

## PROCEEDINGS OF THE STURGIS CITY COUNCIL

The Common Council of the City of Sturgis met in regular session starting at 6:00 p.m. on Monday, July 16, 2018 at the Erskine Building. Present: Mayor Mark Carstensen, Alderpersons Jason Anderson, Mike Bachand, Rhea Crane, Steve Keszler, Terry Keszler, David Martinson, Ronald Waterland and Beka Zerst. Also present: City Manager Daniel Ainslie and City Attorney Greg Barnier. Absent: None.

Motion by S. Keszler, second by Anderson and carried with all members present unanimously voting yes to approve the agenda.

Motion by Waterland, second by Crane and carried with all members present unanimously voting yes to go into executive session for one legal case, one contract and one personnel at 6:01 pm.

Motion by Waterland, second by Bachand to return to regular session at 6:27 pm.

Mayor Mark Carstensen led everyone in the Pledge of Allegiance.

### Informational Reports:

- Planning Commission – 7/5/18 minutes
- Library Board – 6/27/18 minutes

### Announcements:

- Next Council Meeting will be on July 30, 2018.
- There will be a ribbon cutting for the Ft. Meade Trail on July 21<sup>st</sup> at 10:00 am.
- The Recycling area at Exit 32 will be closed starting July 22<sup>nd</sup>.
- Meade County will be having their barbeque for the Kiwanis fund raiser on July 25<sup>th</sup>.
- The Summer Reading Program will be wrapping up with a party at the Community Center on the 19<sup>th</sup> of July.
- The pool and hot tub at the Community Center will be closed from July 30<sup>th</sup> to August 12<sup>th</sup>.
- The Meade County Fair and Ag Fest will be held on July 27<sup>th</sup> and 28<sup>th</sup>.
- Soccer on the Street this past weekend was a huge success.
- Thanks goes out to the Life Spring Wesleyan Church for their Day of Service for Sturgis.

### City Manager Ainslie reported:

- The sales tax update for General Sales Tax and Capital Improvement Tax for May collected in June was up 39 1/2% month over month and up .5% year over year. The Gross Receipts Tax (triple B) was up 65.8% month over month and up 14.6% year over year.
- Budget Update-the budget was sent out to the Council. Most departments are under 50%.
- Payroll Changes – within budget:
  1. Police Dept – Reserves – Dustin Barnes, Ethan Harris, James Linn, Aaron Oberlander, and Brian Owen – no wage.
  2. City Mgr, Legal, Planning Depts – Admin Assistant – Tammy McKay - \$15.84.
  3. Fire Dept – During Rally - Chief – Shawn Barrows - \$15; Asst Chief – Dave Fischer - \$15; Asst Chief – Scott Lensgrav - \$15; Temp Fire Fighter – TBD - \$12.

Motion by Bachand, second by Martinson and carried with all members present unanimously voting yes to approve the following items on the consent calendar with the exception of e and f:

- a. Consideration of minutes from the July 2, 2018 regular council meeting.
- b. Consideration of setting a public hearing on July 30, 2018 for a Street Closure and Use of City Property for the Palisades Block Party on August 25, 2018 from 4 pm-10 pm.
- c. Consideration of setting a public hearing on July 30, 2018 for a Special Events License for the Knuckle Saloon at the Sturgis Fairgrounds for the Demolition Derby on September 29, 2018.
- d. Consideration of setting a public hearing on July 30, 2018 for a Special Events License for Fat Boys LLC at 1544 Lazelle (Samson Corner) on August 3-10, 2018.
- ~~e. Consideration of Resolution 2018-48 – Surplus and Convey Real Property to SEDC.~~
- ~~f. Consideration to approve a Quit Claim Deed for a portion of the Compass Point property.~~
- g. Consideration of setting a public hearing on July 30, 2018 for a Special Events License for the Knuckle Saloon for the Vintage Motorcycle Festival at 1802 Ballpark Rd on August 6, 2018.
- h. Consideration of setting a public hearing on July 30, 2018 for a Special Events License for KSLBandD Inc dba Iron Horse Saloon at Steel Pony Campground from 7/30/18 to 8/12/18.

Motion by Crane, second by T. Keszler and carried with all members present unanimously voting yes to approve Resolution 2018-48 – Surplus and Convey Real Property to SEDC.

**RESOLUTION 2018-48  
A RESOLUTION TO SURPLUS AND CONVEY REAL PROPERTY TO  
STURGIS ECONOMIC DEVELOPMENT CORPORATION**

WHEREAS, the City of Sturgis is the owner of certain real property which is no longer necessary, useful or suitable for municipal purposes; and

WHEREAS, it is deemed advisable and in the best interest of the City of Sturgis to surplus and transfer the following described real property:

That portion of Lot 25 in Block 27 of Ash's Extension formerly described as the North 25 feet of Lots 8-12, the vacated alley lying North of Lots 8-12, and a portion of Lots 13-17 in Block 27 of Ash's Extension, City of Sturgis, Meade County, South Dakota, as shown on the plat filed in Plat Book 24 on Pages 43-44.

WHEREAS, SEDC (Sturgis Economic Development Corporation, a not for profit organization) has made a request to the City of Sturgis to convey said property to SEDC pursuant to SDCL 9-27-36 for expansion of the Community Economic base; and

WHEREAS, pursuant to the above referred to statute the City has the power to convey real property to a non-profit local organization for authorized economic development purposes.

NOW THEREFORE, as set forth herein it is hereby resolved that the Mayor of the City of Sturgis, Mark Carstensen, is hereby authorized to sign the guarantee document and execute a deed to SEDC consistent with the terms of this Resolution to conveying from the City of Sturgis to the Sturgis Economic Development Corporation the real property above described and authorized to convey by deed the above described property as provided for in this resolution.

Dated this 16th day of July, 2018.

Published: 07-24-2018  
Effective: 08-14-2018

Motion by Bachand, second by Martinson and carried with all members present unanimously voting yes to approve a Quit Claim Deed for a portion of the Compass Point property.

Motion by Waterland, second by Bachand and carried with Anderson, Bachand, Crane, S. Keszler, T. Keszler, Martinson, Waterland and Zerbst voting yes, Carstensen abstaining, to approve the following claims:

**WAGES** – Ambulance \$22,807.58; Attorney \$3959.10; Auditorium \$189.76; Buildings \$1142.25; Cemetery \$3147.93; City Manager \$4481.37; Community Center \$11470.04; Finance Office \$9111.37; Fire Department \$48.20; Human Resource \$6983.86; Library \$9349.54; Liquor \$6010.18; Mayor and Council \$3761.77; Parks \$13,889.37; Planning and Permitting \$8766.52; Police \$32,689.63; Rally \$9348.49; Recreation \$4039.51; Sanitary Service \$15,031.44; Special Sales Tax \$1923.08; Streets \$13,635.19; Wastewater \$10,072.52; Water \$12,827.86; Federal Withholding \$17,496.21; FICA \$15,658.52.

**COMBINES CASH FUND** – Change Banks, \$7,300.00; First Interstate Bank, \$12,000.00.

**GENERAL** – AandB Business, \$182.76, rep; AandB Welding, \$39.26, sup; AandJ Surplus, \$88.80, rep; Allegiant Emergency Services, \$2,558.21, sup; Animal Health International, \$12.68, sup; Avaya, \$25.55, util; Elton Lane Barden, \$500.00, prof fee; Bear Butte Valley Water, \$156.70, util; BH Energy, \$30,257.06, util; BH Occupational Medicine, \$240.00, prof fee; BH Pioneer Weekly Pro, \$864.88, pub; Buckle Tree, \$3,935.37, other; Mark Carstensen, \$75.00, other; Cash-Wa Distributing, \$621.17, resale; Clark Printing, \$226.80, sup; Devon Crowe, \$300.00, prof fee; First Western Insurance, \$205.86, ins; GandH Distributing, \$29.27, sup; Glover Investments, \$24,800.00, rent; Grocery Mart, \$10.89, sup; Ken Grosch, \$30.00, other; Hebron Brick, \$64.50, sup; Neil and Karen Hinek, \$2,500.00, rent; Jake’s Collision Repair, \$539.22, rep; Jenner Equipment, \$159.62, sup; Ketel Thorstenson, \$2,500.00, prof fee; Key City Glass, \$400.00, rep; Cody King, \$4,000.00, rent; Kevin Klug, \$200.00, prof fee; Lighting Maintenance, \$1,119.38, rep; Lynn’s Dakotamart, \$212.63, sup; Marco Technologies, \$79.81, rep; MasterCard, \$48,514.30, sup; MB Tree and Landscape, \$2,650.00, sup; Meade County Auditor, \$27,144.64, other; Meade County Senior Citizens, \$4,500.00, rent; Menard’s, \$99.66, sup; MDU, \$3,176.71, util; Motionsoft, \$450.00, prof fee; Northern Hills Vet Clinic, \$2,004.60, prof fee; O’Reilly Auto Parts, \$230.42, rep; Park Avenue Car Wash, \$8.00, sup; Print Mark-et, \$1,742.08, pub; Public Safety Equipment, \$475.90, sup; Purchase Power, \$500.00, sup; SD Public Assurance Alliance, \$384.56, ins; SD Secretary of State, \$30.00, ins; Sherwin-Williams, \$150.52, rep; Shopko Stores, \$224.83, sup; Speedy Lube, \$118.10, sup; Sturgis Phot and Gifts, \$419.98, other; Tom’s T’s, \$76.11, sup; Town-n-Country Plumbing, \$433.56, sup; Twilight First Aid and Safety, \$143.57, sup; Katie Walker, \$3,500.00, rent; Werlinger Auto Body, \$202.35, rep; Western Communications, \$18.00, equip.

