account administration. City shall pay Contractor in accordance with this Agreement regardless of whether a customer timely pays City.
- 12.7. **Customer Interface.** City remains the public-facing administrator/provider of the municipal solid waste service generally. Contractor shall provide support to City, including City-facing contacts, prompt response to Work Orders, operational information, complaint support, and reporting.
- 12.8. **Contractor Contacts.** Contractor shall provide City a City-facing management contact and a separate City/emergency contact number. Contractor shall update contact information by written notice without need for formal amendment. Contractor shall maintain an office and staff contact within a reasonable distance of Sturgis.

13. **CONTRACTOR RATES; RATE SCHEDULE; ANNUAL RATE ADJUSTMENTS.**

- 13.1. **Contractor Rates Paid by City.** The rates set forth in this Article and in the exhibits are the rates charged by Contractor to City for the Services. These rates are not customer rates, residential utility rates, or commercial customer rates charged by City to users of the municipal solid waste program. City retains authority to establish and collect customer rates, charges, and fees in accordance with applicable law.
- 13.2. **Contract Year; Year 1 Rates.** For purposes of this Article, "Contract Year" means each annual period beginning June 1 and ending May 31 during the Term. The rates for Year 1 of this Agreement, beginning June 1, 2026 and ending May 31, 2027 are fixed by this Agreement and are not subject to increase during Year 1.
- 13.3. **Initial Non-Commercial Rates.** The initial rates charged by Contractor to City for non-commercial services are set forth in Exhibit A. Non-commercial services shall be billed to City according to the applicable service category, unit, frequency, and other applicable service terms shown in Exhibit A, as Exhibit A may be adjusted under this Article and otherwise modified in accordance with this Agreement.

- 13.4. **Initial Commercial Rates.** The initial rates charged by Contractor to City for commercial solid waste services are set forth in Exhibit B. Commercial accounts shall be billed to City according to the applicable container size, number of containers, pickup frequency, and other applicable service categories shown in Exhibit B, as Exhibit B may be adjusted under this Article and otherwise modified in accordance with this Agreement.
- 13.5. **Annual Rate-Adjustment Requests.** Contractor may request one annual adjustment to the rates charged to City under this Agreement beginning with Year 2. Any proposed rate increase for Year 2 must be submitted by Contractor to the Director of Public Works no later than March 1, 2027. For each year thereafter, Contractor must submit any proposed rate increase no later than March 1 before the beginning of the next Contract Year.
- 13.6. **Basis for Requested Adjustment.** Any requested annual adjustment must be tied to normal service-related economic factors, including inflation or CPI, fuel costs, tipping fees, and similar related cost drivers affecting Contractor's cost of providing the Services. Contractor must reasonably justify any requested increase.
- 13.7. **Adjustment Range and Uniformity.** Any approved annual rate adjustment shall be between 0% and 4%. There shall be no automatic annual increase. Any approved annual rate adjustment shall apply uniformly to all rates charged by Contractor to City under this Agreement, including the rates set forth in Exhibit A, Exhibit B, and any later-added commercial container or service configuration added to Exhibit B under Section 13.11.
- 13.8. **Justification and Approval.** Contractor shall submit any annual rate-adjustment request in writing to the Director of Public Works, together with reasonable supporting documentation. The Director of Public Works may approve the requested adjustment, approve a lesser adjustment, or deny the adjustment if it is not reasonably economically justified. Approval shall not be unreasonably withheld for a properly supported and reasonably justified request within the 0% to 4% range.
- 13.9. **Effective Date of Approved Adjustments.** Approved annual rate adjustments shall become effective on the first day of the applicable Contract Year. For example, an approved Year 2 adjustment shall become effective June 1, 2027.
- 13.10. **No Other Rate Increases.** Except for the annual rate-adjustment process described in this Article, Contractor may not request or impose any additional increase to the rates charged to City during the Term unless approved by formal written amendment of this Agreement. For clarity, Section 13.11 allows the Parties to add a new commercial container or service configuration and establish an initial rate for that new configuration; it does not allow the Parties to reprice existing rates outside the annual rate-adjustment process.

13.11. **Later-Added Commercial Container or Service Configurations.** If Contractor brings into service a commercial container size, container type, pickup frequency, or related commercial service configuration that is not already listed in Exhibit B, the Director of Public Works may add that new configuration and rate to Exhibit B. Once added to Exhibit B, that initial rate shall be treated as a rate under this Agreement and shall be subject to the annual rate-adjustment process in this Article.

14. **SERVICE STANDARDS; FIELD OPERATIONS; REPORTING.**

14.1. **Missed Pickups.** Contractor shall collect properly set-out containers on the scheduled collection day unless collection is prevented by obstruction, unsafe access, contamination, prohibited materials, improper set-out, or another condition outside Contractor's reasonable control. Contractor shall report any non-collection to City the same day. If Contractor misses a properly set-out, accessible, and compliant container, Contractor shall collect it promptly after notice or City Work Order. If the non-collection results from missed set-out, obstruction, contamination, prohibited materials, or another cause outside Contractor's reasonable control, City may issue a Work Order for follow-up collection, and Contractor may charge City the applicable additional-pickup rate.

14.2. **Hours of Operation.** Regular collection shall occur between 6:00 a.m. and 7:00 p.m., unless otherwise approved by City or reasonably necessary to complete a route due to unusual circumstances.

14.3. **Holidays.** Contractor may observe holidays, provided affected service is completed within the same calendar week unless City approves otherwise. Contractor shall provide an annual holiday schedule.

