



City Council Meeting AGENDA

DATE: Monday, July 20, 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

5 - 11 6.1. June 2026 Sales Tax Report [Agenda Item Report - Pdf](#)

7. MAYOR'S REPORT

12 7.1. Payroll - Matthew Stroot (Paramedic Part-time) (Ambulance) - \$25 on Orientation (\$28.35 off Orientation)

Maxwell Hanna (Paramedic Part-time) (Ambulance) - \$25 on Orientation (\$28.35 off Orientation)

[Payroll Report - Pdf](#)

- 13 7.2. Payroll - Public Works Seasonal Staff (Parks)- Tori Williams- Temporary Rally Increase \$18.00 per hour
Payroll- Public Works Seasonal Staff (Parks) - Kenadie Broderick- Temporary Rally Increase- \$17.50 per hour

[Payroll Report - Pdf](#)

- 14 7.3. Payroll - Debbie Luger - Liquor Stocker (Rally) (Liquor) - \$16.00 (non-exempt)

[Payroll Form - Pdf](#)

- 15 7.4. Payroll - Abigail Hofer- Rally Temp Hire (Paramedic Part-time) (Ambulance) - \$25.00;
Derric Culey- Rally Temp Hire (Paramedic Part-time) (Ambulance) - \$25.00;
Kirsten Kieper- Rally Temp Hire (Paramedic Part-time) (Ambulance) - \$25.00;
Lisa Pederson- Rally Temp Hire (EMT-Basic, Part-time) (Ambulance) - \$20.00;
Thomas Sams- Rally Temp Hire (EMT-Basic, Part-time) (Ambulance) - \$20.00

[Payroll Report - Pdf](#)

- 16 7.5. Payroll -Laurie Neisen-Hansen - (Finance) Rally Temp Help - \$14.50 (non-exempt)
Payroll - Steve Anders - (Finance) Rally Temp Help - \$14.50 (non-exempt)

[Payroll Change Form - Pdf](#)

- 17 7.6. Payroll - Kevin Christenson - Security (Rally) (Liquor) - \$18.00 (non-exempt);
Payroll- Landry Wilson- Liquor Store Stocker (Rally) (Liquor) - \$13.00 (non-exempt)

[Payroll Form - Pdf](#)

8. CONSIDER CONSENT AGENDA

- 18 - 31 8.1. Consideration to approve the minutes from the July 6, 2026 City Council meeting.

[City Council - Jul 06 2026 - Minutes - Pdf](#)

- 32 - 36 8.2. Consideration to approve a SEL for the Knuckle Saloon for 2026 Sturgis Motorcycle Rally from 08/07/26-08/15/26 in the Lynn's Dakotamart parking lot

[Agenda Item Report - Pdf](#)

- 37 - 42 8.3. Consideration to approve a SEL for the Knuckle Saloon for serving while events and promotions are held at the Harley-Davison Rally Point during the 86th annual Sturgis Motorcycle Rally August 7th - 15th.

[Agenda Item Report - Pdf](#)

9. APPROVAL OF THE CLAIMS

- 43 - 79 9.1. [Council Bills 07202026](#)
[Mastercard July 2026](#)

10. REPORTS

- 80 - 89 10.1. Consideration to approve 2026–2027 School Resource Officer (SRO) Agreement with Meade School District 46-1 (Renewal)
[Agenda Item Report - Pdf](#)
- 90 - 106 10.2. Consideration to Award the Avalanche Road Paving Project
[Agenda Item Report - Pdf](#)
- 107 - 153 10.3. Consideration to Approve Resolution 2026-36 Adopting the City of Sturgis Safe Streets and Roads for All (SS4A) Safety Action Plan.
[Agenda Item Report - Pdf](#)
- 154 - 157 10.4. Consideration to approve Resolution 2026-32, a Resolution of Intent to Lease Municipal Property to Vertical Bridge REIT, LLC d/b/a The Towers, LLC
[Agenda Item Report - Pdf](#)
- 158 - 164 10.5. Consideration to approve Armory Leases vending space during the 2026 Sturgis Motorcycle Rally
[Agenda Item Report - Pdf](#)
- 165 - 172 10.6. Consideration to approve a temporary road closure for the SBHS Homecoming Parade on September 25, 2026.
[Agenda Item Report - Pdf](#)
- 173 - 175 10.7. Consideration to approve a request for a Consumption Permit for Bandit's Emp/Keith Ball for August 9, 2026 at 1008 Main St.
[Agenda Item Report - Pdf](#)
- 176 - 194 10.8. Consideration to approve the 2026 L. Jeffery Catering Agreement.
[Agenda Item Report - Pdf](#)
- 195 - 200 10.9. Consideration to approve the 2026 Mayor's Ride Partnership and In-Kind Sponsorship Agreement with the Sturgis Motorcycle Museum and

Hall of Fame, Inc.

[Agenda Item Report - Pdf](#)

- 201 - 203 10.10. Consideration to approve the 2026 Black Hills Rally & Gold, Inc. Retail Licensing Amendment.

[Agenda Item Report - Pdf](#)

- 204 - 232 10.11. Consideration to approve the 2026 PatchStop Deadwood LLC, d/b/a Sturgis Photo & Gifts, Retail Licensing Agreement.

[Agenda Item Report - Pdf](#)

11. EXECUTIVE SESSION

- 11.1. 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:

12. RESUME OPEN MEETING

- 12.1. Return to Open Session

13. REPORTS

- 233 - 261 13.1. Consideration to approve the Brown, Koro and Romag, LLP, d/b/a Russ Brown Motorcycle Attorneys, Sponsorship Agreement.

[Agenda Item Report - Pdf](#)

- 262 - 289 13.2. Consideration to approve the Rockford Corporation, d/b/a Rockford Fosgate, Sponsorship Agreement.

[Agenda Item Report - Pdf](#)

14. ADJOURN

15. ADA ACCOMMODATION

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

City Council STAFF REPORT



Meeting Date: City Council - Jul 20 2026
Agenda Item: June 2026 Sales Tax Report
Prepared By: Aaron Jordan, City Administrator

BACKGROUND INFORMATION:

Title 20 of the Sturgis City Ordinances authorizes the City to collect a 2% municipal sales tax and a 1% Municipal Gross Receipts Tax (MGRT/BBB) on qualifying sales. Revenue generated from the 2% sales tax is allocated 50% to the General Fund, 45% to the Capital Improvement Fund, and 5% to the Equipment Replacement Fund to support municipal operations, infrastructure improvements, and equipment replacement. The 1% MGRT is restricted by ordinance and state law for the promotion, operation, maintenance, and improvement of community facilities and tourism-related activities. Monthly sales tax reports are provided to the City Council to monitor revenue performance, evaluate budget trends, and assess the City's overall financial condition.

DISCUSSION:

June 2026 sales tax collections continued the City's positive revenue trend.

The General Fund (1%) sales tax increased **2.65%** over June 2025. Through the first six months of 2026, General Fund sales tax collections total **\$1,011,724**, representing a **3.73% increase** over the same period in 2025 and **1.11% above** the same period in 2024. These results indicate continued steady economic activity and place year-to-date collections ahead of budget expectations.

Municipal Gross Receipts Tax (MGRT/BBB) collections also remained positive. June receipts were **2.55% higher** than June 2025, while year-to-date collections of **\$156,692** are **4.45% above** 2025 levels. Although MGRT revenues remain **9.60% below** the exceptionally strong collections experienced during the same period in 2024, current receipts continue to exceed 2025 performance and reflect stable tourism and hospitality-related activity entering the Rally season.

A comparison of City sales tax collections to U.S. inflation from 2020 through 2025 demonstrates that both General Sales Tax and Special Sales Tax experienced cumulative growth that exceeded inflation over the six-year period, resulting in an overall increase in real purchasing power despite varying annual performance. General Sales Tax increased approximately **28.5%**, compared to cumulative inflation of approximately **24.9%**, producing an estimated **2.8% real gain** over the period. Special Sales Tax increased approximately **45.9%**, significantly outpacing inflation and producing an estimated **21% real gain**. While neither revenue source outpaced inflation in every individual year—and 2025 reflected more modest performance relative to inflation—the long-term trend indicates that both revenue streams have maintained or improved purchasing power, with Special Sales Tax demonstrating particularly strong growth driven by tourism and Rally-related economic activity. These trends reflect the City's continued revenue stability and its ability to support municipal services and capital investments over time.

ATTACHMENTS:

[June 2026 Sales Tax Report](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Jul 14 2026



OFFICE OF THE CITY ADMINISTRATOR
1040 HARLEY-DAVIDSON WAY
STURGIS, SD 57785
605.347.4422 | STURGIS-SD.GOV

June 2026 Sales Tax Update

Title 20 of the Sturgis City Ordinance authorizes the City to collect a 2% sales tax on most items and services purchased in the City of Sturgis. The City deposits these taxes into the following funds

- 50% into the General Fund
- 45% into the Capital Improvement Fund
- 5% into the Equipment Replacement Fund

The General Fund provides the revenue needed to support Police, Fire, Library, Parks, Recreation and other needs.

The Capital Improvement Fund provides the funding for various scheduled infrastructure upgrades including road reconstruction, road overlays, park enhancements, community center upgrades, etc.

The Equipment Replacement Fund provides the funding for most of the City's fleet replacement (road graders, trucks, plows, etc.).

Title 20.03 authorizes the City to collect special bed, board, booze and ticket sales tax of 1% upon the gross receipts from the sale of leases or rentals of hotel, motel, campsites or other lodging accommodations within the municipality for the period of less than twenty-eight (28) consecutive days, the sale of alcoholic beverages as defined in SDCL 35-1-1, establishments where the public eat, dine or purchase and carry out prepared food for immediate consumption, and ticket sales or admissions to places of amusement, athletic and cultural events.

Revenue from this tax June be used only for the purpose of land acquisition, architectural fees, construction cost, payments for the civic center, auditoriums or athletic facility buildings, including maintenance, staffing and operations of such facilities, and the promotion and advertising of the municipality, its facilities, attractions and activities.