**SPECAIL SALES TAX** – BH Energy, \$438.50, util; MasterCard, \$54.24, chamber; MDU, \$15.40, util.

**CAPITAL IMPROVEMENT** – AandJ Surplus, \$188.25; AandL contractors, \$137,634.78; Albright construction, \$51,700.20; baseline Surveying, \$1,377.50; Bierschbach Equipment, \$128.30; Fence Crafters, \$2,254.20; Fennell Design, \$6,783.00; Interconnections Systems, \$2,533.74; Janco Athletic Surfacing, \$20,200.00; MasterCard, \$660.27; No Fault Sport Group, \$54,380.00; Pete Lien and Sons, \$325.63; Push-Pedal-Pull, \$2,832.32; Sd Dept of Transportation, \$300,000.00; Sherwin-Williams, \$5,738.53; Simon Contractors, \$122,198.58.

**BUSINESS IMPROVEMENT DISTRICT** – Buffalo Chip Campground, \$500.00, sup; Days Inn, \$101.60, sup; Laurene Fischer, \$128.00, refund; Lee Hughes, \$128.00, refund; Vonnie Lucas, \$108.80, refund; Lynn’s Dakotamart, \$92.46, sup; Mike Magnafici, \$178.00, refund; MasterCard, \$177.34, sup; Menard’s, \$105.11, sup; Mineral Palace Hotel, \$1,345.00, sup; William Scott, \$151.30, refund; Shopko Stores, \$35.96, sup; Stepping Stone Photography and Design, \$200.00, sup; The Knuckle Saloon Steak House, 2,375.00, sup.

**EQUIPMENT REPLACEMENT FUND** – MasterCard, \$6,571.40, equip; Scott Peterson Motors, \$62,376.00 equip.

**LIQUOR** – Arctic Glacier, \$445.55, resale; Badlands Distillery, \$119.22, resale; BH Dakota Distillery, \$627.00, BH Energy, \$2,104.07, util; Cash-Wa, \$1,915.00, resale; Cask and Cork, \$577.50, resale; Change Banks, \$4,000.00; Coca cola, \$947.50, resale; Dakota's Best Distributing, \$174.10, resale; Fisher Beverage, \$14,587.15, resale; Johnson Western Wholesale, \$34,165.11, resale; Lynn's Dakotamart, \$14.51, sup; MasterCard, \$2,773.50, sup; MDU, \$16.81, util; Okoboji Wines, \$775.00, resale; Pepsi cola, \$241.50, resale; Prairie Berry, \$783.00, resale; Print Mark-et, \$102.48, pub; Quality Brands, \$26,920.30, resale; Republic Beverage, \$46,949.95, resale; Shopko Stores, \$30.95, sup; Southern Glazer's of SD, \$7,043.66, resale.

**WATER** – BH Energy, \$13,573.78, util; Core and Main, \$8,992.97, sup; Grocery Mart, \$66.46, rep; Hawkins, \$40.00, sup; Nikki Kubo, \$500.00, ins; Lynn's Dakotamart, \$150.31, other; MasterCard, \$3,491.16, sup; MDU, \$133.33, util; Print Mark-et, \$102.48, pub; SD Assn Rural Water, \$600.00, prof fee; SD One Call, \$166.95, prof fee; Speedy Lube, \$51.24, sup.

**WASTEWATER** – BH Occupational Medicine, \$30.00, prof fee; MasterCard, \$907.63, sup; MDU, \$48.52, util; Print Mark-et, \$102.48, pub; SD DENR, \$50.00, prof fee; Steel Pony Campground, \$28,447.65, cap imp.

**SANITATION** – BH Energy, \$12.00, util; Century Link, \$57.77, util; City of Belle Fourche, \$24,862.26, other; Diesel Machinery, \$335.22, rep; Jay Johnson, \$500.00, ins; Lynn's Dakotamart, \$19.96, sup; MasterCard, \$6,399.08, other; Print Mark-et, \$102.48, pub; Schaeffer Mfg, \$396.30, sup; Snyder Industries, \$7,409.61, sup.

**AMBULANCE** – AandB Welding, \$416.18, sup; Avera Education and Staffing Solutions, \$3,600.00, travel; BH Energy, \$589.52, util; Dale's Tre and Retreading, \$210.00, rep; Image Trend, \$4,700.50, prof fee; Lynn's Dakotamart, \$11.61, sup; MasterCard, \$6,668.72, travel; MDU, \$29.21, util; Print Mark-et, \$102.48, pub; Purchase Power, \$89.45, sup; Shopko Pharmacy, \$27.96, sup; Speedy Lube, \$43.12, rep.

Motion by Anderson, second by Waterland and carried with all members present unanimously voting yes to approve a rezone of 100' corridor on property along I-90 for a billboard at 170 Old Stone Road, (Grandpre Plat Lots 1-19, S 20' of Lot 28) for Bill Meirose from Transitional Zoning to Billboard 1.

Motion by Bachand, second by Zerbst and carried with Bachand, Carstensen, S. Keszler, T. Keszler, Martinson and Zerbst voting yes and Anderson, Crane and Waterland voting no to deny a Use on Review to allow camping at 940 Dickson Drive for Patti and Tom Donney (Saab Heritage Museum).

Motion by Martinson to amend the Bachand motion to allow camping for 6 months with the exception of no camping during the Rally. This motion died for lack of a second.

Mark Krenn discussed with the Council the use of fireworks within city limits. Mr. Krenn feels they are out of control and are dangerous and that fireworks should be illegal in the City limits. City Manager gave a background on the fireworks ordinance. Councilor Bachand agrees with Mr. Krenn that the fireworks ordinance should be changed. The Council will take this under consideration.

The following bids were received for the 1<sup>st</sup> Street Reconstruction: A and L Contractors-\$89,230.80; Simon-\$119,906.55; GTI Companies, Inc.-\$89,614; North Star Construction-\$79,532.

Motion by Waterland, second by T. Keszler and carried with all members present unanimously voting yes to award the low bid from North Star Construction for \$79,532 for the First Street Reconstruction project and to allow the City Manager to sign all documents for this project.

July 16, 2018

Any other business:  
None

Motion by Waterland, seconded by Martinson and carried with all members present unanimously voting yes to adjourn the meeting at 8:13 pm.

ATTEST: \_\_\_\_\_  
Fay Bueno, Finance Officer

APPROVED \_\_\_\_\_  
Mark Carstensen, Mayor

Published once at the total approximate cost of \$

PROCEEDINGS OF THE STURGIS CITY COUNCIL

The Common Council of the City of Sturgis met in special session starting at 6:00 p.m. on Monday, July 23, 2018 at City Hall, 1040 Harley-Davidson Way. Present: Mayor Mark Carstensen. Alderpersons Jason Anderson, Mike Bachand, Rhea Crane, Steve Keszler, Terry Keszler, David Martinson, Ronald Waterland and Beka Zerbst. Also present: City Manager Daniel Ainslie and City Attorney Barnier. Absent: none

The meeting was called to order at 6:00 pm.

Mayor Carstensen led everyone in the Pledge of Allegiance.