14.4. **Vehicles, Uniforms, and Appearance.** Contractor shall provide adequate vehicles, equipment, and manpower to perform the Services. Vehicles shall be clean, safe, in good repair, and visibly identified with Contractor's company identification. Contractor's field personnel should be identifiable.

14.5. **Equipment Condition.** Contractor shall keep vehicles and equipment in good, sanitary, and lawful operating condition. Loads shall be contained to prevent leakage, spillage, and blowing debris.

14.6. **Hauling and Disposal.** Contractor shall haul collected waste to a licensed landfill selected by Contractor. Contractor shall pay tipping fees and disposal costs. City may request disposal documentation, including landfill receipts or other reasonable records showing lawful disposal.

- 14.7. **Laws, Safety, and Training.** Contractor shall comply with applicable City ordinances, state law, federal law, safety requirements, and lawful disposal requirements. Contractor shall maintain appropriate employee training, safety programs, and customer-service commitments.
- 14.8. **Storm Debris and Emergency Debris.** Storm debris and extraordinary emergency debris are outside the normal base scope. The Parties may separately agree to emergency-debris or storm-debris services by Work Order, amendment, or separate agreement.
15. **PERFORMANCE SECURITY.** Contractor shall provide performance security equal to 100% of the annual contract value before commencement of services. Performance security may be provided by performance bond or letter of credit, subject to City approval of the surety, issuer, and form. Performance security may remain continuously in place for the full Term or may renew annually, provided Contractor supplies proof of renewed security at least 30 days before expiration of any existing security.
16. **INSURANCE; INDEMNITY; DAMAGE; FORCE MAJEURE.**
- 16.1. **Required Insurance.** Contractor shall maintain, at its own cost, insurance coverage meeting or exceeding the following baseline requirements:
- a) commercial general liability: \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - b) automobile liability: \$1,000,000 combined single limit; and
 - c) workers' compensation: statutory limits.
- 16.2. **Additional Insured; Endorsements.** City shall be named as an additional insured on Contractor's commercial general liability, automobile liability, and other policies where commercially available and appropriate. Contractor shall provide actual endorsements, not merely certificates of insurance, demonstrating additional insured status and any required primary/noncontributory or waiver-of-subrogation provisions. Contractor may redact confidential or proprietary information from endorsements.
- 16.3. **Certificates and Proof of Coverage.** Contractor shall provide certificates of insurance and required endorsements before beginning Services and upon renewal or request. Contractor shall provide City reasonable advance notice of cancellation to required coverage to the extent available from the insurer.
- 16.4. **Contractor Responsibility for Operational Claims.** Contractor is responsible for receiving, investigating, adjusting, defending, and resolving claims for personal injury, property damage, vehicle damage, container-related damage, spills, leaks, litter, or other losses to the extent arising out of or relating to Contractor's negligent provision of the Services, willful misconduct, breach of this Agreement, or violation of law. Claims arising out of or relating to Contractor's operations include, without

limitation, claims involving Contractor vehicles or equipment, collection activities, container handling, spills, leaks, litter, damage to public property, damage to private property, or alleged failure to perform the Services in accordance with this Agreement.

- 16.5. **Claim Routing.** If City receives a claim or complaint that appears to arise out of or relate to Contractor's operations, City may refer the claimant to Contractor and/or forward the claim to Contractor for handling. Contractor shall promptly investigate and respond to the claim and shall keep City reasonably informed regarding claims involving City property, alleged City liability, public safety, significant property damage, or recurring operational issues. Nothing in this Section prevents City from providing notice to its insurer, risk pool, legal counsel, governing body, or appropriate City staff when City determines such notice is necessary or appropriate to preserve coverage, protect City's interests, comply with law, or satisfy City's internal procedures.
- 16.6. **Indemnity and Defense.** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City, its officers, employees, agents, and representatives from and against non-Party claims, demands, actions, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorney fees and defense costs, to the extent arising out of Contractor's negligent provision of the Services, willful misconduct, breach of this Agreement, violation of law, or negligent or unlawful disposal activities, except to the extent caused by the sole negligence or willful misconduct of City.
- 16.7. **Damage Not Caused by Contractor.** Contractor is not responsible for damage to the extent caused by events or persons outside Contractor's reasonable control, including third-party vandalism, customer misuse, improper customer placement, or extreme weather, unless Contractor's acts, omissions, operations, or breach of this Agreement caused or contributed to the damage. If such a claim is reported to City and involves a container or service issue, City may route the matter to Contractor for operational review, documentation, or customer response, but such routing does not by itself establish Contractor liability.
- 16.8. **Public Property, Spills, Leaks, and Litter.** Contractor shall promptly address spills, leaks, litter, and damage to public property caused by Contractor's operations. Contractor shall equip collection vehicles with appropriate spill kits and shall promptly report material spills, leaks, street damage, or public-property damage to City. Contractor shall repair, reimburse, or otherwise resolve verified public-property damage caused by Contractor's operations.
- 16.9. **Pavement.** City warrants that City's pavement, curbing or other driving surface or any right of way reasonably necessary for Contractor to provide the Services described herein are sufficient to bear the weight of all of Contractor's equipment and vehicles

reasonably required to perform such Services. Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, except to the extent resulting from Contractor's negligence or willful misconduct.

16.10. **Force Majeure.** Neither Party shall be liable for delay or failure to perform caused by a Force Majeure Event. A Force Majeure Event includes events beyond the reasonable control of the affected Party, including acts of God, extreme weather, tornadoes, floods, fires, explosions, epidemics, strikes, labor disruptions, governmental orders, war, civil disturbance, blocked access, or other events beyond the Party's reasonable control. A Party claiming force majeure shall provide prompt notice to the other Party and shall use commercially reasonable efforts to mitigate the impact and resume performance.