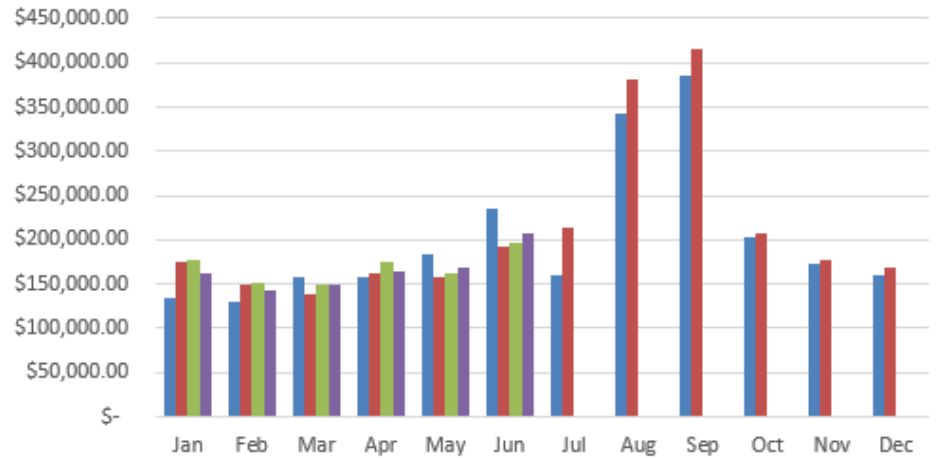
June 2026 Sales Tax Update

General Fund - Sales Tax (1%)

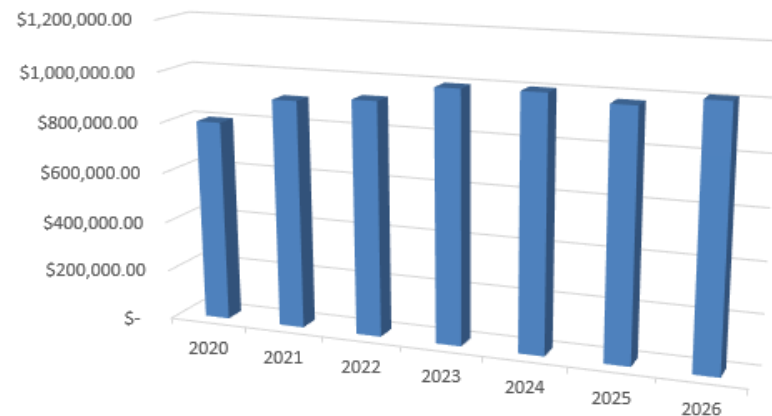
Sales in June 2026 are **2.65% higher** than June of 2025. Year-to-date sales for the first six months of 2026 are **3.73% higher** than in the same period in 2025 and **1.11% higher** than the same period in 2024.

		2024	2025	2026	Average
Jan	\$	135,388.26	\$ 175,607	\$ 176,391	\$ 162,462.00
Feb	\$	130,130.44	\$ 149,440	\$ 151,166	\$ 143,578.91
Mar	\$	157,355.56	\$ 138,352	\$ 150,117	\$ 148,608.18
Apr	\$	156,949.65	\$ 162,760	\$ 174,811	\$ 164,840.14
May	\$	184,487.59	\$ 157,429	\$ 162,401	\$ 168,106.08
Jun	\$	236,265.19	\$ 191,762	\$ 196,838	\$ 208,288.19
Jul	\$	159,596.65	\$ 213,673		
Aug	\$	343,349.79	\$ 380,455		
Sep	\$	386,268.19	\$ 414,649		
Oct	\$	203,699.14	\$ 206,606		
Nov	\$	173,156.70	\$ 176,827		
Dec	\$	159,152.93	\$ 168,895		
YTD	\$	1,000,577	\$ 975,350	\$ 1,011,724	\$ 995,884
GF TOTAL	\$	2,425,800	\$ 2,536,455	\$ 1,011,724	\$ 995,884

General Sales Tax: Three Year By Month Comparison



Jan-Jun 2026: General Sales Tax Comparison



	2020	2021	2022	2023	2024	2025	2026
■ Total	\$800,251.57	\$906,846.44	\$927,805.03	\$994,903.80	\$1,000,576	\$975,349.66	\$1,011,724

LEGEND

BOLD Highest Month
HIGHLIGHT Above 3-Year Average

Municipal Gross Receipt Tax (MGRT) / (BBB) - Sales Tax (1%)

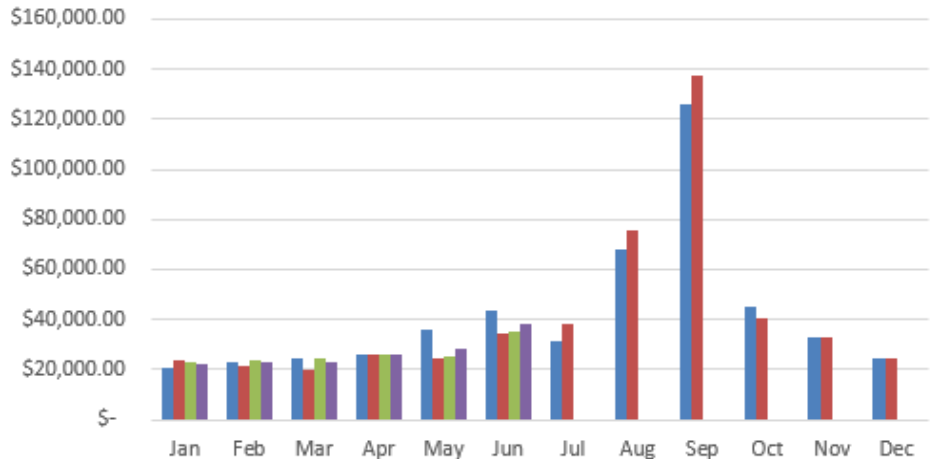
For June 2026, these related sales are **2.55% Higher** than June of 2025. Year-to-date sales for the first six months of 2026 are **4.45% higher** than the same period in 2025 and **9.60% Lower** than the same period in 2024.

	2024	2025	2026	Average
Jan	\$ 20,377.62	\$ 23,635.52	\$ 22,826.47	\$ 22,279.87
Feb	\$ 22,770.52	\$ 21,786.92	\$ 23,368.50	\$ 22,641.98
Mar	\$ 24,559.78	\$ 19,793.04	\$ 24,339.56	\$ 22,897.46
Apr	\$ 26,133.29	\$ 25,882.52	\$ 25,750.51	\$ 25,922.11
May	\$ 36,043.30	\$ 24,283.20	\$ 24,893.26	\$ 28,406.59
Jun	\$ 43,450.57	\$ 34,631.82	\$ 35,513.97	\$ 37,865.45
Jul	\$ 31,523.52	\$ 38,071.80		
Aug	\$ 68,064.46	\$ 75,615.87		
Sep	\$ 125,737.49	\$ 137,812.04		
Oct	\$ 45,443.44	\$ 40,749.08		
Nov	\$ 32,926.90	\$ 32,513.08		
Dec	\$ 24,500.27	\$ 24,147.67		
YTD	\$ 173,335	\$ 150,013	\$ 156,692	\$ 160,013
BBB TOTAL	\$ 501,531	\$ 498,923	\$ 156,692	\$ 160,013

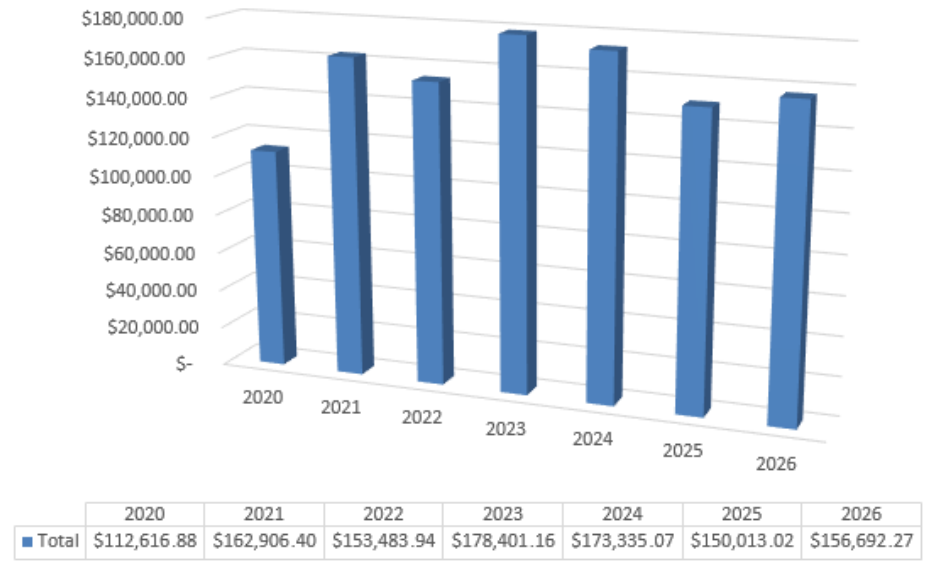
LEGEND

- BOLD**
- Highest Month
- HIGHLIGHT**
- Above 3-Year Average

Special Sales Tax: Three Year By Month Comparison



Jan-Jun 2026: Special Sales Tax Comparison



SALES TAX (1% GENERAL) VS. INFLATION | 2020-2025

Performance Analysis & Purchasing Power Assessment



29% REVENUE
GROWTH

Sales Tax increased from
\$1,974,100 in 2020 to
\$2,536,455 in 2025



25% CUMULATIVE
INFLATION

Total CPI inflation increased
approximately 24.9%



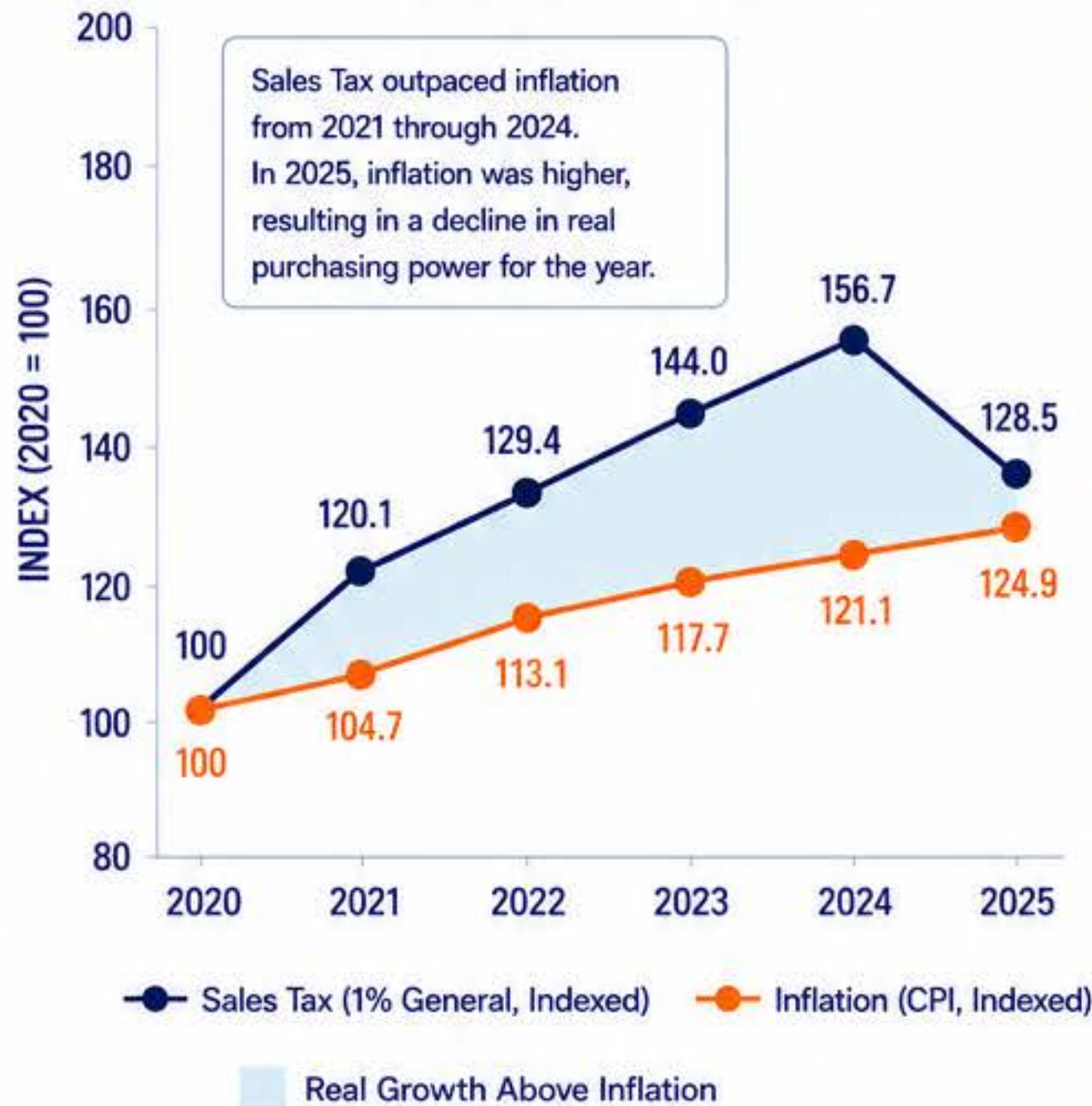
+2.8% REAL GAIN IN
PURCHASING
POWER
OVER THE PERIOD