Motion by T. Keszler, second by Waterland and carried with all members present voting yes to unanimously approve the agenda.

Discussion was held on 3 schematics for remodeling City Hall. Jarod Carda from Co-Op Architects gave a presentation describing the changes that would be made. There are several items that would be addressed with this remodel: ease of paying your utility bill; being ADA compliant; safety for the employees; a new HVAC system and having additional space for growth. After much discussion, it was decided that this would be brought to the Council at the August 20, 2018 meeting.

Other items discussed:

- Roger Scheiman and Connie Meyer stated their concerns about not having bathrooms at Harley Davidson Rally Point.
- Bonnie Alberts stated her concerns about having a special meeting at City Hall for the presentation on remodeling City Hall.

Councilor Terry Keszler discussed with the Council the noise ordinance and the loud music on Main Street last Saturday night.

Motion by Waterland seconded by Zerbst and carried with all members present voting yes to adjourn the meeting at 7:49 pm.

ATTEST: \_\_\_\_\_  
Fay Bueno, Finance Officer

APPROVED \_\_\_\_\_  
Mark Carstensen, Mayor

Published once at the total approximate cost of .



1040 Harley-Davidson Way  
Sturgis, SD 57785  
www.sturgis-sd.gov

Ph: (605) 347-4422 ext. 212  
Fax: (605) 347-4861  
labernathy@sturgisgov.com

## Property Surplus Council Report

July 30, 2018  
Laura Abernathy, Planning Coordinator  
Property Surplus – Lot 19R of Original Town of Sturgis

### Overview

The City of Sturgis is working with Dale Punt of 1060 Dudley Street (described as Lots 17-18 in Block 29 of Original Town of Sturgis) on a land swap in which the landowner will swap a 281 sq. ft. portion of his land located within Dudley Street right-of-way for a 652 sq. ft. portion of City property (Lot 19R), which is a portion of the Public Works employee parking lot. The purpose of the land swap is to correlate property with the actual use. Lot 19R is a portion of green space on City property that is maintained and used by Mr. Punt. On June 18, 2018, the City Council approved a plat for Lot 19R, with the intention to surplus the property. The next steps in the land swap process are to surplus and convey Lot 19R to Sturgis Economic Development Corps (SEDC). SEDC will then issue a quitclaim deed to Mr. Punt.


### Recommendations

City staff recommends that a resolution be approved to surplus and convey realty to SEDC and to provide a quitclaim deed to SEDC. In turn, SEDC will issue a quitclaim deed to Dale Punt. The property is described as the following:

*“Lot 19R in Block 29 of Original Town of Sturgis, City of Sturgis, Meade County, South Dakota, as shown on the plat filed in Plat Book 26 on Page 145.”*

### Budget Impact

There is no significant impact to the City budget. The land swap will not affect the City’s current use of the property.

Approved:	 Daniel Ainslie, City Manager
-----------	---

**RESOLUTION 2018 – 47**  
**A RESOLUTION TO SURPLUS AND CONVEY REAL PROPERTY TO**  
**STURGIS ECONOMIC DEVELOPMENT CORPORATION**

WHEREAS, the City of Sturgis is the owner of certain real property which is no longer necessary, useful or suitable for municipal purposes; and

WHEREAS, it is deemed advisable and in the best interest of the City of Sturgis to surplus and transfer the following described real property:

Lot 19R in Block 29 of Original Town, City of Sturgis, Meade County, South  
Dakota.

WHEREAS, SEDC (Sturgis Economic Development Corporation, a not for profit organization) has made a request to the City of Sturgis to convey said property to SEDC pursuant to SDCL 9-27-36 for expansion of the Community Economic base ; and

WHEREAS, pursuant to the above referred to statute the City has the power to convey real property to a non-profit local economic development corporation for authorized economic development purposes.

NOW THEREFORE, as set forth herein it is hereby resolved that the Mayor of the City of Sturgis, Mark Carstensen, is hereby authorized to sign the guarantee document and execute a deed to SEDC consistent with the terms of this Resolution to conveying from the City of Sturgis to the Sturgis Economic Development Corporation the real property above described and authorized to convey by deed the above described property as provided for in this resolution.

Dated this 30th day of July, 2018.

CITY OF STURGIS

\_\_\_\_\_  
Mayor Mark Carstensen

ATTEST:

\_\_\_\_\_  
Fay Bueno, Finance Officer

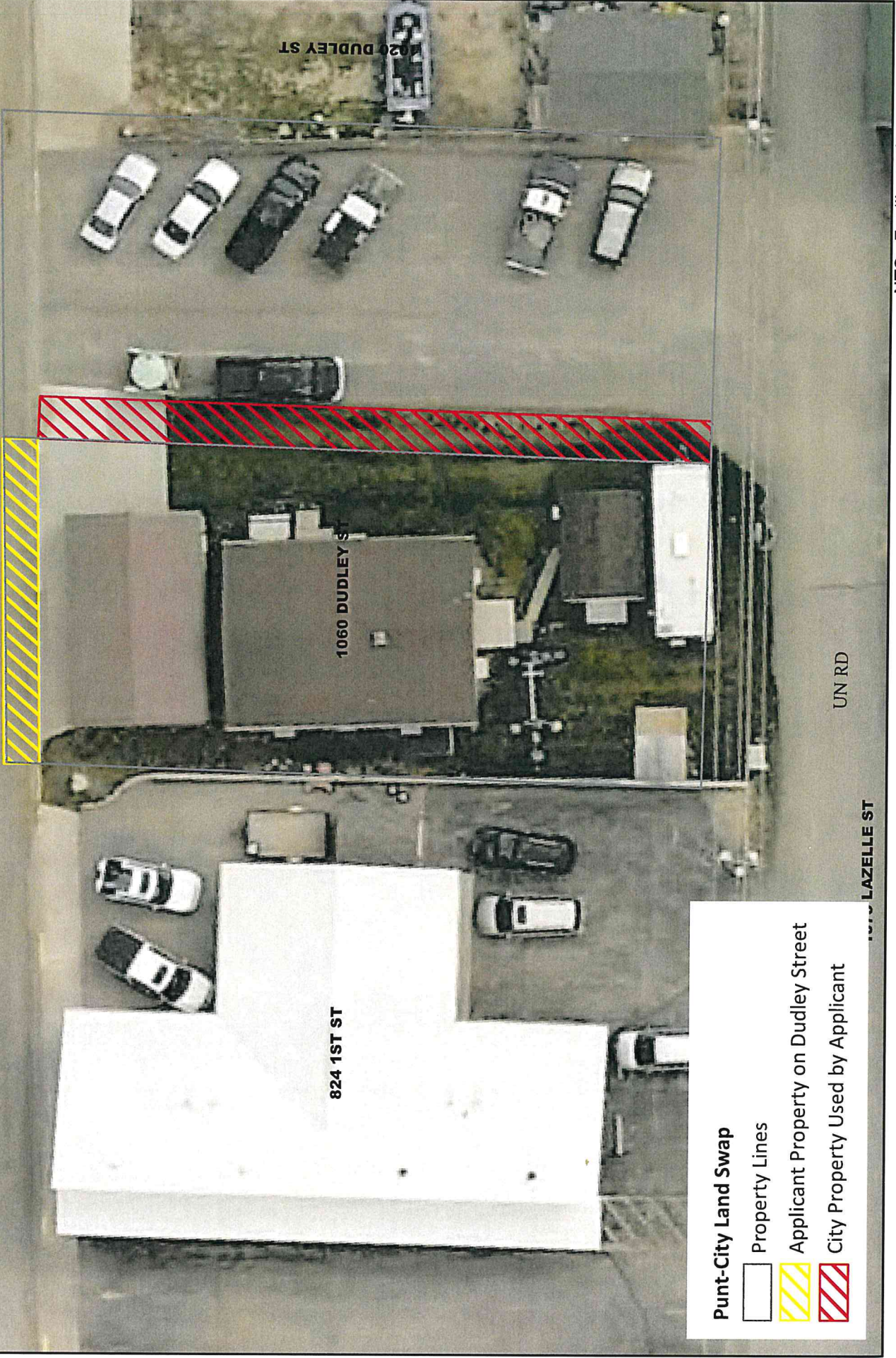
Published:

Effective:




DUDLEY ST



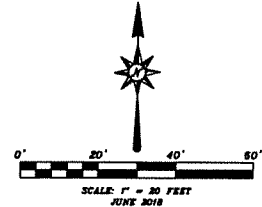
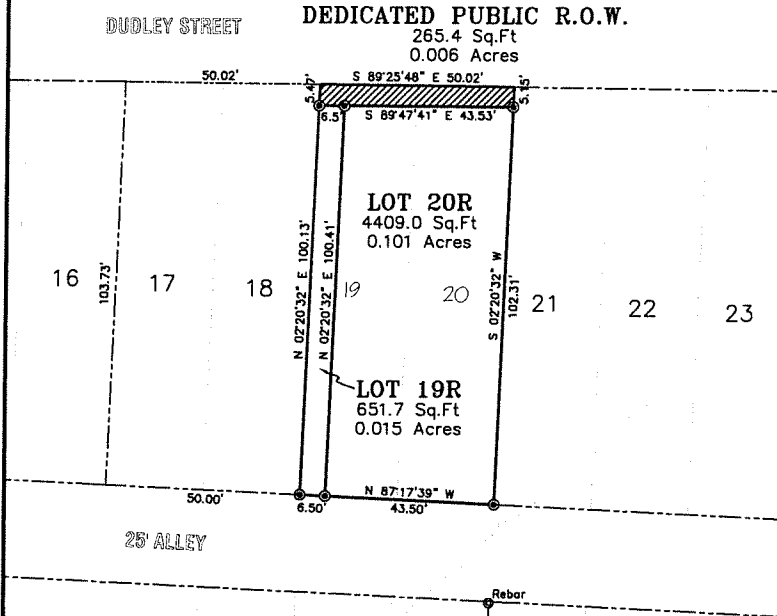
1057 DUDLEY ST



**Punt-City Land Swap**

-  Property Lines
-  Applicant Property on Dudley Street
-  City Property Used by Applicant

*Plat of  
 Lot 19R, Lot 20R, Block 29 of Original Town of Sturgis  
 and Dedicated Public Right-Of-Way for Dudley Street.  
 Formerly Lot 19 and Lot 20, Block 29 of Original Town of Sturgis.  
 All Located in the NE 1/4 of the NE 1/4 of the NE 1/4 of Section 9, Township 5 North,  
 Range 5 East, Black Hills Meridian, City of Sturgis, Meade County, South Dakota.*



- LEGEND**
- ⊙ Found or Set 5/8" Rebar with Cop Marked 'Vasknetz RLS 7719'.
  - ⊙ Found Survey Monument 'BUSH CAP RLS6899' Unless Otherwise Noted.
  - (R) Denotes Measurements Previously Recorded.
  - (M) Denotes Measurements Per this Survey.

**COUNTY TREASURER'S CERTIFICATE**

I, Treasurer of Meade County, South Dakota, do hereby certify that all taxes which are liens upon the land described hereon, as shown by the records of my office, are fully paid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 Meade County Treasurer

**STURGIS COMMON COUNCIL**

We, the undersigned, as authorized representatives of the Sturgis City Common Council, do hereby certify that at an official meeting held

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ that  
 We did Approve this Plat.

Attest: \_\_\_\_\_ Mayor: \_\_\_\_\_  
 City Auditor

**PLANNING COMMISSION**

Approved by the City of Sturgis Planning Commission, Meade County, South Dakota.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed: \_\_\_\_\_  
 Chairman

Attest: \_\_\_\_\_  
 Secretary

**CERTIFICATE OF DIRECTOR OF EQUALIZATION**

I, Director of Equalization of Meade County, South Dakota, do hereby certify that I have on record in my office a copy of the within described plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 Meade County  
 Director of Equalization

**CERTIFICATE OF HIGHWAY OR STREET AUTHORITY**

The location of the proposed access to the Highway or Street as shown hereon is hereby approved. Any change in the location of the proposed access shall require additional approval.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 Highway or Street Authority

**OFFICE OF REGISTER OF DEEDS**

\_\_\_\_\_  
 Meade County Register of Deeds

**SURVEYOR'S NOTES**

- 1) Basis of Bearings Using Geodetic North Determined from Global Positioning System (GPS).
- 2) Information of Record as Reference:  
 Plat Book 1 of Page 2 as recorded with the Meade County Register of Deeds, Sturgis, South Dakota. All Previous Plats Superseded per Recording of this Plat.
- 3) Utility & Minor Drainage Easements:  
 8' Wide on the interior side of all lot lines.
- 4) Building Restrictions:  
 Per the Latest Adopted International Building Code (IBC).
- 5) Building Setbacks:  
 Current Zoning as Highway Service: Per the City of Sturgis Title 18 Zoning Codes. 35' on Front, 30' on Rear Except 15' with No Rear Deliveries, 10' on All Side Lot Lines Except 18' Corner Lot Frontage and 25' Abutting All Residential.

**SURVEYOR'S CERTIFICATE**

I, Sharon E. Vasknetz, 1921 Lazelle Street, being a Registered Land Surveyor in the State of South Dakota, do hereby state that at the request of the Owner listed hereon, I have surveyed and platted the property shown and described hereon. I have marked upon the ground the boundaries in the manner shown, and that the plat is correct to the best of my knowledge, information and belief.

IN WITNESS WHEREOF  
 I hereunto set my hand and seal

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 Sharon E. Vasknetz  
 Registered Land Surveyor No. 7719

**OWNER'S CERTIFICATE**

We, The Sturgis City Council, do hereby certify that we are the Owners of the land shown and described hereon and that we did authorize and do join in and approve the survey and plat.  
 We further certify that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations. Dedicated right-of-way as shown hereon is dedicated to public use.

IN WITNESS WHEREOF  
 We hereunto set our hands

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 Mayor; Mark Carstensen

**ACKNOWLEDGEMENT OF OWNERS**

STATE OF SOUTH DAKOTA }  
 COUNTY OF MEADE } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, me, the undersigned officer, personally appeared Mayor, Mark Carstensen, known to me to be the persons who executed the foregoing Owner's Certificate and acknowledged to me that they executed the same for purposes therein contained.

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

\_\_\_\_\_  
 Notary Public My commission expires: \_\_\_\_\_

Prepared by: City of Sturgis  
Daniel Ainslie  
1040 Harley-Davidson Way  
Sturgis, SD 57785  
605-347-4422

**QUIT CLAIM DEED**

**CITY OF STURGIS, a South Dakota Municipality**, grantor of 1040 Harley Davidson Way, City of Sturgis, Meade County, State of South Dakota, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, grant, convey and quitclaims to, **STURGIS ECONOMIC DEVELOPMENT CORP**, the grantee of 2885 Dickson Drive, Sturgis, SD 57785, all interest in the following described real estate in the City of Sturgis, County of Meade in the State of South Dakota:

**Lot 19R in Block 29 of Original Town of Sturgis, City of Sturgis, Meade County, South Dakota, as shown on the plat filed in Plat Book 26 on Page 145**

Subject to easements, reservations, restrictions and covenants of record.

EXEMPT FROM STATE TRANSFER FEE UNDER SDCL 43-4-22(2)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF STURGIS, a South Dakota Municipality

\_\_\_\_\_

By: DANIEL AINSLIE

Its: City Manager

STATE OF SOUTH DAKOTA

COUNTY OF MEADE

On this \_\_\_\_ day of \_\_\_\_, 2018, before me, a Notary Public, personally appeared DANIEL AINSLIE, Sturgis City Manager, known to me to be the persons described in the foregoing instrument and acknowledged to me that they signed the same.

\_\_\_\_\_  
Notary Public

Commission Exp.: \_\_\_\_\_

Prepared by: City of Sturgis  
Daniel Ainslie  
1040 Harley-Davidson Way  
Sturgis, SD 57785  
605-347-4422

**QUIT CLAIM DEED**

**STURGIS ECONOMIC DEVELOPMENT CORP**, grantor of 2885 Dickson Drive, Sturgis, SD 57785, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, grant, convey and quitclaims to, **DALE PUNT**, the grantee of 1060 Dudley Street, Sturgis, SD 57785, all interest in the following described real estate in the City of Sturgis, County of Meade in the State of South Dakota:

**Lot 19R in Block 29 of Original Town of Sturgis, City of Sturgis, Meade County, South Dakota, as shown on the plat filed in Plat Book 26 on Page 145**

Subject to easements, reservations, restrictions and covenants of record.