17. TERM; RENEWAL; NONRENEWAL.

17.1. **Initial Term.** The initial term of this Agreement begins June 1, 2026 and ends May 31, 2031, unless earlier terminated in accordance with this Agreement.

17.2. **Optional Renewals.** The Parties may mutually agree in writing to renew this Agreement for up to two additional two-year renewal terms.

17.3. **Renewal Rates.** Unless otherwise agreed in writing, renewal terms shall use the then-current adjusted Rate Schedule, subject to the same rate-adjustment provisions in this Agreement.

17.4. **Nonrenewal Notice.** If either Party does not intend to renew at the end of the initial term, that Party shall provide the other Party at least 18 months' written notice before expiration of the initial term. Renewal shall still require mutual written agreement; failure to provide notice does not automatically renew the Agreement unless the Parties separately agree in writing.

17.5. **Good-Faith Transition Planning.** Upon issuance of nonrenewal notice, the Parties shall automatically begin good-faith transition planning to avoid service disruption.

18. DEFAULT; OPERATIONAL ESCALATOR; TERMINATION; TRANSITION ASSISTANCE.

18.1. **Default Philosophy.** The Parties acknowledge that isolated ordinary service issues may occur and should be handled operationally. Termination is intended to be reserved for serious material breach, incompetence, inability to perform, failure to maintain essential security or insurance, unlawful conduct, abandonment, repeated material failure, or other material default.

- 18.2. **Operational Escalator.** Except for extreme failures, immediate material defaults, or emergencies, performance concerns shall generally proceed through the following operational escalator:
- a) operational meeting between Contractor and City staff;
 - b) written cure plan or performance-improvement plan; and
 - c) formal default process if performance does not reasonably improve or the issue remains unresolved.
- 18.3. **Extreme Failures.** City may skip the cure-plan step in extreme circumstances, including material Rally failure, abandonment of routes, failure to maintain required performance security or insurance, unlawful disposal, serious public health or safety risk, or any failure requiring immediate action to protect public health, safety, or continuity of service.
- 18.4. **City Step-In Rights.** If Contractor fails to perform a material service obligation and the failure threatens public health, safety, Rally operations, or continuity of service, City may take reasonable steps to perform or supplement the service and may recover from Contractor reasonable costs caused by Contractor's failure, subject to dispute-resolution rights under this Agreement.
- 18.5. **Termination for Material Default.** City may terminate this Agreement for material default after following the applicable notice and cure process, except where immediate termination is permitted by this Agreement or law. Contractor may terminate this Agreement for City's material breach after written notice and reasonable opportunity to cure.
- 18.6. **Transition Assistance.** Upon termination notice, nonrenewal notice, or any event reasonably requiring transition planning, Contractor shall provide reasonable transition assistance for a minimum of 180 days unless transition is completed earlier or the Parties agree otherwise. Transition assistance shall continue for a reasonable amount of time until transition is complete.
- 18.7. **Container Inventory Records.** Transition assistance shall include delivery of current container inventory records and reasonable cooperation related to containers, service continuity, and transfer of operations.
- 18.8. **Survival.** Transition-assistance obligations, indemnity, payment obligations, record obligations, and any other provisions that by their nature should survive shall survive expiration or termination of this Agreement.
19. **RECORDS.** Contractor shall maintain accurate records reasonably necessary to verify performance, billing, reports, container inventory, special-event service, recycling subscriptions, disposal, complaints, and other obligations under this Agreement. City

may reasonably review records necessary to verify Contractor's invoices, performance, reports, and compliance with this Agreement.

20. **AMENDMENTS.** Formal amendments to this Agreement must be in writing and signed by authorized representatives of both Parties.
21. **NOTICES.** Formal notices required under this Agreement shall be in writing and delivered by personal delivery, certified mail, nationally recognized overnight courier, or email with confirmation of transmission to the notice addresses below or such updated addresses as a Party may provide by notice:

If to City:

City of Sturgis
Attn: City Administrator / Director of Public Works
1040 Harley-Davidson Way
Sturgis, SD 57785

If to Contractor:

Waste Connections of South Dakota, Inc., d/b/a Kieffer Sanitation
Attn: District Manager
2426 East St. Patrick Street
Rapid City, SD 57703

Waste Connections
Attn: Legal Department
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

22. MISCELLANEOUS.

- 22.1. **Independent Contractor.** Contractor is an independent contractor. Nothing in this Agreement creates an employment, agency, joint venture, partnership, franchise, or fiduciary relationship between City and Contractor.
- 22.2. **Assignment.** Contractor may not assign, transfer, subcontract, or delegate material obligations under this Agreement without City's prior written consent, except to an affiliate capable of performing the Services and approved by City. Any approved assignment does not relieve Contractor of obligations unless City expressly agrees in writing.