Cumulative Sales Tax growth has exceeded
cumulative inflation by 2.8% from 2020–2025

2025 UPDATE: Sales Tax did not outpace inflation in 2025, resulting in a 3% decline in purchasing power for that year.

SALES TAX (1% GENERAL) VS. INFLATION

2020–2025 (Indexed to 2020 = 100)



YEAR-BY-YEAR SUMMARY

YEAR	SALES TAX COLLECTIONS	ANNUAL CHANGE	CPI INFLATION	REAL GROWTH ABOVE INFLATION
2020	\$1,974,100	—	1.2%	—
2021	\$2,229,010	+12.9%	4.7%	+8.2%
2022	\$2,295,700	+3.0%	8.0%	-5.0%
2023	\$2,416,115	+5.2%	4.1%	+1.1%
2024	\$2,425,800	+0.4%	2.9%	-2.5%
2025	\$2,536,455	+4.6%	2.6%	+2.0%

OVERALL 2020–2025

Sales Tax Growth	+28.5%
Cumulative Inflation	+24.9%
REAL GAIN IN PURCHASING POWER OVER THE PERIOD (2020–2025)	+2.8%
2025 REAL CHANGE ONLY (Purchasing Power)	-3.0%

CONSISTENT SEASONAL PATTERN

Average Monthly Contribution as a % of Annual Total (2020–2025)



July through September generate the largest share of annual collections, with August consistently delivering the highest revenue due to Rally activity.

KEY TAKEAWAYS



Sales Tax outpaced inflation from 2021 through 2024, resulting in positive real growth in those years.



In 2025, Sales Tax declined compared to inflation, resulting in an estimated 3% decline in purchasing power for the year.



Despite the 2025 decline, cumulative Sales Tax growth since 2020 (+28.5%) has exceeded cumulative inflation (+24.9%), producing a real gain in purchasing power of +2.8% over the period.



The consistent seasonal pattern highlights the strength and stability of the City's tourism-driven economy.

ASSESSMENT: SALES TAX (1% GENERAL) VS. INFLATION (2020–2025)



REVENUE GENERALLY OUTPAVED INFLATION OVER THE PERIOD

Sales Tax outpaced inflation from 2021 through 2024. In 2025, inflation was higher, resulting in a modest decline in real purchasing power for the year.



Strong Long-Term Performance

Over the past six years, the City has achieved a real gain in purchasing power of +2.8%, supporting investment in essential services, infrastructure, and community priorities.

SPECIAL SALES TAX VS. INFLATION | 2020-2025

Performance Analysis & Purchasing Power Assessment



46% REVENUE GROWTH

Special Sales Tax increased from \$341,852 in 2020 to \$498,923 in 2025



25% CUMULATIVE INFLATION

Total CPI inflation increased approximately 24.9%



≈ 21% REAL GAIN IN PURCHASING POWER

Special Sales Tax outpaced inflation by an estimated 21% over the period

SPECIAL SALES TAX VS. INFLATION

2020-2025 (Indexed to 2020 = 100)



YEAR-BY-YEAR SUMMARY

YEAR	SPECIAL SALES TAX COLLECTIONS	ANNUAL CHANGE	CPI INFLATION	REAL GROWTH ABOVE INFLATION
2020	\$341,852	—	1.2%	—
2021	\$435,962	+27.5%	4.7%	+22.8%
2022	\$452,500	+3.8%	8.0%	-4.2%
2023	\$482,083	+6.5%	4.1%	+2.4%
2024	\$501,531	+4.0%	2.9%	+1.1%
2025	\$498,923	-0.5%	2.6%	-3.1%

OVERALL 2020-2025

Special Sales Tax Growth	+45.9%
Cumulative Inflation	+24.9%
Estimated Real Purchasing Power Gain	≈ +21%

CONSISTENT SEASONAL PATTERN

Average Monthly Contribution as a % of Annual Total (2020-2025)



July through September generate the largest share of annual collections, with August consistently delivering the highest revenue due to Rally activity.

KEY TAKEAWAYS



Special Sales Tax collections increased 45.9% from 2020 to 2025, compared with cumulative inflation of approximately 24.9%.



The City achieved positive real growth in 4 of the 6 years, with the strongest performance in 2021.



Collections reached a record high in 2024 and remain the second-highest year on record in 2025 despite a slight year-over-year decline.



The consistent seasonal pattern highlights the strength and stability of the City's tourism-driven economy.

ASSESSMENT: SPECIAL SALES TAX VS. INFLATION (2020-2025)



REVENUE OUTPACED INFLATION

Special Sales Tax collections have outperformed inflation, resulting in a significant gain in purchasing power over the past six years.



Strong Long-Term Performance

Tourism continues to drive revenue growth beyond inflation, supporting the City's ability to invest in essential services, infrastructure, and community priorities.

City Council
STAFF REPORT



Meeting Date: City Council - Jul 20 2026

Agenda Item: Payroll - Matthew Stroot (Paramedic Part-time) (Ambulance) - \$25 on Orientation (\$28.35 off Orientation)
Maxwell Hanna (Paramedic Part-time) (Ambulance) - \$25 on Orientation (\$28.35 off Orientation)

Prepared By: Carrie Belawske, Human Resources

BACKGROUND INFORMATION:

The Ambulance Services employees EMT-Basics, EMT-Advanced, and Paramedics to provide BLS and ALS emergency and transport services to our response area.

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

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

DISCUSSION:

New Hires

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Jul 13 2026

City Council
STAFF REPORT



Meeting Date: City Council - Jul 20 2026

Agenda Item: Payroll - Public Works Seasonal Staff (Parks)- Tori Williams- Temporary Rally Increase \$18.00 per hour
Payroll- Public Works Seasonal Staff (Parks) - Kenadie Broderick- Temporary Rally Increase- \$17.50 per hour

Prepared By: Carrie Belawske, Human Resources

BACKGROUND INFORMATION:

Rally increase of \$1.00 per hour for seasonal staff

BUDGET IMPACT:

None. This temporary increase is budgeted.

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Jul 13 2026

City Council STAFF REPORT



Meeting Date: City Council - Jul 20 2026

Agenda Item: Payroll - Debbie Luger - Liquor Stocker (Rally) (Liquor) - \$16.00 (non-exempt)

Prepared By: Carrie Belawske, Human Resources

BACKGROUND INFORMATION:

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

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

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

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

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

These non-exempt positions are not benefited.

DISCUSSION:

Ms. Pfortmiller is a returning employee at the liquor store

BUDGET IMPACT:

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

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Jul 13 2026

City Council
STAFF REPORT



Meeting Date: City Council - Jul 20 2026

Agenda Item: Payroll - Abigail Hofer- Rally Temp Hire (Paramedic Part-time) (Ambulance) - \$25.00;
Derric Culey- Rally Temp Hire (Paramedic Part-time) (Ambulance) - \$25.00;
Kirsten Kieper- Rally Temp Hire (Paramedic Part-time) (Ambulance) - \$25.00;
Lisa Pederson- Rally Temp Hire (EMT-Basic, Part-time) (Ambulance) - \$20.00;
Thomas Sams- Rally Temp Hire (EMT-Basic, Part-time) (Ambulance) - \$20.00

Prepared By: Carrie Belawske, Human Resources

BACKGROUND INFORMATION:

The Ambulance Services employees EMT-Basics, EMT-Advanced, and Paramedics to provide BLS and ALS emergency and transport services to our response area.

Additional temporary part-time employees are requested during the Sturgis Motorcycle Rally to assist the increased emergency calls.

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

DISCUSSION:

Part-time Rally hires were canvassed through social media when our part-time roster was unable to fill all shifts for the Sturgis Motorcycle Rally schedule.

BUDGET IMPACT:

None.

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Jul 16 2026

City Council STAFF REPORT



Meeting Date: City Council - Jul 20 2026

Agenda Item: Payroll -Laurie Neisen-Hansen - (Finance) Rally Temp Help - \$14.50 (non-exempt)
Payroll - Steve Anders - (Finance) Rally Temp Help - \$14.50 (non-exempt)

Prepared By: Carrie Belawske, Human Resources

BACKGROUND INFORMATION:

In past years, non-Rally & Events Department staff have been reassigned during the Rally to jobs on a temporary basis to support various events/functions. With the departure of the Planning & Permitting staff over the past year, the duties of those offices have fallen on both the Finance Office and Public Works. Therefore, the city administrator has directed the Finance Office to hire additional staff who will help with temporary vendor licenses and other duties that had fallen under Planning & Permitting.

BUDGET IMPACT:

This is budgeted.

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Jul 16 2026

City Council STAFF REPORT



Meeting Date: City Council - Jul 20 2026

Agenda Item: Payroll - Kevin Christenson - Security (Rally) (Liquor) - \$18.00 (non-exempt);
Payroll- Landry Wilson- Liquor Store Stocker (Rally) (Liquor) - \$13.00 (non-exempt)

Prepared By: Carrie Belawske, Human Resources

BACKGROUND INFORMATION:

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

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

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

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

These non-exempt positions are not benefited.

DISCUSSION:

Kevin is a returning employee, and Landry is a new hire.

BUDGET IMPACT:

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

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Jul 17 2026

MINUTES
City Council Meeting
City of Sturgis, South Dakota

Monday, July 6, 2026	6:30 PM	Council Chambers
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PRESENT: Tony Dargatz, Jesse Blakeman, Jim Thompson, Ruth Nichols, Alex Usera, Mark Chaplin, Terry Jensen, Rod Bradley, and Terry Keszler,

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

ABSENT: None

Call to Order Regular Meeting of the City Council

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

Pledge of Allegiance/Prayer

Brian Ross offers prayer.

Approval of the Agenda

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

Department Updates

City Administrator Jordan spoke about the upcoming 86th Sturgis Motorcycle Rally.