EXEMPT FROM STATE TRANSFER FEE UNDER SDCL 43-4-22(2)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

STURGIS ECONOMIC DEVELOPMENT CORP

\_\_\_\_\_  
By: PATRICIA KURTENBACH

Its: President

\_\_\_\_\_  
By: PAUL BISSON

Its: Chairman

STATE OF SOUTH DAKOTA

COUNTY OF MEADE

On this \_\_\_\_ day of \_\_\_\_, 2018, before me, a Notary Public, personally appeared PATRICIA KURTENBACH, Sturgis Economic Development Corp President, and PAUL BISSON, Sturgis Economic Development Corp Chairman, known to me to be the persons described in the foregoing instrument and acknowledged to me that they signed the same.

\_\_\_\_\_  
Notary Public

Commission Exp.: \_\_\_\_\_

City of Riders

1040 2nd Street, Suite 103  
Sturgis, SD 57785  
www.sturgis-sd.gov



City Manager

Voice: (605) 347-4422  
Fax: (605) 347-4861  
dainslie@sturgisgov.com

## Council Report

July 30, 2018

Daniel Ainslie, City Manager

Consideration to Approve 2018-2019 Professional Services Agreement with Meade School District 46-1

---

### Background

For several years, the City has contracted with the Meade School District 46-1. The Professional Services Agreement includes provisions of security which the Sturgis Police Department will provide. In exchange, the School District will provide \$43,250 in compensation for these services.

### Discussion

The compensation provided by the School District essentially pays for the time committed by the Sturgis Police Department to the School District. This agreement provides greater security and enhances the educational environment of our community's children. The agreement also identifies the proper roles of each government and how coordination of these services shall be provided. The City has a good working relationship with the School District. The approval of the attached agreement will help ensure that this relationship continues.

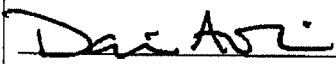
### Budget Impact

The compensation and labor costs included in the attached agreement are accounted for in the current 2018 budget and are included in the proposed 2019 budget.

### Recommendation

The staff recommends approval of the attached agreement.

---

Approved:	 Daniel Ainslie, City Manager
-----------	---

## 2018-2019 PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made this \_\_\_\_ day of August, 2018 between **MEADE SCHOOL DISTRICT 46-1 of Meade and Lawrence Counties, SD**, whose address is 1230 Douglas Street, Sturgis, S.D. 57785, hereinafter referred to as the **District**, and the **City of Sturgis** whose address is 1040 Harley-Davidson Way, Sturgis, SD 57785 hereinafter referred to as the **Consultant**.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set out herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES:

Consultant shall provide Certified Officers with the Sturgis Police Department to provide walk through, intervention and security services during portions of each school day, throughout the school year at the Sturgis Brown High School, and/or Sturgis Williams Middle School and/or the Sturgis Elementary School.

2. COMPENSATION:

As consideration, the DISTRICT shall pay to the Consultant the sum of Forty-Three Thousand Two Hundred Fifty Dollars (\$43,250) each year, with equal payments for the amount of Ten Thousand Eight Hundred Twelve Dollars and Fifty Cents (\$10,812.50) being made according to the following schedule:

October 15, 2018  
January 15, 2019  
April 15, 2019  
June 15, 2019

Consultant shall submit an Invoice to the District business office in advance of each payment.

3. DIRECTION AND COORDINATION:

The CONSULTANT shall provide all supervision, insurance and management of the Police personnel on the District's campuses. The DISTRICT may request assistance directly from an officer on campus. Should the DISTRICT have concerns with the performance of any officer, the DISTRICT shall first direct comments and concerns to the Chief of Police, and if not resolved then to the City Manager.

4. TERM:

This Agreement shall commence on September 1, 2018 and shall terminate on August 31, 2019.

5. NON-DISCRIMINATION:

Consultant and its assigned officers under this contract shall provide these services nor act or conduct its activities in any manner to discriminate with regard to race, color, sex, creed, religion, ancestry, national origin, or disability.

6. INSURANCE:

Consultant shall secure the insurance specified below. All insurance secured by the Consultant under the provisions of this section shall be issued by a recognized, reputable insurance company. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the District upon written request.

- a. Workers' compensation insurance providing the statutory limits required by South Dakota law.
- b. Professional liability insurance providing occurrence basis coverage for any claim arising from the errors, omissions, failure to render a service, or the negligent rendering of the service by Consultant in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate.
- c. Consultant will provide District with at least thirty (30) days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage.

7. **INDEPENDENT CONTRACTOR:**

The parties agree that Consultant operates an independent business and is contracting to do work according to its own methods, without being subject to the control of District, except as to the result of the work. The relationship between District and Consultant shall be that as between an independent contractor and District and not as an employer-employee relationship. The payment to Consultant is inclusive of any use, excise, income, or any other tax obligation which might be determined at a later time to be the responsibility of District arising out of this Agreement.

8. **NOTIFICATION:**

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 mailing.

**IF SENT TO THE DISTRICT:**

Superintendent  
Meade School District 46-1  
1230 Douglas Street  
Sturgis, SD 57785

**IF SENT TO THE CONSULTANT:**

City of Sturgis  
Attn: City Manager and Finance Office  
1040 Harley-Davidson Way  
Sturgis, SD 57785

Either party may change the address or addresses for notice on ten (10) days' written notice which complies with the above requirements for notice.

9. **TERMINATION:** This agreement may be terminated for Cause and, in either Party may immediately 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 any of its material obligations under this Agreement and does not cure the breach within thirty (30) calendar days after the non-breaching Party gives written notice describing the breach in reasonable detail.
  - b. A party dissolves or liquidates or otherwise discontinues substantially all of its business operations.  
District fails to pay Consultant within thirty (30) calendar days after Consultant makes written demand therefore through the invoice process, any past-due amount payable under this Agreement that is not the subject of a good-faith dispute.
  - d. Payment upon termination, in the event this Agreement is terminated for cause by District, District shall pay Consultant its remaining pro-rata fee.
  - e. In the event of termination District agrees to compensate or assume payment for any approved expenses incurred by Consultant in performing its work for the District.
  - f. In the event of termination of this Agreement, District may award an Agreement for the same services to another consultant to provide the services.
10. **JURISDICTION:** 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 with the state court located in Sturgis, South Dakota and federal courts located in Rapid City, South Dakota.
11. **CONFIDENTIAL INFORMATION:** Both parties recognize that Consultant and its assigned officers, in the course of performance of this Contract, may be exposed to confidential information and that disclosure of

such information could violate rights to private individuals and entities. Consultant agrees that it shall not disclose any confidential information it obtains, and acknowledges that the public records requirements of SDCL1-27 will determine District duties under this provision, and further agrees to take appropriate action to prevent such disclosure by its assigned officers. The confidentiality covenants contained herein will survive termination or cancellation of this Agreement.

12. VOLUNTARY AGREEMENT: The parties acknowledge that they are entering into this agreement freely and voluntarily, that they have the opportunity to be represented and advised by counsel in the negotiations resulting in this Contract, that they have given due consideration to the provisions contained herein, and that they thoroughly understand and consent to all provisions herein.
13. ENTIRE AGREEMENT: This instrument contains the entire Agreement between the parties and replaces and supersedes all prior agreements, negotiations, and representations, written and oral, relating to the subject matter hereof. No statement, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written.

Dated this \_\_\_\_\_ day of August, 2018.

CITY OF STURGIS

\_\_\_\_\_  
By: Daniel Ainslie, City Manager  
City of Sturgis

The foregoing offer is accepted this \_\_\_\_\_ day of August, 2018.

MEADE SCHOOL DISTRICT 46-1

*Charles M. Wheeler*  
\_\_\_\_\_  
By: School Board President  
Meade School District



1040 Harley-Davidson Way  
Sturgis, SD 57785  
www.sturgis-sd.gov

Ph: (605) 347-4422 ext. 212  
Fax: (605) 347-4861  
labernathy@sturgisgov.com

## Planning Commission Council Report

July 30, 2018  
Laura Abernathy, Planning Coordinator  
Plat – Amy Richards, 2634 Moose Drive

### Overview

The applicant has submitted a plat application of Lot 23 in Vista Estates Subdivision. The plat will consolidate Lots 19R, 20R, 21A, and 21B into one lot for the purpose of building a single-family residence on the property. The lots are currently zoned as Medium-Density Residential Housing. A portion of the property is located in the 100-year floodplain, or zone AE, and regulatory floodway. Any construction within the special flood hazard area is required to meet FEMA building requirements. Aside from the floodway, a designated no-build debris basin by the U.S. Army Corps of Engineers is present on the property near the creek bed.