- 22.3. **Subcontractors.** Contractor remains responsible for all Services performed by subcontractors. Contractor shall ensure subcontractors comply with applicable terms of this Agreement.
- 22.4. **Licenses, Permits, and Taxes.** Contractor shall obtain and maintain all licenses and permits required for performance and shall pay taxes and fees lawfully due from Contractor's operations.
- 22.5. **Governing Law and Venue.** This Agreement is governed by the laws of the State of South Dakota. Venue for any action arising out of this Agreement shall be in circuit court in Meade County, South Dakota.
- 22.6. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force and effect to the greatest extent permitted by law.
- 22.7. **No Waiver.** No waiver of any breach or default shall be deemed a waiver of any other breach or default. Failure to enforce a provision does not waive the right to enforce that provision later.
- 22.8. **Entire Agreement.** This Agreement, including exhibits and incorporated documents, constitutes the entire agreement between the Parties regarding the Services and supersedes prior negotiations, representations, or understandings not incorporated herein.
- 22.9. **Order of Precedence.** In the event of conflict, the following order of precedence applies: first, the body of this Agreement; second, formal amendments; third, exhibits; fourth, administratively approved schedules or Work Orders; and fifth, the RFP or proposal documents to the extent expressly incorporated.
- 22.10. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original and all of which together constitute one instrument.
- 22.11. **Authority.** Each person signing this Agreement represents that the person has authority to bind the Party on whose behalf the person signs.

[separate signature page follows]

CITY OF STURGIS

Tony Dargatz, Mayor Pro Tempore

(Seal)

ATTEST:

Ann Bertolotto, Finance Officer

**WASTE CONNECTIONS OF SOUTH DAKOTA, INC.
d/b/a KIEFFER SANITATION**

Matt O'Connell, Division Vice President

EXHIBIT A

NON-COMMERCIAL RATE SCHEDULE

The following rates are the rates charged by Contractor to City for non-commercial municipal solid waste services. These are not customer rates charged by City to customers. Rates are subject to adjustment only as provided in the Agreement.

* Subscription Recycling rates are subject to the participation-based pricing and program-review provisions in Article 7.

Service Category	Service Description	Initial Rate Charged to City
Residential Municipal Solid Waste	Collected one time per week each week	\$15.80 per month
Additional Residential Container	Additional container	\$12.00 per month
Additional Residential Dump	Per dump, per 96-gallon container	\$____/each
Subscription Recycling	Optional subscription service; collected curbside biweekly	\$7.50 per month*
Centralized Cardboard	Weekly service using Contractor-supplied cardboard containers at the Exit 32 recycle center	\$100.00 per month
Non-Rally Special Event Service	96-gallon container	\$5.75 per dump
Non-Rally Special Event Service	300-gallon container	\$21.00 per dump

EXHIBIT B

COMMERCIAL MUNICIPAL SOLID WASTE RATE MATRIX

The following rates are the rates charged by Contractor to City for commercial municipal solid waste services. These are not customer rates charged by City to commercial customers. Rates are subject to adjustment only as provided in the Agreement.

Times Per Week	1 × 96-Gallon Cart	1 × 300-Gallon Container	2 × 300-Gallon Containers	3 × 300-Gallon Containers	4 × 300-Gallon Containers	5 × 300-Gallon Containers
1	\$39.50	\$65.00	\$123.00	\$185.00	\$246.00	\$308.00
2	\$51.35	\$84.50	\$159.90	\$240.50	\$319.80	\$400.40
3	\$66.76	\$109.85	\$207.87	\$312.65	\$415.74	\$520.52
4	\$86.78	\$142.81	\$270.23	\$406.45	\$540.46	\$676.68
5	\$112.82	\$185.65	\$351.30	\$528.38	\$702.60	\$879.68
6	\$146.66	\$241.34	\$456.69	\$686.89	\$913.38	\$1,143.58

EXHIBIT C

CONTAINER SCHEDULE

For the first contract year, the container prices shall be firm as stated in this Exhibit C. Beginning in the second contract year, and in each contract year thereafter, Contractor may reasonably adjust the prices for containers subject to the terms and limitations in the Agreement. The following prices apply to new 96-gallon and 300-gallon containers supplied by Contractor for the City's municipal solid waste program under Article 11 of the Agreement. These prices are the prices charged by Contractor to City and are not customer rates.

Container Type	Initial Price Charged to City
96-Gallon Container	\$61.62 per container
300-Gallon Container	\$ _____ per container

Unless otherwise stated in writing, the above prices include ordinary acquisition, freight, delivery, assembly, and placement into service.

The Container Schedule may be administratively updated by written agreement of Contractor and the Director of Public Works based on Contractor's actual supplier cost or other reasonably documented cost changes, as provided in the Agreement.

Meeting Date: City Council - May 04 2026

Agenda Item: Consideration to approve Joint Powers Agreement between South Dakota Game, Fish & Parks and the City of Sturgis

Prepared By: Aaron Jordan, City Administrator

BACKGROUND INFORMATION:

Earlier this year, former Mayor Kevin Forrester coordinated and advanced an effort to enhance public access and recreational opportunities at Lions Club Pond. This initiative focused on improving shoreline fishing access for residents and visitors, consistent with community recreation goals.

To support this effort, the City has partnered with the South Dakota Department of Game, Fish and Parks (GFP) through a Joint Powers Agreement. GFP has committed \$15,000 toward the project. In addition, an anonymous donor has committed to contribute \$10,000, demonstrating strong community support for the project. The remaining \$26,485 will be funded by the City's Capital Improvements Fund.

City Administrator Aaron Jordan and Public Works Director Rick Bush met with a GFP official and the project builder within the last few weeks to finalize the details of the project.

The project includes improvements to shoreline fishing access along the west, south, and east portions of the pond, including construction of rock piers and related features.

Project work is being completed by Todd Steffen, Dakota Prairie Landscapes, LLC, who has a longstanding relationship with Mayor Forrester as a fellow trail builder and brings relevant experience to this type of recreational improvement project.

DISCUSSION:

The total estimated cost of the project is approximately \$51,485.