Mayor's Report

- Payroll - Oliver Steffey- Lifeguard (Part-time) (Community Center) - \$16.29 (non-exempt);
- Callahn Johnson- Lifeguard (Part-time) (Community Center) - \$16.29 (non-exempt);
- Payroll - Abraham Usera (Armory Custodian) (Rally Temporary) - \$17.39
- Payroll - Patricia Usera (Armory Custodian) (Rally Temporary) - \$17.39

Consider Consent Agenda

- Approve the minutes from the June 15, 2026, City Council meeting.
- Establish a public hearing for July 21, 2026, for the Planning Commission and August 3, 2026, for the Board of Adjustments, to consider the requested setback variance for property located at 2750 Whitewood Service Road.

- Establish a public hearing for July 21, 2026, Planning Commission and August 3, 2026, for the Board of Adjustments, to consider the requested Use on Review for an in-home foundation repair business located at 1325 Nellie Street.
- Set a public hearing for July 21, 2026, Planning Commission and August 3, 2026, for the Board of Adjustments, to consider the requested variances from the required lot frontage and setback requirements associated with the Plat of Lots A-2-1 through A-2-7 of Hurley Subdivision, City of Sturgis, Meade County, South Dakota.
- Approve a SEL for the Iron Horse Saloon for the Steel Pony Campground from August 7, 2026 to August 15, 2026.
- Approve a SEL for the Loud American Roadhouse for the Sturgis Mustang Rally at the Thunderdome from September 1, 2026, to September 6, 2026.
- Approve a SEL for Sturgis Strikers for an event at the Sturgis Motorcycle Museum on August 7, 2026.
- Approve the rescheduling of the regular City Council meeting from Monday, August 17, 2026, to Monday, August 24, 2026, at 6:30 p.m. in the Council Chambers at City Hall.

Keszler moved, Chaplin seconded and all voted to approve the Consent Agenda excluding items 8.1 and 8.7.

Thompson moved, Chaplin seconded and all voted to approve item 8.1 to correct the minutes of the June 15 council meeting reflecting that Nick Jones was not in attendance, but Mayor Rod Bradley and Councilor Terry Keszler were in attendance.

Nichols moved, Keszler seconded and all voted to approve item 8.7 with the clarification that Sturgis Strikers had renewed its alcohol license on June 30.

Approval of the claims

Vendor Name	Description	Net Invoice Amount
A & B BUSINESS	Copier Leases May 2026	950.65
A & B WELDING CO	Oxygen	69.85
ABERNATHY, LAURA	Prof Fees	420
ACE LINK INDUSTRIAL INC	Armor Vest x5	8315
ADMIRAL BEVERAGE CORP	Liquor	32391.06
ALSCO	Mats, towels & mopheads PW	528.62
AMERICAN CONT & CONS	Cap Imp	68137.08
AMERICAN WATER WORKS ASSN	Annual Membership	404
AMICK SOUND	Fire Alarm Monitor	34.24
AT&T MOBILITY	Phones	1984.67
BLACK HILLS CHEMICAL	Supp & Mat	3709.01
BLACK HILLS PIONEER	Publ	231.97
BLACK HILLS ROOFING	Roofing proj	40800.62
BLACK HILLS SECURITY	Security System	134.85
BLACK HILLS SNACKS	Snacks	110.54
BORDER STATES ELECTRIC	WWTP	245.72
BROSZ ENGINEERING	Cap Imp	4700
BUBBLES, LLC	Car Washes	43.22
BURNHAM, ROGER	Contract July 2026	4988.42
CASELLE	Annual Contracts	42049.68

CASH-WA DISTRIBUTING	Liquor	1392.9
CASK & CORK	Liquor	3435.24
CBH COOPERATIVE - #865928	Fuel	606.12
CBH COOPERATIVE #119343	Fuel	4770.62
CBH COOPERATIVE #912448	Fuel	3745.95
CBH COOPERATIVE #920771	Fuel	47.07
CENGAGE LEARNING	Books	27
CENTURY BUSINESS PRODUCTS	Copier lease/copies	361.12
CENTURY LINK	Phone/Internet	373.5
COACHER, BILL	CDL Reimburse	43
COCA COLA BOTTLING CO	Water/Pop	1753.5
CREATIVE PRODUCT SOURCING	DARE 2026	2638.73
CULVER MECHANICS	Oil Change/Tire Rotation	364.88
DAKOTA EQUIPMENT RENTAL	Parks Dept Eqpt	837.61
DAKOTA PRAIRIE LANDSCAPES, LLC	Lion Club Pond	27476.5
DAKOTA PUMP	Concrete Reservoir	5319.75
DAKOTA SUPPLY GROUP	Meters	1284.87
DAKOTA'S BEST	Liquor	1293
DANA SAFETY SUPPLY	Supp & Mat	807.67
DOOLEY'S PETROLEUM INC	AV Fuel	12510
ECOLAB PEST ELIMINATOR DIV	Pest Control	587.19
EPIC OUTDOOR ADV	Billboard lease	1600
EVOGOV	ADA Monthly Hosting	118
FLAT EARTH ART CO	Cap Imp	7750
FLEXIBLE PIPE TOOL CO	Rep & Maint/Cam system	41015
GLOBAL INDUSTRIAL	Liquor	494
GLOVER INVESTMENTS LLC	Billboard lease	36400
GODFREY BRAKE SERVICE	Rep & Maint	1336.34
GREAT WESTERN TIRE CO	Rep & Maint	4192.82
HAWKINS	Supp & Mat	2046.5
HELMS & ASSOCIATES	Cap Imp	55352.05
HIRSHFIELDS	Rep & Maint	135.09
HOLZER COMMERCIAL DOORS	Rep & Maint	7484.19
HOTEL BY GOLD DUST	Signage Lease	3650
IMAGE TREND INC.	Prof Fees EMS/Cad Card	1407.58
INGRAM LIBRARY SERVICES	Books	1129.46
INTERSTATE ALL BATTERIES CENTER	Batteries	63
JACOBS AUTO REPAIR	Rep & Maint	904.61
JACOBS, MATTHEW	Uniform Allow	387
JEO CONSULTING GROUP	Safe Streets 4 All	24926.25
JOHNSON WESTERN WHOLESALE	Liquor	78762.3
KIESLER POLICE SUPPLY	Supp & Mat	478.6
KNECHT HOME CENTER	Supp & Mat	218.4
LAWSON PRODUCTS	Supp & Mat	66.33

LEADS ON LINE	Subs Renewal	2414
LENSEGRAV, SCOTT	Contract Jul 2026	7500
LEWIS, DR. SARAH	Contract Jul 2026	500
LIGHTING MAINTENANCE CO.	Rep & Maint	3584.94
LOUCKS, PEGGY ANN	Murray SUR Refund	223.33
LYNN'S DAKOTAMART	Supp & Mat	95.61
MAIER MEATS LLC	Liquor	559
MARCO TECH	Copier Rental	148.5
MCLEOD'S PRINTING	Supp & Mat	726.79
MEADE COUNTY AUDITOR	Law Enf Center/Dispatch	28549.73
MEGUIRE CHEMICAL SOLUTIONS	Supp & Mat	1300
MENARD'S	Supp & Mat	287
MIDCONTINENT TESTING LAB	Water testing	690.75
MILTON'S SEASONINGS, LLC	Liquor	120
MONUMENT HEALTH RC HOSPITAL	Medical Supplies	2702.92
NELSON, CORY	Contract Jul 2026	1875
NELSON, TOM	Contract Jul 2026	750
NORTHERN HILLS VET CLINIC	Prof Fees	4855.84
NORTHWEST PIPE FITTINGS	Prof Fees	447.2
ON SITE FIRST AID AND SUPPLY	First Aid Supplies	105.55
OREILLY AUTO PARTS	Supp & Mat	168.8
OWENS INTERSTATE SALES INC.	Supp & Mat/Rep & Maint	277.74
PCC AMBULANCE BILLING SERVICE	Ambulance billing	15943.19
PERFECT WAVE PRODUCTIONS LLC	Prof Fees Sound	2524.5
PERFORMANCE AUTOMATICS	Rep & Maint	1666.52
PLACER LABS INC	2026/27 Subscription	11025
PLAINS TOWING & RECOVERY	Tow fees	318.6
POWERPLAN	Rep & Maint	141.35
PRESSURE SERVICES	Supp & Mat	168.18
QUALITY BRANDS OF THE BH	Liquor	39738.04
RASMUSSEN MECHANICAL SERV	Rep & Maint	1179.3
REPUBLIC BEVERAGE COMPANY	Liquor	8729.75
REVOLUTIONARY GARAGE DOORS	Rep & Maint	120
ROBERDEAU, TRENT	Prof Fees	30
RUNNINGS SUPPLY INC	Supp & Mat	266.88
RUSHMORE OFFICE SUPPLY	Supp & Mat	246.98
SAWYER BREWING CO	Liquor	244
SERVALL TOWEL & LINEN	Mats & towels	197.27
SIR LINES-A-LOT	Paint	20230.98
SOUTHERN GLAZER'S OF SD	liquor	14792.48
STURGIS ACE HARDWARE #1	Supp & Mat	395.11
STURGIS ACE HARDWARE #3	Supp & Mat	348.55
STURGIS AREA CHAMBER OF COMMERCE	Contracts July 2026	10818

STURGIS ATV AND SMALL ENGINE	Rep & Maint	280.84
SEDC	Contract July 2026	5000
STURGIS MOTORSPORTS	Rep & Maint	233.88
STURGIS NAPA	Supp & Mat/Rep & Maint	1384.55
STURGIS TIRE PROS	Rep & Maint	30.4
STURGIS VOLUNTEER FIRE DEPT	Contract July 2026	9462
SUMMIT SIGNS & SUPPLY	Supp & Mat	420
THE CORNER STATION	Fuel	127.22
TOM'S T'S	Police Shirts and Caps	4888.2
TWICE THE ICE	Liquor	581.04
U DRIVE TECHNOLOGY	Webcam Fees	337.26
UDA ARCHITECTURE & DESIGN	Roof Repl Proj	250
VALIANT VINEYARD	Liquor	360
VANWAY TROPHY & AWARD	Name Plate	12
VERIZON WIRELESS	Phones	749.52
VOSS DISTRIBUTING	Pop	222.06
WAREING MOTORS OF STURGIS	Rep & Maint	204.19
WARNE CHEMICAL	Supp & Mat	1800
WESTERN COMMUNICATIONS	Radio Reprog	1032
WESTERN CONSTRUCTION	Cap Imp	1117882.73
WHITMARSH, SYDNEY	Murray SUR Water Refund	733.33
WINTER-HOWARD, KELLY SUE	Garbage Refund	367.89

WAGES

Mayor & Council	\$ 3,942.97
Attorney	\$ 3,871.80
Finance	\$ 12,127.94
HR	\$ 3,293.36
City Admin	\$ 9,356.15
Buildings	\$ 1,970.84
Custodial	\$ 4,079.59
Engineering	
Planning & Permitting	\$ 4,899.08
Fleet	\$ 7,927.02
Sponsorship	\$ 3,098.37
Rally	
Police	\$ 55,453.04
Animal Shelter	\$ 4,778.42
Fire Dept	-
Streets	\$ 14,580.28
Cemetery	\$ 457.96
Community Center	\$ 14,787.32
Recreation	\$ 4,205.51

Parks	\$ 21,116.35	
Library	\$ 11,155.80	
Auditorium		
Special Sales Tax		
Downtown BID		
Liquor	\$ 9,403.39	
Water	\$ 11,139.17	
Wastewater	\$ 15,968.92	
Sanitary Service	\$ 14,078.90	
Ambulance	\$ 39,933.73	
	\$ 271,625.91	
SS	\$15,727.61	
MED	\$3,678.24	
FWT	\$20,494.72	Grand Total
	\$39,900.57	\$311,526.48

Chaplin moved, Usera seconded and all voted to approve the claims with the addition of the Kieffer Sanitation invoice for the month of June (the city has 30 days to pay the bill) and to pay the Gold Dust invoice pending approval of agenda item 12.4.