### Recommendations

The Planning Commission reviewed the plat and preliminary site plan at the July 17 special meeting. The Commission reviewed a preliminary site plan has been submitted that shows the location of the proposed one-story home in relation to the existing floodplain and debris basin. It was noted that the master bike plan includes a bike path to be added along the creek bed on the southeast portion of the property. An 8-10 foot easement will need to be established on the property when the bike plan has been designed and finalized. The Planning Commission voted to recommend approval of the plat, under the condition that the City of Sturgis and the applicant will agree to have an easement recorded in the future. Since the meeting, the applicant has been contacted and accepts the request to establish an easement.

Prior to construction, City staff will require that the applicant obtain a floodplain development permit as the site plan indicates a portion of the home will be within the 100-year floodplain. An elevation certificate is also required. If applicable, there shall be no positive connection of any decks or patios to the residential structure. To comply with FEMA regulations, no construction of any type shall take place in the floodway. The no-build debris basin should also not be disturbed. The applicant has been working with Baseline Surveying and is aware of the floodplain restrictions on the property.

### Budget Impact

When the property is developed, the City will see a positive impact by means of additional property taxes and municipal utility revenue.

Approved:	 Daniel Ainslie, City Manager
-----------	---

Prepared by: City of Sturgis  
1040 Harley Davidson Way  
Sturgis SD 57785  
605.347.4422

**RESOLUTION 2018-51  
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 Amy Lee Richards:

Plat of  
Lot 23 of Vista Estates Subdivision.  
Formerly Lot 19R, Lot 20R, Lot 21B and Lot 21A of Vista Estates Subdivision.  
All Located in the SW ¼ of the NE ¼ and the NW ¼ of the SE ¼ of Section 16  
Township 5 North, Range 5 East, Black Hills Meridian,  
City of Sturgis, Meade County, South Dakota.

**WHEREAS**, said plat meets the requirements of the statutes.

**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.

**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 30th day of July, 2018.

CITY OF STURGIS

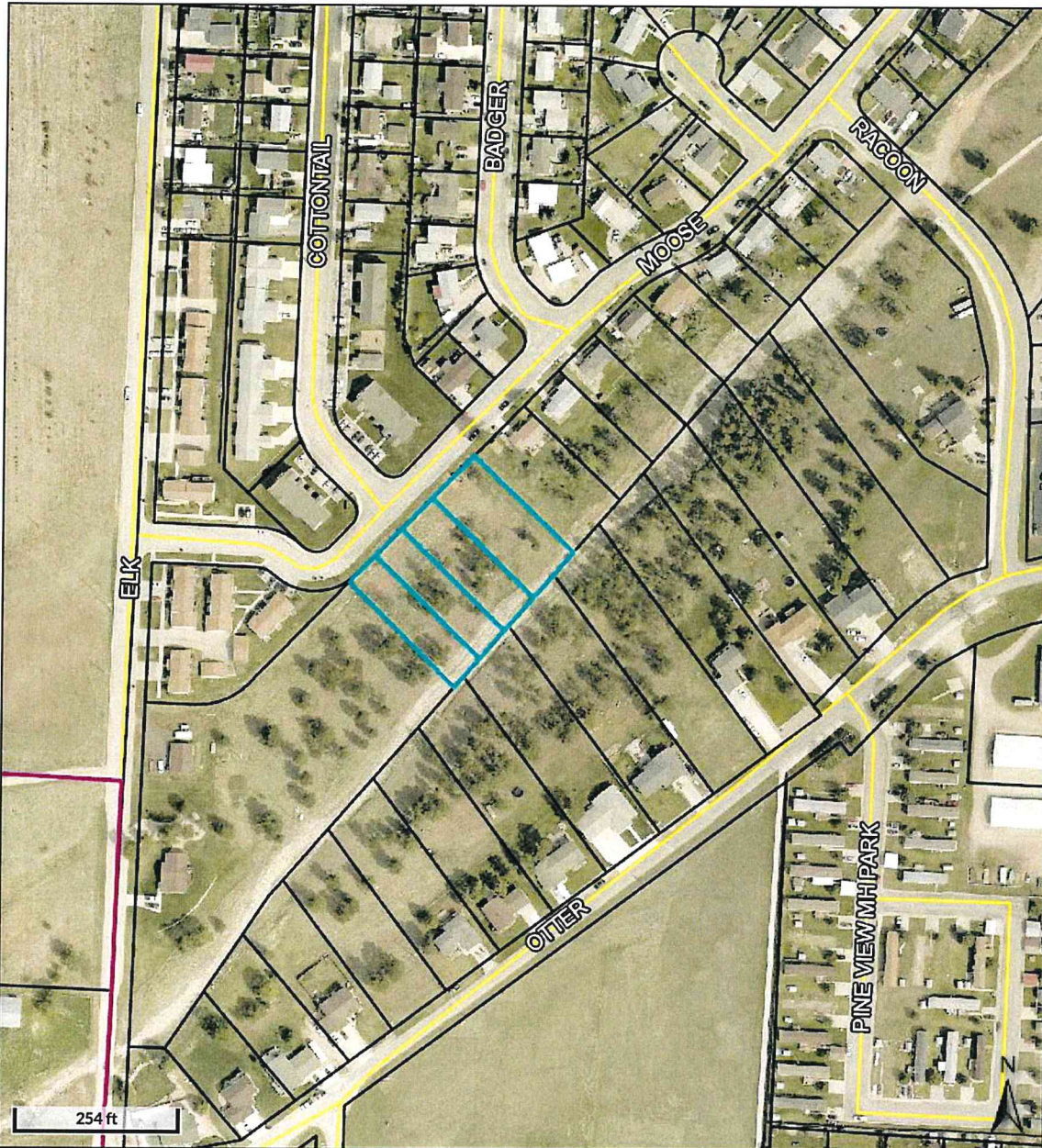
BY: \_\_\_\_\_  
Mark Carstensen-Mayor

ATTEST:

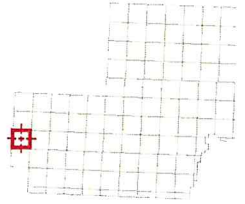
\_\_\_\_\_  
Fay Bueno, Finance Officer

Published:  
Effective:





Overview



Legend

-  Parcels
-  Roads
-  Box Elder City Limits
-  Buffalo Chip City Limits
-  Faith City Limits
-  Piedmont City Limits
-  Sturgis City Limits
-  Summerset City Limits

Date created: 7/23/2018  
Last Data Uploaded: 7/20/2018 10:42:47 PM

Developed by  **Schneider**  
GEOSPATIAL

**COUNTY TREASURER'S CERTIFICATE**

I, Treasurer of Meade County, South Dakota, do hereby certify that all taxes which are liens upon the land described herein, as shown by the records of my office, are fully paid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.

Meade County Treasurer \_\_\_\_\_

**STURGIS COMMON COUNCIL**

We, the undersigned, as authorized representatives of the Sturgis City Common Council, do hereby certify that at an official meeting held

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that

We did Approve this Plat.

Attest: \_\_\_\_\_ Mayor

**PLANNING COMMISSION**

Approved by the City of Sturgis Planning Commission, Meade County, South Dakota.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: Chairman \_\_\_\_\_

Attest: Secretary \_\_\_\_\_

**CERTIFICATE OF HIGHWAY OR STREET AUTHORITY**

The location of the proposed access to the Highway or Street as shown herein is hereby approved by the Highway or Street Authority. Proposed access shall require additional approval.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Highway or Street Authority \_\_\_\_\_

**CERTIFICATE OF DIRECTOR OF EQUALIZATION**

I, Director of Equalization of Meade County, South Dakota, do hereby certify that I have on record in my office a copy of the within described plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Meade County Director of Equalization \_\_\_\_\_

**SURVEYOR'S NOTES**

- 1) Recorded Information: Plat Book 25 at Page 103, as recorded with the Meade County Register of Deeds, Sturgis, South Dakota. All Previous Plats Located per Recording of this Plat.
- 2) Utility & Minor Drainage Easements:
  - a) Note on the interior side of all lot lines.
- 3) Building Restrictions:
  - a) Per the Latest Adopted International Building Code (IBC).
- 4) Building Setbacks:
  - a) Per City of Sturgis Title 19, Zoning Codes. 10' on Front, 10' Rear and 5' on All Side Lot Lines.