Under the terms of the Joint Powers Agreement:

- The City will lead and manage the project.
- GFP will reimburse the City up to \$15,000 upon submission of invoices.
- The City will retain ownership of the improvements upon completion.
- The City is responsible for long-term maintenance and ensuring public access remains free and unrestricted.

The remaining project costs, after accounting for GFP funding and the anonymous donation, will be covered by the City. The City intends to fund this difference through Capital Improvement Funds.

This project represents a collaborative effort between state, local, and private contributors to enhance a valued community amenity. It also reflects the continuation of Mayor Forrester's vision for expanding recreational opportunities and improving public spaces.

Project is expected to begin with the couple of weeks and be completed by early June 2026. Rick Bush will be the city lead on managing the project with coordination with the builder throughout the project.

BUDGET IMPACT:

There are sufficient funds available in the Capital Improvements budget.

RECOMMENDATION:

Motion to approve the Joint Powers Agreement with the South Dakota Department of Game, Fish and Parks for the Lions Club Pond Shoreline Improvement Project and authorization to proceed with project completion and associated expenditures from Capital Improvement Funds.

ATTACHMENTS:

- [City of Sturgis.LionsPond Acces-JPA](#)
- [Lions Club Page 1-merged](#)
- [Lions Club Pond \(002\)](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Apr 30 2026

**JOINT POWERS AGREEMENT
BETWEEN
SOUTH DAKOTA DEPARTMENT OF GAME, FISH AND PARKS
AND
THE CITY OF STURGIS**

1. PURPOSE

To define the relationship between the South Dakota Department of Game, Fish and Parks (GFP) and the City of Sturgis (CITY) on issues relating to Lions Club Pond in the City of Sturgis (PROJECT), located in Meade County, South Dakota.

2. GOAL

It is the mutual goal of GFP and the CITY to provide angling opportunities on the water of Lions Club Pond for the citizens of the State and its visitors.

3. AGREEMENT

This AGREEMENT between GFP and the CITY shall become effective upon the last date of signature and continue until such time that the PROJECT needs to be replaced due to old age. This AGREEMENT may be terminated by either party upon thirty (30) days' written notice. This AGREEMENT may also be terminated by the mutual written agreement by the CITY and GFP.

I. General Provisions

1. The PROJECT is to improve shoreline fishing access along the west, south, and east shore of the pond including rock piers and/or bump outs. The PROJECT is being led and fundraised by the CITY.
2. GFP will assist in funding the PROJECT. GFP is awarding the PROJECT a total of \$15,000.00 available during fiscal year (FY) 26. FY26 starts July 1, 2025, and ends June 30, 2026. The total estimated cost for the PROJECT is \$51,484.88.
3. The TOTAL approved financial contribution from GFP for PROJECT shall not exceed \$15,000.00
4. The CITY is responsible for submitting an invoice to GFP for GFP's portion of pay along with a copy of the final invoice.
5. The PROJECT site, as per this AGREEMENT, will consist of property owned or managed by the City of Sturgis and is located Lat: 44.41348 Lon: -103.4949 Meade County, South Dakota.
6. The PROJECT will be maintained and preserved from willful destruction by the CITY during its minimum useful life.

7. The CITY and GFP agree to allow free, unrestricted, public access to all components of this PROJECT for the life of the PROJECT.
8. The CITY agrees that equipment and materials purchased, provided, or cost shared by the GFP cannot be sold, traded, or otherwise disposed of without written authorization from the GFP. This does not include disposal of materials and equipment related to maintenance or repair of the PROJECT.
9. Both parties agree to abide by all applicable provisions of the Title VI of the Civil Rights Act of 1964.
10. CITY agrees to grant the GFP, Department of the Interior, the US Fish and Wildlife Service, or any of their duly authorized representatives, access to any documents, paper, and records of the CITY which are directly pertinent to this AGREEMENT for the purpose of making audit, examination, excerpts, and transcriptions.
11. In the event that the Project is abandoned, destroyed, or irreparably damaged under authority of the CITY before the end of its useful life due to negligence or failure to maintain, the CITY will reimburse the GFP 100% of the remaining amortized value of the Project. This does not include damages to the PROJECT that are not by fault of the City that are determined to be acts of God.
12. The CITY agrees to hold harmless and indemnify the State of South Dakota, its officers, agents, and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services under this AGREEMENT. This section does not require the CITY to be responsible for or defend against claims or damages arising solely from acts or omissions of the GFP, its officers, agents, or employees.
13. The PROJECT will become the property of the CITY upon completion.
14. Nothing in this AGREEMENT will be construed as limiting or affecting in any way the authority or legal responsibility of the GFP or CITY, or as binding any party to this AGREEMENT to perform beyond the respective authority of each.
15. The CITY will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this AGREEMENT, and will be solely responsible for obtaining current information on such requirements.

II. Agreement Conditions

1. This AGREEMENT may depend upon the continued availability of appropriated funds and expenditure authority from the GFP Commission for the purposes contemplated herein. In the event it becomes necessary that the GFP Commission appropriates funds and grants expenditure authority for the purposes contemplated herein but fails to do so, this AGREEMENT may be terminated by GFP.
2. The parties shall negotiate in good faith the terms of any agreement that is determined to be necessary or desirable to carry out the terms of this AGREEMENT.
3. Time is of the essence of this AGREEMENT and all its covenants, terms, conditions, and provisions.