Public Hearings

- Approve Resolution 2026-25 on the Street Closure, Lifting of Open Container Ban and Police Escort request for Parade during the 2026 Sturgis Mustang Rally on September 5, 2026.

Usera moved, Keszler seconded and all voted to approve Resolution 2026-25.

RESOLUTION 2026-25

RESOLUTION AUTHORIZING TEMPORARY STREET CLOSURE AND OPEN CONTAINER AREA FOR THE STURGIS MUSTANG RALLY

WHEREAS, The Sturgis Mustang Rally LLC has requested that the City temporarily close the public street(s) described below and designate an open container area for Sturgis Mustang Rally on September 5, 2026; and

WHEREAS, after published notice, the City Council held a public hearing on July 6, 2026 concerning the requested open container area, as required by Sturgis Code § 110.034; and

WHEREAS, the requested open container area may be authorized under SDCL § 35-1-5.5 and Sturgis Code § 110.034, subject to the terms of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sturgis, South Dakota, that the City authorizes the temporary closure of *Main Street from Middle Street to 4th Street; 1st Street, Harley-Davidson Way, and 3rd Street from Sherman Street to Lazelle Street* from 5:00 AM through 6:00 PM on September 5, 2026 for the Sturgis Mustang Rally Car Show and Parade. The City further designates the regular non-rally open container boundary (map attached) as an open container area, subject to applicable duration and hours limitations, from 7:00 AM through 10:00 PM on September 5, 2026 for lawful consumption of Malt Beverages in authorized Event cups. This authorization permits consumption only and does not independently authorize the sale of alcoholic beverages. [A map of the closure and open container area is attached as Exhibit A; the organizer shall provide any required barricades and boundary signs; and the Sturgis Police Department is authorized to enforce the closure and to remove vehicles remaining within the closure area after 2:00 AM on September 5th, 2026, subject to any required notice or signage.

Adopted by action of the Sturgis Common Council on the 6th day of July 2026.

CITY OF STURGIS

Rodney J. Bradley, Mayor

ATTEST:

Ann Bertolotto, Finance Officer

- Consideration to approve Resolution 2026-26 on the Street Closure, Lifting of Open Container Ban and Police Escort request for Parade during the 2026 Sturgis Bronco Rally for September 26, 2026.

Jensen moved, Thompson seconded and all voted to approve Resolution 2026-26.

**RESOLUTION 2026-26
RESOLUTION AUTHORIZING TEMPORARY STREET CLOSURE
AND OPEN CONTAINER AREA FOR THE STURGIS BRONCO RALLY**

WHEREAS, The Sturgis Bronco Rally LLC has requested that the City temporarily close the public street(s) described below and designate an open container area for Sturgis Bronco Rally on September 26, 2026; and

WHEREAS, after published notice, the City Council held a public hearing on July 6, 2026 concerning the requested open container area, as required by Sturgis Code § 110.034; and

WHEREAS, the requested open container area may be authorized under SDCL § 35-1-5.5 and Sturgis Code § 110.034, subject to the terms of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sturgis, South Dakota, that the City authorizes the temporary closure of *Main Street from Junction Avenue to 4th Street; and 3rd Street from Sherman Street to Lazelle Street* from 5:00 AM through 5:00 PM on September 26, 2026 for the Sturgis Bronco Rally Car Show. The City further designates the regular non-rally open container boundary (map attached) as an open container area, subject to applicable duration and hours limitations, from 7:00 AM through 10:00 PM on September 26, 2026 for lawful consumption of Malt Beverages in authorized Event cups. This authorization permits consumption only and does not independently authorize the sale of alcoholic beverages. [A map of the closure and open container area is attached as Exhibit A; the organizer shall provide any required barricades and boundary signs; and the Sturgis Police Department is authorized to enforce the closure and to remove vehicles remaining within the closure area after 2:00 AM on September 26th, 2026, subject to any required notice or signage.

Adopted by action of the Sturgis Common Council on the 6th day of July 2026.

CITY OF STURGIS

Rodney J. Bradley, Mayor

ATTEST:

Ann Bertolotto, Finance Officer

- Approve Resolution 2026-30, Open Container for 2026 Motorcycle Rally

Nichols moved, Usera seconded and all voted to approve Resolution 2026-30 contingent on the dates listed in agenda item 12.5 Closure of Streets and Temporary Traffic Devices.

**RESOLUTION 2026-30
A RESOLUTION TO PERMIT MALT BEVERAGE AND WINE OPEN CONTAINERS ON CERTAIN
PUBLIC PROPERTY AND WITHIN CERTAIN PUBLIC RIGHTS OF WAY**

WHEREAS, the City of Sturgis Motorcycle Rally is one of the nation's largest events, drawing hundreds of thousands of visitors each year to the State of South Dakota and focusing that attention on the Black Hills, and,
WHEREAS, the City of Sturgis Motorcycle Rally is the single largest event contributor to the State of South Dakota's General Fund and Tourist Fund as well as to numerous hotels, casinos, restaurants, gas stations and other businesses located throughout the State of South Dakota; and,

WHEREAS, the City of Sturgis is the host of the annual City of Sturgis Motorcycle Rally and has a particular responsibility to help ensure a successful event which continues to draw hundreds of thousands of visitors to the State of South Dakota; and,

WHEREAS, numerous events and tourist destinations throughout the United States makes use of an open container area in order to allow for responsible outdoor malt beverage and wine consumption; and,

WHEREAS, one of the highest catalysts for interactions between Sturgis law enforcement and attendees is unlawful open container and the city seeks to reduce unnecessary interactions to the greatest degree possible; and,

WHEREAS, the City of Sturgis Motorcycle Rally must continue to evolve in order to ensure that it remains a competitive and relevant destination throughout the summer period to help ensure the profitability of numerous businesses throughout the region and the State of South Dakota; and,

WHEREAS, the request from numerous landowners and business owners for a designated Open Container area is permitted under the authority of state law.

IT IS HEREBY RESOLVED as set forth herein that the City of Sturgis shall establish a malt beverage and wine open container area beginning on August 7, 2026 and continuing through August 16, 2026, to commence each day at 10:00 a.m. and to conclude each day at 2:00 a.m. as authorized by Section 3.02.20(C) of Sturgis City Ordinance and SDCL 35-1-5.5, those persons legally possessing a malt beverage and/or wine in the authorized non-glass container, bearing the logo of the City of Sturgis Motorcycle Rally may do so on that public property open to the public, within the area bounded as follows:

1. Beginning on the west, along the western edge of the Right of Way of 7th Street, beginning at the intersection of 7th Street and Williams Street and continuing south to the intersection of 7th Street and Main Street; and
2. From Main Street and 7th Street continuing east on the northern edge of Main Street to 4th Street and Main Street; and
3. From Main Street and 4th Street south on the western edge of 4th Street to Sherman Street; and
4. From 4th Street and Sherman Street then East along the southern edge of Sherman Street to the intersection with the eastern edge of Lot 34, Block 3 of Ft. Meade Addition, then North along the east edge of lot 34 to the alley, then East along the southern edge of the alley, across Middle Street, to a point 280 feet East of the intersection of Middle Street and that alley; and
5. From that point then north along the eastern lot line of the Vet's Club property to the North side of Main Street, then West along the northern edge of Main Street to the intersection of Main Street and Middle Street; and
6. From that intersection then North along the eastern edge of Middle Street to the alley and then east past Sly Street then north on the East side of La Risa to Lazelle Street and west on Lazelle Street to Middle Street and then to the intersection with Dudley Street; and
7. From the intersection of Middle Street and Dudley Street West along the northern edge of Dudley Street across Junction Avenue to the intersection with First Street; and
8. From that intersection, North along the western edge of First Street to a point 220 feet north of that intersection, and then due West along an imaginary line to a point immediately adjacent to the eastern edge of the US Postal Service property; and
9. From that point then due South to a point at the southeast corner of the US Postal Service property, and from that point then due West to Kinship Street; and
10. Then proceeding North along the eastern edge of the Kinship Street to the intersection with Williams Street; and
11. Then proceeding West along the northern edge of William Street to the point of beginning at the Intersection with 7th Street.

12. Included in this Open Container area are the designated crosswalks at the intersections of Main Street with Middle Street, Junction Avenue, First Street, Harley-Davidson Way, Third Street and Fourth Street within these boundaries.

13. Not included in the area are the crosswalks at the intersections of Lazelle Street and Junction Avenue, First Street, Harley-Davidson Way, Third Street and Fourth Street within these boundaries. This area shall be marked by clearly legible signs, provided by the City and consistent with the limitations of this Resolution, stating that the sign marks the boundary of the open container area. The open container area does not include the City Library, any City Property not open to the public, and does not include any private property within the open container area.

Dated this 6th day of July, 2026.

CITY OF STURGIS

Rodney J. Bradley, Mayor

ATTEST:

Ann Bertolotto, Finance Officer

Published: July 24, 2026

Effective: Aug. 13

- Consideration to approve Resolution 2026-35 on the Street Closure and Open Container for the Kool Deadwood Nights - Sturgis Show & Shine for August 19, 2026.

Chaplin moved, Thompson seconded and all voted to approve Resolution 2026-35

RESOLUTION 2026-35

RESOLUTION AUTHORIZING TEMPORARY STREET CLOSURE

AND OPEN CONTAINER AREA FOR THE KOOL DEADWOOD NITES STURGIS SHOW & SHINE

WHEREAS, Sturgis Photo & Gifts has requested that the City temporarily close the public street(s) described below and designate an open container area for Kool Deadwood Nites – Sturgis Show & Shine on August 19, 2026; and

WHEREAS, after published notice, the City Council held a public hearing on July 6, 2026 concerning the requested open container area, as required by Sturgis Code § 110.034; and

WHEREAS, the requested open container area may be authorized under SDCL § 35-1-5.5 and Sturgis Code § 110.034, subject to the terms of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sturgis, South Dakota, that the City authorizes the temporary closure of *Main Street from 4th Street to Junction Avenue; Harley-Davidson Way from Lazelle Street south to the alley behind First Interstate Bank; 3rd Street from the alley south of Lazelle Street to the alley south of Main Street; and 1st Street from the alley south of Lazelle Street to Main Street* from 5:00 AM through 3:00 PM on August 19, 2026 for the Kool Deadwood Nites – Sturgis Show & Shine Car Show. The City further designates the regular non-rally open container boundary (map attached) as an open container area, subject to applicable duration and hours limitations, from 9:00 AM through 3:00 PM on August 19, 2026 for lawful consumption of Malt Beverages in authorized Event cups. This authorization permits consumption only and does not independently authorize the sale of alcoholic beverages. [A map of the closure and open container area is attached as Exhibit A; the organizer shall provide any required barricades and boundary signs; and the Sturgis Police Department is authorized to enforce the closure and to remove vehicles remaining within the closure area after 2:00 AM on August 19, 2026, subject to any required notice or signage.