**SURVEYOR'S CERTIFICATE**

I, Sharon E. Vasenetz, 1921 Lazelle Street, being a Registered Land Surveyor in the State of South Dakota, do hereby state that at the request of the Owner listed herein, I have surveyed and plotted the ground shown and described herein. I have marked upon the ground the lines and corners shown on this plat. This plat is correct to the best of my knowledge, information and belief.

IN WITNESS WHEREOF I hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Sharon E. Vasenetz Registered Land Surveyor No. 7719

**OWNER'S CERTIFICATE**

I, Amy Lee Richards, do hereby certify that I am the Owner of the land shown and described herein and that I did authorize and do hereby certify that the survey and plat shown on this plat conform to all applicable zoning, subdivision and erosion and sediment control regulations. Dedicated right-of-way as shown herein is dedicated to public use.

IN WITNESS WHEREOF We hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Amy Lee Richards, Owner

**ACKNOWLEDGEMENT OF OWNERS**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ SS

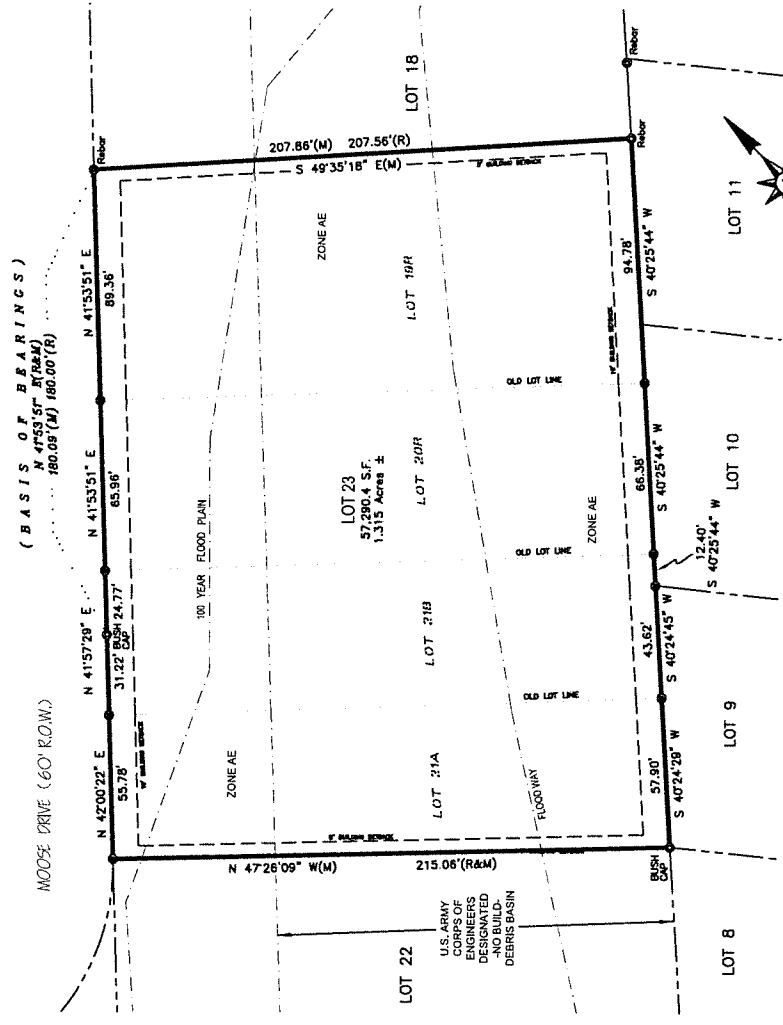
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared Amy Lee Richards, who acknowledged to me that she executed the within Certificate and acknowledged to me that she executed the same for the purposes therein contained.

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

Notary Public \_\_\_\_\_ My commission expires: \_\_\_\_\_

OFFICE OF REGISTER OF DEEDS

**Plat of Lot 23 of Vista Estates Subdivision.**  
 Formerly Lot 19R, Lot 20R, Lot 21B and Lot 21A of Vista Estates Subdivision.  
 All Located in the SW 1/4 of the NE 1/4 and the NW 1/4 of the SE 1/4 of Section 16  
 Township 5 North, Range 5 East, Black Hills Meridian,  
 City of Sturgis, Meade County, South Dakota.



- LEGEND**
- (R) Denotes Measurements Previously Recorded.
  - (M) Denotes Measurements Per this Survey.
  - (S) Found or Set 5/8" Rebar with Cap Marked "Vasenetz RLS 7719".
  - (C) Found Rebar Survey Monument. Unless Otherwise Noted.



1040 Harley-Davidson Way  
Sturgis, SD 57785  
www.sturgis-sd.gov

Ph: (605) 347-4422 ext. 212  
Fax: (605) 347-4861  
labernathy@sturgisgov.com

## Planning Commission Council Report

July 30, 2018  
Laura Abernathy, Planning Coordinator  
Plat – Robin Zebroski, 1611 Ballpark Road

### Overview

The applicant has submitted a plat application of Lot 8C2-A and 8C2-B in Rodebank's 2<sup>nd</sup> Addition. The property is currently described as Lot 8C2 in Rodebank's 2<sup>nd</sup> Addition. The property is currently zoned as Medium-Density Residential housing. Lot 8C2-A, which will contain the existing house and garage, will be 28,355.2 sq. ft with a 233.22 foot frontage to Ballpark Road. Lot 8C2-B will be approximately 13,390.2 sq. ft with a 180.57 foot frontage to Ballpark Road. This portion of the property is currently undeveloped.

### Recommendations

The Planning Commission reviewed the plat at the July 17 special meeting, and voted to recommend approval of the plat. The proposed lots will meet the size and frontage requirements for its zoning district. Proposed Lot 8C2-B is a suitable lot for potential development of a single-family residence.

### Budget Impact

There is no immediate impact on the City budget. If Lot 8C2-B were to be developed for residential use, the property value would increase. New construction would be subject to water tap and building permit fees collected by the City.

Approved:

Daniel Ainslie, City Manager

Prepared by: City of Sturgis  
1040 Harley Davidson Way  
Sturgis SD 57785  
605.347.4422

**RESOLUTION 2018-50  
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 Robin L. Zebroski:

Plat of  
Lot 8C2-A and Lot 8C2-B of Rodebank's 2<sup>nd</sup> Addition to the City of Sturgis.  
Formerly Lot 8C2 of Rodebank's Second Addition to the City of Sturgis.  
All Located in the SW ¼ of the NE ¼ and the NW ¼ of the SE ¼ of Section 9,  
Township 5 North, Range 5 East, Black Hills Meridian, City of Sturgis, Meade County, South Dakota.