4. This AGREEMENT and the covenants herein contained shall inure to the benefit of and be obligatory upon the legal representatives, successors in interest, and assignees of the respective parties hereto.
5. The parties declare that no specific entity as contemplated in SDCL 1-24-4(2) is being created to implement this AGREEMENT, and that the cooperative undertaking herein described shall be administered by the Director of the Division of Wildlife for GFP and the CITY or their authorized designees.
6. All notices or other communications hereunder shall be in writing and shall be deemed given when delivered, and if delivered by mail, shall be sent by first class, postage prepaid, to the parties at the following addresses:

CITY: City of Sturgis
 1040 Harley Davidson Way
 Sturgis SD, 57785

GFP: S.D. Department of Game, Fish and Parks
 523 E. Capital Avenue
 Pierre, SD 57501
 Attn: Director, Division of Wildlife

The parties, by notice given hereunder, may designate any further or different methods of notification and addresses to which notices and communications shall be provided.

7. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of South Dakota. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Sixth Judicial Circuit, Hughes County, South Dakota.
8. This AGREEMENT is intended to only govern the rights and interests of the parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at any law by any third party in any manners, civil or criminal.
9. The parties acknowledge that a true copy of this AGREEMENT will be filed with the Office of the Attorney General and the Legislative Research Council within fourteen (14) days of the execution hereof, as required by law.
10. By the signature of their respective representatives below, GFP and the CITY certify that approval of this AGREEMENT by ordinance, resolution or other appropriate means has been obtained by that governmental body's governing body or officer pursuant to SDCL 1-24-3 and 1-24-6 and that the representatives are authorized to sign on the party's behalf. A copy of any authorizing resolution or ordinance is attached to this AGREEMENT and incorporated herein by reference.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this AGREEMENT on the dates shown with their respective signatures.

CITY OF STURGIS

Signature

Name_____

Title_____

Date_____

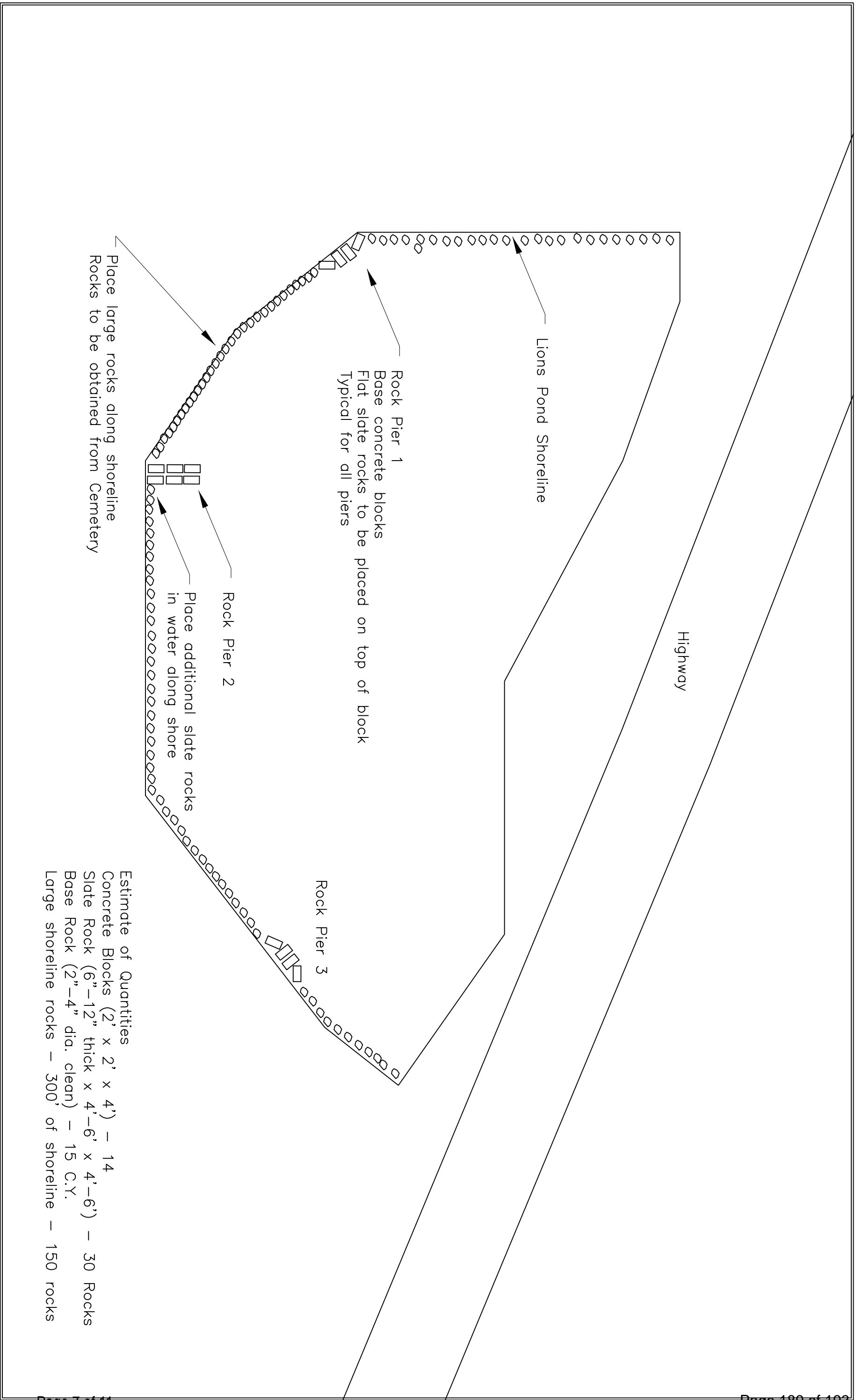
STATE OF SOUTH DAKOTA
DEPARTMENT OF GAME, FISH AND PARKS