Adopted by action of the Sturgis Common Council on the 6th day of July, 2026.

CITY OF STURGIS

Rodney J. Bradley, Mayor

ATTEST:

Ann Bertolotto, Finance Officer

Tabled Reports

- Approve the application of a Retail (on/off sale) Malt Beverage and SD Farm Wine for Suds Moto Services LLC at 938 Lazelle St.

Council members and citizens discussed concerns about drinking and driving concerning this license and its location. Moved by Jensen, seconded by Usera to approve the Retail (on/off sale) Malt Beverage and SD Farm Wine for Suds Moto Services LLC at 938 Lazelle St. Ayes: Jensen, Keszler, Usera, Dargatz, Blakeman and Nichols. Nays: Thompson

Reports

- Dedi LaRue and Francie Ruebel-Alberts provided an update from the Sturgis Area Arts Council.
- Consideration of Resolution 2026-34 Emergency Procurement and Authorization to Purchase Replacement Public Works Bucket Truck

Bush discussed the need for a replacement bucket truck, after the city's truck was involved in an accident in May. Dargatz moved, Thompson seconded and all voted to approve Resolution No. 2026-34 declaring an emergency procurement pursuant to SDCL 5-18A-9 and authorizing the Public Works Director to inspect, select, and purchase the used bucket truck that best meets the City's operational needs from the inventory available for an amount not to exceed \$60,000.

CITY OF STURGIS

RESOLUTION NO. 2026-34

A RESOLUTION DECLARING AN EMERGENCY PROCUREMENT AND AUTHORIZING THE PURCHASE OF A REPLACEMENT BUCKET TRUCK PURSUANT TO SDCL 5-18A-9

WHEREAS, the City of Sturgis Public Works Department recently experienced the total loss of a bucket truck as the result of a motor vehicle accident; and

WHEREAS, the damaged vehicle has been determined to be a total loss and is no longer available for service; and

WHEREAS, the bucket truck is a critical piece of equipment utilized daily by the Public Works Department to perform essential municipal operations, including but not limited to traffic signal maintenance, street lighting maintenance, tree maintenance and removal, installation and maintenance of traffic control devices, emergency response, facility maintenance, and other work requiring elevated access; and

WHEREAS, the loss of this equipment significantly impacts the City's ability to provide timely and efficient public services and respond to emergencies affecting public health, welfare, and safety; and

WHEREAS, the City is approaching the annual Sturgis Motorcycle Rally and has contractual commitments, sponsorship obligations, and public safety responsibilities requiring the availability of specialized equipment necessary to safely prepare for and support the event; and

WHEREAS, delaying the acquisition of a replacement bucket truck through the normal competitive bidding process would result in an unacceptable interruption of essential municipal services and would jeopardize the City's ability to fulfill operational responsibilities and public safety obligations; and

WHEREAS, SDCL 5-18A-9 authorizes a purchasing agency to make an emergency procurement without advertising for bids when rentals are not practicable and there exists a threat to public health, welfare, or safety, or for other urgent and compelling reasons, provided the procurement is made with such competition as is practicable under the circumstances and a written determination is maintained in the contract file; and

WHEREAS, the City Council finds that the immediate replacement of the totaled bucket truck constitutes an emergency procurement under SDCL 5-18A-9 and that obtaining competitive quotations from qualified vendors, cooperative purchasing contracts, or other available procurement methods, as practicable under the circumstances, is in the best interest of the City.

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

1. The Common Council hereby declares that the total loss of the City's bucket truck constitutes an emergency procurement pursuant to SDCL 5-18A-9 due to the urgent and compelling need to restore critical Public Works operations and maintain the City's ability to protect public health, welfare, and safety.
2. The Public Works Director is authorized to immediately solicit competitive quotations, utilize an available cooperative purchasing contract, or pursue other procurement methods authorized by South Dakota law that provide the most advantageous acquisition available under the circumstances.
3. The Public Works Director is authorized to negotiate and execute all documents necessary for the acquisition of a replacement bucket truck, subject to approval by the City Administrator and City Attorney as to form.
4. The Public Works Department shall maintain in the procurement file the written determination required by SDCL 5-18A-9 documenting:
 - The basis for the emergency procurement;
 - The reasons competitive advertising was not practicable;
 - The procurement process utilized;
 - The basis for selection of the vendor; and
 - Documentation demonstrating that the City obtained such competition as was practicable under the circumstances.
5. Funding for the purchase shall be provided from available insurance proceeds, equipment replacement reserves, budgeted capital funds, or other legally available funding sources as approved by the Common Council.

PASSED AND ADOPTED by the Common Council of the City of Sturgis, South Dakota, this 6th day of July, 2026.

CITY OF STURGIS

Mayor, Rodney J. Bradley

ATTEST:

Finance Officer, Ann Bertolotto

- Request for Consumption Permit for the 2026 Sturgis Motorcycle Rally at City Hall.

Usera moved, Dargatz seconded and all voted to approve the Consumption Permit.

- Approve the 2026 Signage Lease Agreement with Pineview Group, LLC.

Sponsorship/Brand Director Lance Scherer spoke about a sign lease with the Pineview Group. Jensen moved, Chaplin seconded to approve the Signage Lease Agreement. Ayes: Jensen, Keszler, Usera, Dargatz, Blakeman and Nichols. Nays: Thompson

- Reconsider Resolution 2026-28 Authorizing Closure of Streets and Temporary Traffic devices for the 86th Annual City of Sturgis Motorcycle Rally.

Mayor Bradley said the purpose of reconsidering Resolution No. 2026-28 was to allow the City Council to consider extending the closure of Main Street to non-motorcycle traffic through Sunday, August 16, 2026, rather than ending the restriction at 2:00 a.m. on Sunday, August 16, as currently approved. Item 12.5 died for lack of a motion.

- Approve Resolution 2026-31, A Resolution Expressing Preliminary Policy Direction Regarding the Evaluation of a Potential Commercial Tax Increment Financing District and Authorizing Further Due Diligence

Bergman Construction, LLC has requested an initial indication from the City Council regarding whether the Council is willing to consider a potential commercial tax increment financing district for property generally located west of the intersection of 20th Street and Lazelle Street. Mayor Bradley said a commercial development at this location could potentially increase property valuation, support commercial growth along the I-90 corridor, create employment opportunities, and generate additional sales tax activity. Usera moved, Dargatz seconded to approve Resolution 2026-31 and expressing initial policy support for continued evaluation of a potential commercial tax increment financing district associated with the subject property. Ayes: Jensen, Keszler, Usera, Dargatz, Nichols, and Thompson. Abstain: Blakeman.

RESOLUTION NO. 2026-31

A RESOLUTION EXPRESSING PRELIMINARY POLICY DIRECTION REGARDING THE EVALUATION OF A POTENTIAL COMMERCIAL TAX INCREMENT FINANCING DISTRICT AND AUTHORIZING FURTHER DUE DILIGENCE

WHEREAS, SDCL Chapter 11-9 authorizes municipalities to create tax increment financing districts to assist with eligible project costs and public improvements that support economic development, increased assessed valuation, and orderly development; and

WHEREAS, the City Council recognizes that commercial tax increment financing proposals may present different policy considerations than tax increment financing proposals principally associated with housing or residential development; and

WHEREAS, commercial development may provide public benefits including increased assessed valuation, business recruitment, employment opportunities, and sales tax revenue used to fund municipal services and infrastructure; and

WHEREAS, Bergman Construction, LLC, a South Dakota limited liability company, has requested that the City evaluate whether tax increment financing may be an appropriate tool to support the future commercial development of certain vacant real property located within the City of Sturgis; and

WHEREAS, the property is generally located west of the intersection of 20th Street and Lazelle Street, is legally described as a portion of Lot 1 of the South Half of the South Half (S1/2S1/2) of Section 5, Township 5 North, Range 5 East, B.H.M., City of Sturgis, Meade County, South Dakota, as shown by the plat recorded in Plat Book 20, Page 203, in the Office of the Register of Deeds, Meade County, South Dakota, is zoned Highway Service Commercial, is currently vacant, and has significant visibility and access value due to its location near Interstate 90; and

WHEREAS, the property is located near other highway-service and commercial businesses and may be suitable for commercial uses including big-box retail, general retail, restaurant, hotel, truck stop, service commercial, highway service, or similar commercial uses; and

WHEREAS, the specific public improvements necessary to serve the property have not yet been determined and will depend upon the ultimate commercial development concept, site planning, engineering analysis, market demand, and statutory project-plan requirements; and

WHEREAS, the potential proposal is expected to be developer-funded, with the Developer initially funding any public improvements and seeking reimbursement only from legally available tax increment revenues if a tax increment financing district, project plan, and development agreement are later approved by the City Council; and

WHEREAS, the Developer has requested preliminary Council policy direction before undertaking additional due diligence, engineering, financing, marketing, business recruitment, and purchaser or tenant discussions; and

WHEREAS, the City Council finds that the potential commercial development of the property is worthy of further evaluation and desires to authorize staff to coordinate with the Developer regarding a potential tax increment financing proposal for future Council consideration; and

WHEREAS, this Resolution is intended only to express preliminary policy direction and authorize further evaluation, and does not create or approve a tax increment financing district, approve a project plan, approve reimbursable project costs, approve a development agreement, authorize debt, commit City funds, commit tax increment revenues, approve any land-use entitlement, or create any right of reimbursement.

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

1. **Preliminary Policy Direction.** The City Council hereby expresses preliminary policy support for the continued evaluation of a potential commercial tax increment financing district for the property generally described in this Resolution. This preliminary policy direction is based upon the commercial nature of the proposed development, the potential for increased assessed valuation, the potential for sales tax generation, the potential for business recruitment and job creation, and the potential construction of public improvements supporting commercial development within the City.
2. **Authorization for Staff Due Diligence.** The City Council authorizes the Mayor to identify appropriate City staff, officials, consultants, and representatives to coordinate with the Developer regarding the potential preparation and evaluation of a future tax increment financing proposal for the property. Authorized due diligence may include, without limitation, evaluation of proposed district boundaries, eligible public improvements, preliminary project costs, engineering considerations, development scenarios, commercial uses, fiscal impacts, sales tax potential, statutory requirements, affected taxing-district review, fiscal feasibility review, and possible project-plan and development-agreement terms.
3. **Commercial Development as Material Consideration.** The City Council's willingness to evaluate the potential tax increment financing district is materially based upon the proposed commercial nature of the development and the potential for the project to generate sales tax revenue, increase assessed valuation, support economic development, and result in public improvements serving commercial property. If the proposed project materially changes from commercial development to housing, residential development, or another use materially different from the commercial concept described in this Resolution, further Council direction may be required before staff proceeds with additional tax increment financing evaluation.
1. **Developer-Funded Public Improvements.** The City Council's preliminary policy direction is based upon the understanding that any future proposal would be structured as a developer-funded project, under which the Developer would initially fund public improvements and would seek reimbursement, if approved, only from legally available tax increment revenues generated from the district. No private vertical construction shall be considered for reimbursement. Any future reimbursement shall be limited

to eligible project costs and eligible public improvements as determined through the statutory process, final project plan, and development agreement approved by the City Council.