**WHEREAS**, said plat meets the requirements of the statutes.

**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.

**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 30th day of July, 2018.

CITY OF STURGIS

BY: \_\_\_\_\_  
Mark Carstensen-Mayor

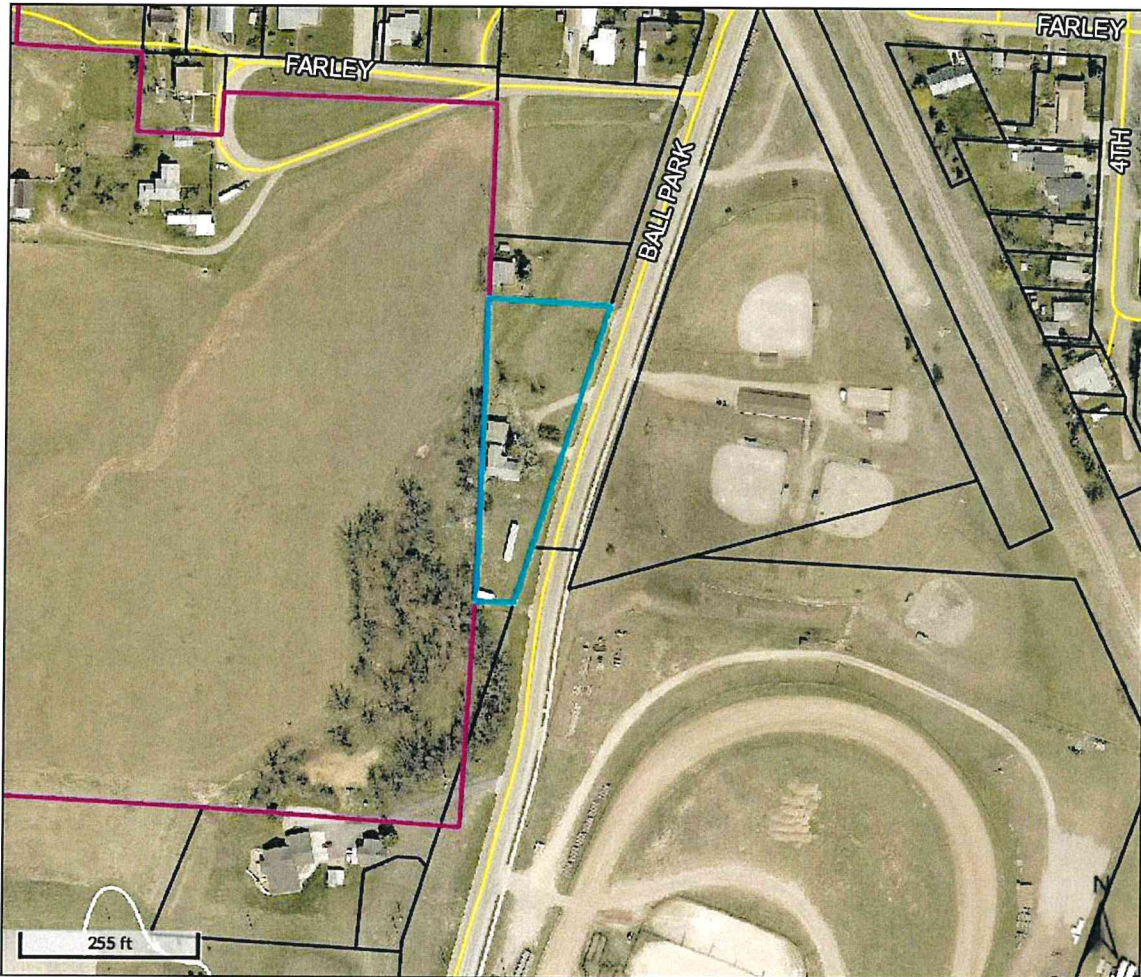
ATTEST:

\_\_\_\_\_  
Fay Bueno, Finance Officer

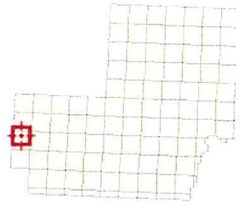
Published:

Effective:





Overview



Legend

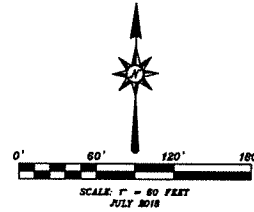
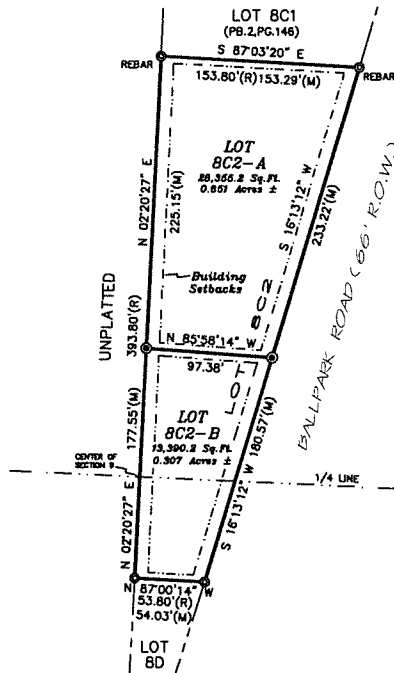
-  Parcels
-  Roads
-  Box Elder City Limi
-  Buffalo Chip City Limits
-  Faith City Limits
-  Piedmont City Limi
-  Sturgis City Limits
-  Summerset City Limits

<b>Parcel ID</b>	01.77.00.085	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	ZEBROSKI,ROBIN L
<b>Sec/Twp/Rng</b>	--	<b>Class</b>	NAD		1651 BALL PARK RD
<b>Property Address</b>	1611 BALLPARK RD	<b>Acreeage</b>	n/a		STURGIS SD 57785
<b>District</b>	CS461				
<b>Brief Tax Description</b>	LOT 8C2, 9-5-5, (FILED IN RODEBANKS 2ND FOLDER)				
	(Note: Not to be used on legal documents)				

Date created: 7/11/2018  
 Last Data Uploaded: 7/10/2018 10:26:12 PM

Developed by  Schneider  
 GEOSPATIAL

**Plat of**  
**Lot 8C2-A and Lot 8C2-B of Rodebank's 2nd Addition to the City of Sturgis.**  
 Formerly Lot 8C2 of Rodebank's Second Addition to the City of Sturgis.  
 All Located in the SW 1/4 of the NE 1/4 and the NW 1/4 of the SE 1/4 of Section 9,  
 Township 5 North, Range 5 East, Black Hills Meridian, City of Sturgis, Meade County, South Dakota.



- LEGEND**
- ⊙ Found or Set 5/8" Rebar with Cap Marked "Vasknetz RLS 7719"
  - Found Survey Monument "HALE CAP RLS 3215" Unless Otherwise Noted.
  - (R) Denotes Measurements Previously Recorded.
  - (M) Denotes Measurements Per this Survey.

**SURVEYOR'S NOTES**

- 1) Basis of Bearings Using Geodetic North Determined from Global Positioning System (GPS).
- 2) Information of Record as Reference:  
 Plat Book 2 of Page 148 and Plat Book 2 of Page 160 as recorded with the Meade County Register of Deeds, Sturgis, South Dakota.  
 All Previous Plots Superceded per Recording of this Plat.
- 3) Utility & Minor Drainage Easements:  
 6' Wide on the interior side of all lot lines.
- 4) Building Restrictions:  
 Per the Latest Adopted International Building Code (IBC).
- 5) Building Setbacks:  
 Per the City of Sturgis Title 18 Zoning Codes. 10' on Front, 10' on Rear and 5' on All Side Lot Lines.

**SURVEYOR'S CERTIFICATE**

I, Sharon E. Vasknetz, 1921 Lazelle Street, being a Registered Land Surveyor in the State of South Dakota, do hereby state that at the request of the Owner listed hereon, I have surveyed and plotted the property shown and described hereon. I have marked upon the ground the boundaries in the manner shown, and that the plat is correct to the best of my knowledge, information and belief.

IN WITNESS WHEREOF  
 I hereunto set my hand and seal

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Sharon E. Vasknetz  
 Registered Land Surveyor No. 7719

**OWNER'S CERTIFICATE**

I, Robin L. Zebroski, do hereby certify that I am the Owner of the land shown and described hereon and that I did authorize and do join in and approve the survey and plat. I further certify that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations. Dedicated right-of-way as shown hereon is dedicated to public use.

IN WITNESS WHEREOF  
 We hereunto set our hands

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Robin L. Zebroski, Owner

**ACKNOWLEDGEMENT OF OWNERS**

STATE OF SOUTH DAKOTA }  
 COUNTY OF MEADE } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared Robin L. Zebroski, known to me to be the person who executed the foregoing Owner's Certificate and acknowledged to me that she executed the same for purposes therein contained.

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

Notary Public \_\_\_\_\_ My commission expires: \_\_\_\_\_

**COUNTY TREASURER'S CERTIFICATE**

I, Treasurer of Meade County, South Dakota, do hereby certify that all taxes which are liens upon the land described hereon, as shown by the records of my office, are fully paid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Meade County Treasurer

**STURGIS COMMON COUNCIL**

We, the undersigned, as authorized representatives of the Sturgis City Common Council, do hereby certify that at an official meeting held

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that  
 We did Approve this Plat.

Attest: \_\_\_\_\_ Mayor:  
 City Auditor

**PLANNING COMMISSION**

Approved by the City of Sturgis Planning Commission,  
 Meade County, South Dakota.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_  
 Chairman

Attest: \_\_\_\_\_  
 Secretary

**CERTIFICATE OF DIRECTOR OF EQUALIZATION**

I, Director of Equalization of Meade County, South Dakota, do hereby certify that I have on record in my office a copy of the within described plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Meade County  
 Director of Equalization

**CERTIFICATE OF HIGHWAY OR STREET AUTHORITY**

The location of the proposed access to the Highway or Street as shown hereon is hereby approved. Any change in the location of the proposed access shall require additional approval.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Highway or Street Authority

**OFFICE OF REGISTER OF DEEDS**

Meade County Register of Deeds