Signature

Name_____

Title_____

Date_____

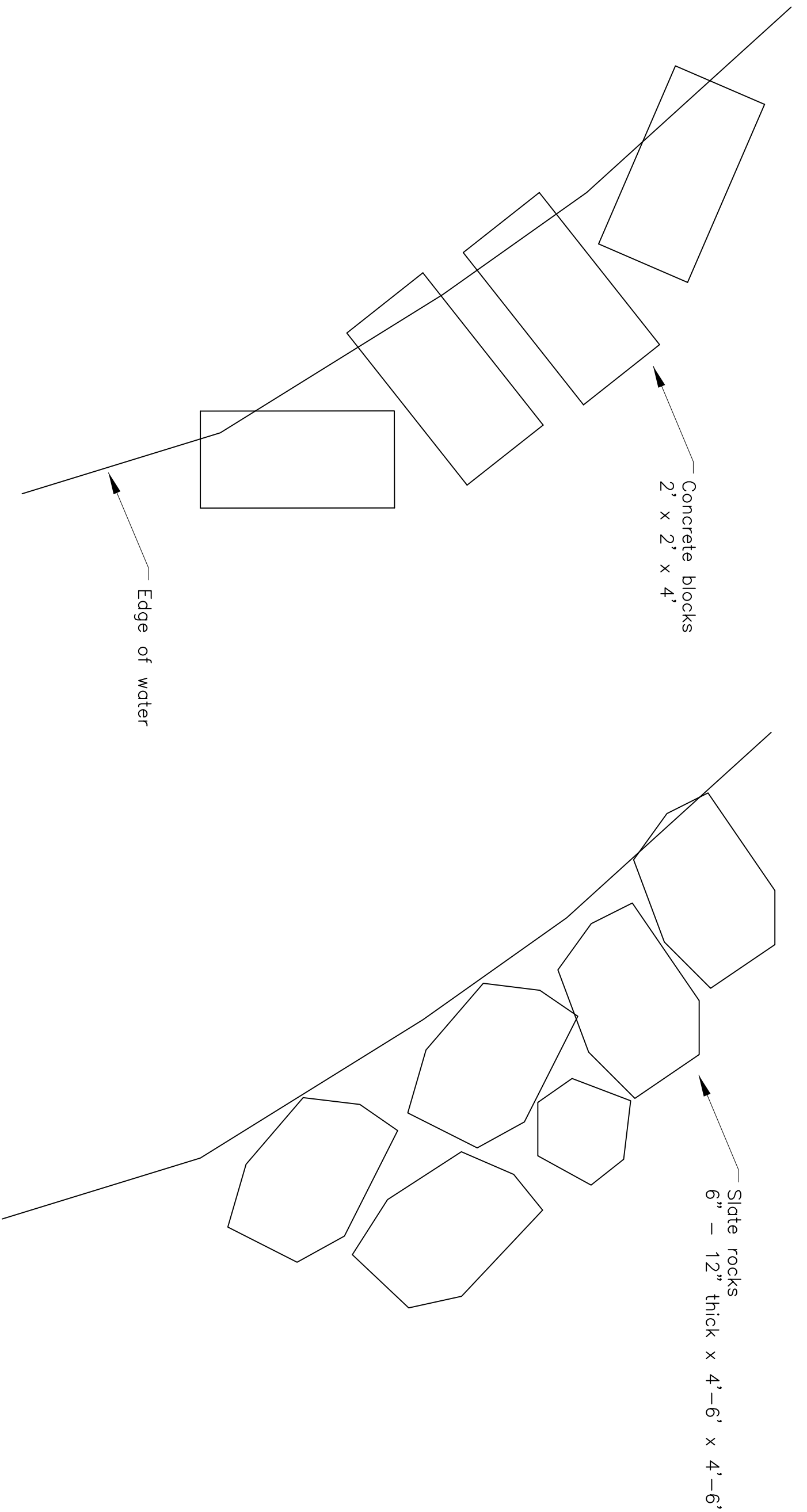


Project Name
Lions Club Park Pond Rehabilitation

Sheet Title
Site Plan

Scale
No Scale

Sheet
of 1 / 4



Rock Pier 1 and 3
 Base concrete blocks
 shown without top layer of slate rock

PLAN VIEW

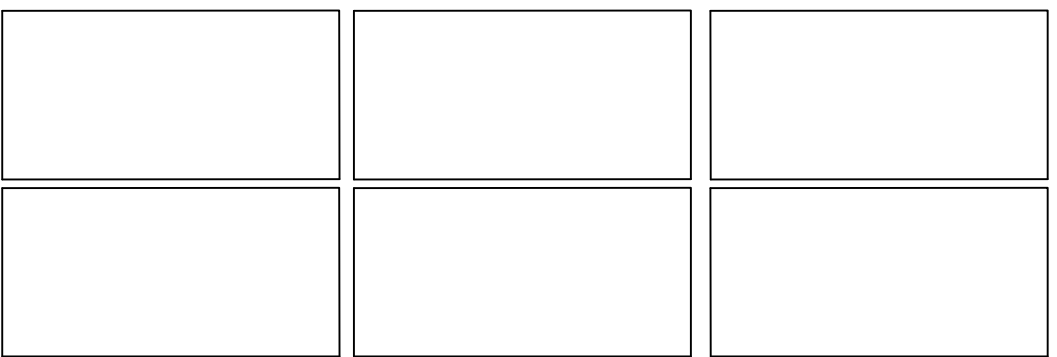
Rock Pier 1 and 3
 Slate rocks shown without base concrete blocks
 Slate rocks shall be positioned as close together
 as possible
 Fill an voids between rocks with concrete