2. **Compliance With Statutory Process.** Any future tax increment financing proposal shall remain subject to all applicable requirements of South Dakota law, including SDCL Chapter 11-9 and any statutory requirements applicable to tax increment financing districts created after July 1, 2026. Such requirements may include, without limitation, preparation and approval of a project plan, affected taxing-district review, fiscal feasibility review, required public processes, and future discretionary approval by the City Council.
3. **No TIF Created or Approved.** This Resolution does not create or approve a tax increment financing district. This Resolution does not approve a project plan, approve reimbursable project costs, approve a development agreement, approve a grant application, approve any zoning or subdivision action, authorize debt, pledge the full faith and credit of the City, commit City funds, commit tax increment revenues, or create any right of reimbursement.
4. **Preservation of Council Discretion.** The City Council retains full legislative, fiscal, land-use, police-power, administrative, and discretionary authority with respect to any future proposal. Any future tax increment financing district, project plan, development agreement, reimbursement obligation, or related approval shall require separate future consideration and approval by the City Council.

Adopted by action of the Sturgis Common Council on the 6th day of July 2026.

CITY OF STURGIS

Rodney J. Bradley, Mayor

ATTEST:

Ann Bertolotto, Finance Officer

- Consideration of Mayor Appointment of City Administrator

Mayor Bradley said that in accordance with Chapter 31 of the Sturgis Municipal Code, he was submitting Rhea Crane as his appointment for the position of City Administrator for City Council consideration. Usera moved, Jensen seconded and all voted to approve the mayor's appointment of the Rhea Crane as City Administrator in accordance with Chapter 31 of the Sturgis Municipal Code.

Adjourn

Dargatz moved, Usera seconded and all voted to adjourn the meeting at 8:07 p.m.

ATTEST: _____ APPROVED: _____
Name Mayor

Published once at the total approximate cost of \$ _____

City Council
STAFF REPORT



Meeting Date: City Council - Jul 20 2026

Agenda Item: Consideration to approve a SEL for the Knuckle Saloon for 2026 Sturgis Motorcycle Rally from 08/07/26-08/15/26 in the Lynn's Dakotamart parking lot

Prepared By: Robin Korth, Deputy Finance Officer

BACKGROUND INFORMATION:

SEL approval requested for the Knuckle Saloon for the 2026 Sturgis Motorcycle Rally from 8/07/26 to 8/15/26. The location for this event would be at the empty Lynn's Dakotamart parking lot on Lazelle St. Drinks would be sold out of the Jack Daniel's trailer.

DISCUSSION:

All fees have been paid and their liquor license is current.

ATTACHMENTS:

[SEL Knuckle Saloon Rally 2026 Lynn's Lot](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Jul 17 2026

License # _____

City of Sturgis
SPECIAL EVENTS
Alcoholic Beverage License Application

Business Name: THE KNUCKE SALOON
Owner Name: CURTIS VENABLE
Address: 931 1st St., STURGIS, SD 57785
Telephone #: 605-344-0106
Date of Event: 08/07/26 - 08/15/26

Description of Event:
STURGIS MOTORCYCLE RALLY

Location of Event (Street Address):
1200 Block - Lynn's Dakotamart parking lot Lazelle St.

Map of premises where alcohol sales will occur ATTACHED

If separated from a non-alcohol site, how will you keep separate:
SOLD OUT OF THE JACK DANIELS TRAILER

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 <u>9</u> X \$100 = <u>900</u> 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 900

☒ Copy of Current Valid Alcoholic Beverage License

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

Signature _____

BUSINESS OWNER OR CORPORATE OFFICER ONLY

Date July 2, 2026

OFFICE USE ONLY:

Notice of Hearing Published on _____.

Public Hearing Held on _____.

COUNCIL DECISION: ☐ Approved ☐ Disapproved



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 (605) 347-4583 FAX (888) 772-8060 E-MAIL ADDRESS: kamilla-janitell@leavitt.com INSURER(S) AFFORDING COVERAGE INSURER A: Midwest Family Mutual Insurance Company NAIC # 23574 INSURER B: First Dakota Indemnity Company 010351 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED NCSC Sturgis Ops, LLC DBA The Knuckle 931 1st St Sturgis SD 57785	

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

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

RBush@sturgisgov.com

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

Derrick Linn/PASCHN

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

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

Mike Houdyshell
Secretary of Revenue

KNUCKLE SALOON
Harley Davidson Way
Lynn's Dakotamart

KNUCKLE SALOON
Harley Davidson Way
Lynn's Dakotamart

KNUCKLE SALOON
Harley Davidson Way
Lynn's Dakotamart

Lazelle st. / Hwy. 34

SENIOR CITIZEN CENTER			
Harley Davidson Way			
Jack Trailer X X X X X			
Lynn's Empty Lot			

SENIOR CITIZEN CENTER			
Harley Davidson Way			
Jack Trailer X X X X X			
Lynn's Empty Lot			

SENIOR CITIZEN CENTER			
Harley Davidson Way			
Jack Trailer X X X X X			
Lynn's Empty Lot			

SENIOR CITIZEN CENTER			
Harley Davidson Way			
Jack Trailer X X X X X			
Lynn's Empty Lot			

SENIOR CITIZEN CENTER			
Harley Davidson Way			
Jack Trailer X X X X X			
Lynn's Empty Lot			

City Council STAFF REPORT



Meeting Date: City Council - Jul 20 2026

Agenda Item: Consideration to approve a SEL for the Knuckle Saloon for serving while events and promotions are held at the Harley-Davidson Rally Point during the 86th annual Sturgis Motorcycle Rally August 7th - 15th.

Prepared By: Robin Korth, Deputy Finance Officer

BACKGROUND INFORMATION:

This Special Event License is for Harley-Davidson Rally Point during the Rally.

DISCUSSION:

Fees are paid and Current Alcoholic Beverage license is up to date. They have been provided a schedule of events from City staff and plan to be open during key events plus some.

ATTACHMENTS:

[SEL Knuckle Saloon Rally Point 2026](#)

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Jul 17 2026

License # _____

City of Sturgis
SPECIAL EVENTS
Alcoholic Beverage License Application

Business Name: The Knuckle Saloon
Owner Name: Curtis Venable
Address: 1st St. Sturgis, SD 57785
Telephone #: 605-347-0106
Date of Event: Aug. 7 - Aug. 15, 2026

Description of Event:
Serve beer and liquor while events and promotions are being held at Harley Davidson Rally Point during the 86 Annual CoSMR Friday, Aug. 7 through Aug. 15.

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

Map of premises where alcohol sales will occur

Attached

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

Placement of "No Alcohol Beyond this Point" signs on poles at each entrance to Rally Point as in years' past

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 <u>9</u> X \$100 = <u>\$900</u> 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 \$900

☒ Copy of Current Valid Alcoholic Beverage License

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

☐ Copy of request attached

Signature _____

BUSINESS OWNER OR CORPORATE OFFICER ONLY

Date July 10, 2026

OFFICE USE ONLY:

Notice of Hearing Published on _____

Public Hearing Held on _____

COUNCIL DECISION: ☐ Approved ☐ Disapproved

HOTEL STURGIS
MAIN STREET
OASIS
BREWS & BBQ AT THE KNUCKLE

HARLEY DAVIDSON WAY

1 ST INTERSTATE BANK
MAIN STREET
HARLEY DAVIDSON SQUARE
SENIOR CITIZEN CENTER



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.

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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	
INSURED NCSC Sturgis Ops, LLC DBA The Knuckle 931 1st St Sturgis SD 57785		INSURER(S) AFFORDING COVERAGE INSURER A: Midwest Family Mutual Insurance Company INSURER B: First Dakota Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23574 010351	

COVERAGES **CERTIFICATE NUMBER:** 25/26 GL BA WC UMB **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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		CPSD0560141770	12/20/2025	12/20/2026	EACH OCCURRENCE \$ 1,000, DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50, MED EXP (Any one person) \$ 1, PERSONAL & ADV INJURY \$ 1,000, GENERAL AGGREGATE \$ 2,000, PRODUCTS - COM/OP AGG \$ 2,000, Employment Practices Liability Insu \$ 250, COMBINED SINGLE LIMIT (Ea accident) \$ 1,000, BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			CPSD0560141770	12/20/2025	12/20/2026	\$ \$ \$ \$ \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CPSD0560141770	12/20/2025	12/20/2026	EACH OCCURRENCE \$ 1,000, AGGREGATE \$ 1,000, \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC020-0088622-2025A	12/20/2025	12/20/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500, E.L. DISEASE - EA EMPLOYEE \$ 500, E.L. DISEASE - POLICY LIMIT \$ 500,

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

RBush@sturgisgov.com

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

Derrick Linn/PASCHN

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>



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-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

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

Mike Houdyshell
Secretary of Revenue

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

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

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

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



<http://dor.sd.gov>

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

ISSUE DATE: 01/01/2026

EXPIRATION DATE: 12/31/2026

LICENSE NUMBER: RW-20070

LICENSE TYPE: Retail On & Off Sale Wine

ISSUED TO:

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

THE KNUCKLE SALOON

931 1ST ST

STURGIS, SD 57785-1505

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

Mike Houdyshell
Secretary of Revenue

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Mayor & Council					
General					
DILIGENT CORPORATION	DILIGENT CORPORATION	101-4111-42200 Professional Fees	Prof Fees Meeting Manager	14,367.36	06/30/2026
BLACK HILLS PIONEER	BLACK HILLS PIONEER	101-4111-42300 Publishing	Publishing June 2026	745.36	06/30/2026
MASTERCARD	MASTERCARD	101-4111-42300 Publishing	USPS.COM POSTAGE	1,025.05	07/03/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4111-42800 Utilities	801 6th St	361.14	07/02/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	101-4111-42800 Utilities	801 6th Street	24.82	07/08/2026
Total General:				16,523.73	
Total Mayor & Council:				16,523.73	
Attorney					
General					
MASTERCARD	MASTERCARD	101-4141-42200 Professional Fees	ADOBE SUBS	21.23	07/03/2026
MASTERCARD	MASTERCARD	101-4141-42200 Professional Fees	ADOBE SUBS	31.67	07/03/2026
THOMSON REUTERS	THOMSON REUTERS	101-4141-42200 Professional Fees	Subs fees May 2026	545.95	05/01/2026
THOMSON REUTERS	THOMSON REUTERS	101-4141-42200 Professional Fees	Subscription June 2026	545.95	06/01/2026
THOMSON REUTERS	THOMSON REUTERS	101-4141-42200 Professional Fees	Subscription July 2026	545.95	07/01/2026
Total General:				1,690.75	
Total Attorney:				1,690.75	
Finance Office					
General					
KETEL THORSTENSON	KETEL THORSTENSON	101-4142-42200 Professional Fees	Audit Progress	5,150.00	06/30/2026
MASTERCARD	MASTERCARD	101-4142-42200 Professional Fees	ADOBE SUBS	21.23	07/03/2026
CENTURY BUSINESS PRODUCTS, INC	CENTURY BUSINESS PRODUCTS, INC	101-4142-42600 Supplies & Materials	Copies	156.64	06/29/2026
JEFFERY-KIRK, LORI	JEFFERY-KIRK, LORI	101-4142-42600 Supplies & Materials	Lunch Election 2026	120.00	07/13/2026
MASTERCARD	MASTERCARD	101-4142-42600 Supplies & Materials	ADOBE SUBS	15.92	07/03/2026
MCLEOD'S PRINTING & OFFICE SUPPLY	MCLEOD'S PRINTING & OFFICE SUPP	101-4142-42600 Supplies & Materials	Absentee Ballot Supplies	271.36	06/29/2026
PITNEY BOWES INC.	PITNEY BOWES INC.	101-4142-42600 Supplies & Materials	Postate May-July 2026	590.50	07/07/2026
Total General:				6,325.65	
Total Finance Office:				6,325.65	
Human Resources					
General					
MASTERCARD	MASTERCARD	101-4143-42200 Professional Fees	ADOBE SUBS	26.53	07/03/2026