Project Name
Lions Club Park Pond Rehabilitation

Sheet Title
Rock Pier 1 and 3

Scale
 No Scale

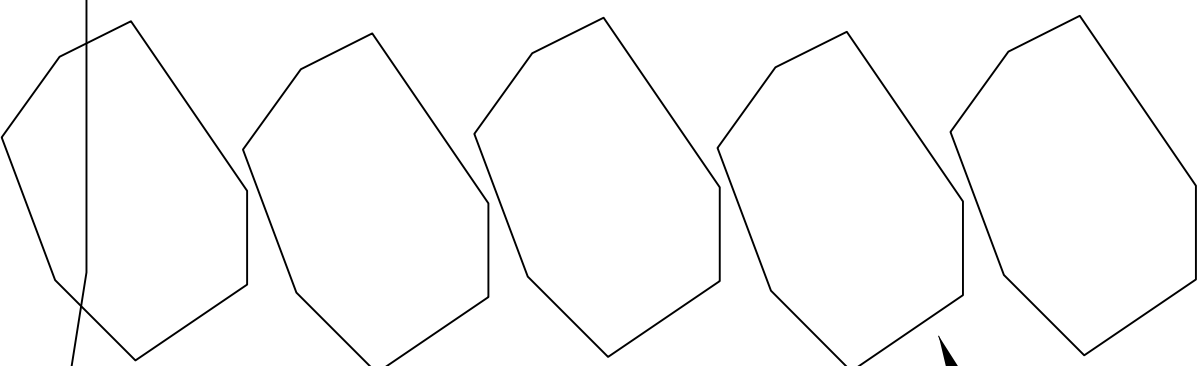
Sheet
 2 / 4



Concrete blocks
2' x 2' x 4'

Edge of water

Rock Pier 2
Base concrete blocks
shown without top layer of slate rock



Slate rocks
6" - 12" thick x 4'-6" x 4'-6"

Rock Pier 1
Slate rocks shown without base concrete blocks
Slate rocks shall be positioned as close together
as possible
Fill an voids between rocks with concrete

PLAN VIEW

Project Name

Lions Club Park Pond Rehabilitation

Sheet Title

Rock Pier 2

Scale

No Scale

Sheet

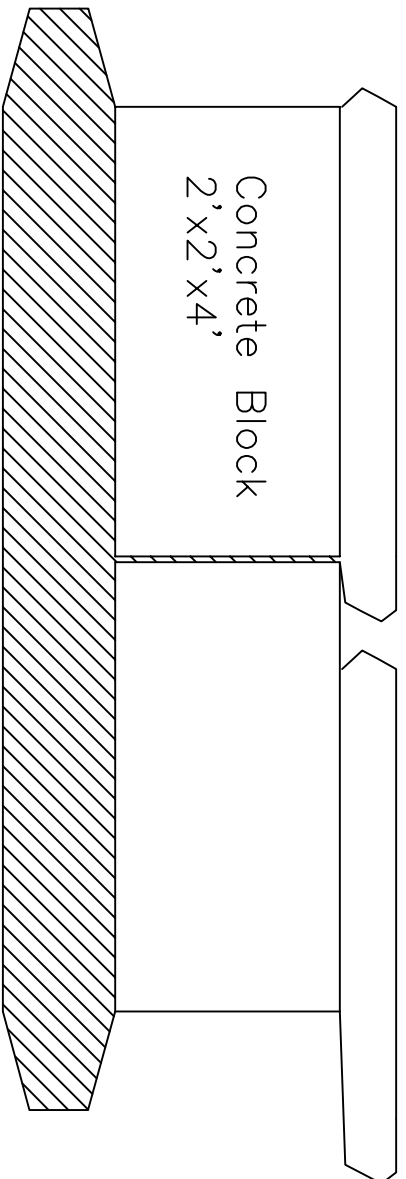
3 / 4

of

Fill void between rocks with concrete as approved by the Engineer

Slate rocks
6" – 12" thick x 4'-6' x 4'-6'

Concrete Block
2'x2'x4'



Excavate area to place rocks level and place 12" layer of clean (2"-4" dia rock) for a base

PLAN VIEW

Project Name
Lions Club Park Pond Rehabilitation

Sheet Title
Cross Section
Scale
No Scale Sheet
of 4 / 4

Dakota Prairie Landscapes, LLC
 16768 Hwy 1416
 New Underwood, SD 57761
 office 605-754-9372 cell 605-209-3238
emaildpl@goldenwest.net

Kevin Forrester City of Sturgis Sturgis SD, 57785

Project: Lions Club Pond

Excise # 1012-0837
 EIN # 26-2727264
 Date: 1/9/26

Item	Description	Meth of Meas	Quantity	Unit Price	Total
1	Mobilization	LS	1	\$6,500.00	\$6,500.00
2	2'x2'x4' Block	Ea	14	\$535.17	\$7,492.38
3	Decorative Rock from Dakota Stone	Ea	35	\$628.50	\$21,997.50
4	Large Boulders from Cemetery	Ea	25	\$180.00	\$4,500.00
5	2"x4" Clean Rock	Ton	45	\$111.00	\$4,995.00
6	Erosion Control	LS	1	\$6,000.00	\$6,000.00
					\$51,484.88

Erosion Control to include contractor furnished topsoil. Hand grading will be done around rock. Disturbed areas will be shaped, seeded and hydromulched.

Proposal includes utilizing campground area as staging area, water to be drawn down and water for hydromulch to be drawn from pond.

*Quote does not include fees for any permitting, special licensure, or performance bonding.