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
MASTERCARD	MASTERCARD	101-4143-42600 Supplies & Materials	RUSHMORE OFFICE SUPPLY FILE FOLDERS	45.00	07/03/2026
MASTERCARD	MASTERCARD	101-4143-42700 Travel	COMMON CENTS TRAVEL TO HR SCHOOL	25.00	07/03/2026
MASTERCARD	MASTERCARD	101-4143-42700 Travel	COFFEE CUP TRAVEL TO HR SCHOOL	61.50	07/03/2026
MASTERCARD	MASTERCARD	101-4143-42700 Travel	BAYMONT INN TRAVEL TO HR SCHOOL	121.99	07/03/2026
Total General:				280.02	
Total Human Resources:				280.02	
City Administrator					
General					
MASTERCARD	MASTERCARD	101-4144-42200 Professional Fees	ADOBE SUBS	21.23	07/03/2026
MASTERCARD	MASTERCARD	101-4144-42200 Professional Fees	DROPBOX SUBS	21.23	07/03/2026
MASTERCARD	MASTERCARD	101-4144-42200 Professional Fees	CHATGPT SUBS	21.24	07/03/2026
MASTERCARD	MASTERCARD	101-4144-42200 Professional Fees	ADOBE SUBS	180.50	07/03/2026
Total General:				244.20	
Total City Administrator:				244.20	
Information Technology					
General					
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof Fees	940.00	07/06/2026
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof Fees	660.00	07/06/2026
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof Fees	840.00	07/06/2026
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof Fees	1,260.00	07/06/2026
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof Fees	880.00	07/06/2026
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42200 Professional Fees	Prof Fees	740.00	07/06/2026
K T CONNECTIONS, INC.	K T CONNECTIONS, INC.	101-4145-42200 Professional Fees	Prof Fees Monthly	1,393.00	07/07/2026
DOUBLE STAR COMPUTING	DOUBLE STAR COMPUTING	101-4145-42600 Supplies & Materials	Monitor & Keyboard	279.98	07/06/2026
Total General:				6,992.98	
Total Information Technology:				6,992.98	
Insurance					
General					
SD PUBLIC ASSURANCE ALLIANCE	SD PUBLIC ASSURANCE ALLIANCE	101-4147-42100 Insurance	Addl Police Vehicle	775.41	06/18/2026
SD PUBLIC ASSURANCE ALLIANCE	SD PUBLIC ASSURANCE ALLIANCE	101-4147-42100 Insurance	Liability Ins Bucket Truck	306.70	07/15/2026

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Total General:				1,082.11	
Total Insurance:				1,082.11	
Buildings					
General					
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	101-4192-42500 Repairs & Maintenance	Soap dispenser, towel dispenser & TP dispenser-Airport	120.86	07/02/2026
RASMUSSEN MECHANICAL SERVICES INC.	RASMUSSEN MECHANICAL SERVICE	101-4192-42500 Repairs & Maintenance	Library RTU unit diagnostics-return visit required to complete repairs	244.42	06/05/2026
A & B WELDING CO, INC.	A & B WELDING CO, INC.	101-4192-42600 Supplies & Materials	Cylinder rental - monthly	50.83	06/20/2026
ALSCO, INC	ALSCO, INC	101-4192-42600 Supplies & Materials	Mats PW	205.30	07/02/2026
SERVALL TOWEL & LINEN	SERVALL TOWEL & LINEN	101-4192-42600 Supplies & Materials	Mats at City Hall	55.83	07/08/2026
SERVALL TOWEL & LINEN	SERVALL TOWEL & LINEN	101-4192-42600 Supplies & Materials	Mats & towel at Library	60.71	07/08/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4192-42800 Utilities	1057 Dudley/PW Campus	1,416.78	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4192-42800 Utilities	1040 Harley-Davidson Way	3,462.47	07/02/2026
BLUE PEAK	BLUE PEAK	101-4192-42800 Utilities	City Hall	424.50	07/05/2026
BLUE PEAK	BLUE PEAK	101-4192-42800 Utilities	Buildings	820.44	07/05/2026
BLUE PEAK	BLUE PEAK	101-4192-42800 Utilities	Public Works	849.11	07/05/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	101-4192-42800 Utilities	1057 Dudley - Storage	24.82	07/08/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	101-4192-42800 Utilities	1057 Dudley - Bldg A	151.21	07/08/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	101-4192-42800 Utilities	1040 Harley-Davidson Way	601.57	07/08/2026
Total General:				8,488.85	
Total Buildings:				8,488.85	
Custodial					
General					
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	101-4193-42600 Supplies & Materials	Towels-multi fold and rolls of towels	353.70	07/10/2026
Total General:				353.70	
Total Custodial:				353.70	
Engineering					
General					
UNITED STATES GEOGRAPHICAL SURVEY	UNITED STATES GEOGRAPHICAL SU	101-4194-42900 Other	Joint funding agreement 1-1-2026 to 12-31-2026	13,200.00	07/10/2026
Total General:				13,200.00	

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Total Engineering:				13,200.00	
Planning and Permitting					
General					
WATSON, JAYNA	WATSON, JAYNA	101-4196-42200 Professional Fees	June proffesional fees	531.25	07/09/2026
OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.	101-4196-42500 Repairs & Maintenance	40 amp fuse #155	8.99	07/06/2026
OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.	101-4196-42500 Repairs & Maintenance	Fuse #155	8.99	07/07/2026
CBH COOPERATIVE - #865928	CBH COOPERATIVE - #865928	101-4196-42600 Supplies & Materials	Fuel Dennis	66.02	07/10/2026
MASTERCARD	MASTERCARD	101-4196-42600 Supplies & Materials	THREAD LOGIC CLOTHING ALLOW C BALDWIN	326.65	07/03/2026
RUSHMORE OFFICE SUPPLY	RUSHMORE OFFICE SUPPLY	101-4196-42600 Supplies & Materials	C. Baldwin cards	93.30	07/09/2026
MASTERCARD	MASTERCARD	101-4196-42700 Travel	NPDES TRAINING MS4 TRAINING C BALDWIN	547.00	07/03/2026
Total General:				1,582.20	
Total Planning and Permitting:				1,582.20	
Fleet Management					
General					
SD SUPPLEMENTAL RETIREMENT PL	SD SUPPLEMENTAL RETIREMENT PL	101-4197-41100 Salaries	Cass, D Spec Retire	45.00	07/13/2026
SD SUPPLEMENTAL RETIREMENT PL	SD SUPPLEMENTAL RETIREMENT PL	101-4197-41100 Salaries	Cass, D Spec Retire	13,842.74	07/13/2026
Total General:				13,887.74	
Total Fleet Management:				13,887.74	
Sponsorship					
General					
KNIGHT, DARRYL	KNIGHT, DARRYL	101-4198-42200 Professional Fees	MC - 2026 CoSMR	500.00	07/15/2026
EPIC OUTDOOR ADVERTISING, LLP	EPIC OUTDOOR ADVERTISING, LLP	101-4198-42400 Rental--Sponsorship	Billboard Lease - Jul 2026	1,600.00	07/01/2026
Total General:				2,100.00	
Total Sponsorship:				2,100.00	
Rally Department					
General					
MASTERCARD	MASTERCARD	101-4199-42600 Supplies & Materials -	FLAGSIMPORTER.COM FLAGS FOR RALLY POINT	165.99	07/03/2026
BLUE PEAK	BLUE PEAK	101-4199-42800 Utilities--Rally	Rally	280.27	07/05/2026
Total General:				446.26	

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Total Rally Department:				446.26	
Police					
General					
SANFORD HEALTH OCCMED	SANFORD HEALTH OCCMED	101-4211-42200 Professional Fees	Drug Testing	300.00	06/29/2026
DAKOTA EXTINGUISHER & SAFETY, LLC	DAKOTA EXTINGUISHER & SAFETY, L	101-4211-42500 Repairs & Maintenance	Fire Extinguisher Recharge	270.00	07/07/2026
OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.	101-4211-42500 Repairs & Maintenance	BLACK NYLON FENDER A	15.99	06/02/2026
OWENS INTERSTATE SALES INC.	OWENS INTERSTATE SALES INC.	101-4211-42500 Repairs & Maintenance	Front Engine Mount	62.99	06/03/2026
STURGIS MOTORSPORTS	STURGIS MOTORSPORTS	101-4211-42500 Repairs & Maintenance	Battery Replacement w/ 2yr Warranty	233.14	07/09/2026
STURGIS NAPA	STURGIS NAPA	101-4211-42500 Repairs & Maintenance	Disc brake Pad and EMER Rotors	577.28	05/26/2026
STURGIS NAPA	STURGIS NAPA	101-4211-42500 Repairs & Maintenance	Disc Brake Pad	78.72	05/27/2026
STURGIS NAPA	STURGIS NAPA	101-4211-42500 Repairs & Maintenance	Disc Brake Pad	68.93-	05/27/2026
STURGIS NAPA	STURGIS NAPA	101-4211-42500 Repairs & Maintenance	RNR Condenser	164.62	05/28/2026
STURGIS NAPA	STURGIS NAPA	101-4211-42500 Repairs & Maintenance	6-PIN DEUTSCH CNNCTR	33.43	05/28/2026
STURGIS NAPA	STURGIS NAPA	101-4211-42500 Repairs & Maintenance	BRG GEN 3 HUB ASSY	129.23	06/02/2026
STURGIS NAPA	STURGIS NAPA	101-4211-42500 Repairs & Maintenance	FLEET BEARING ASSY	241.38	06/04/2026
STURGIS NAPA	STURGIS NAPA	101-4211-42500 Repairs & Maintenance	HUB LOCK & FLEET BEARING ASSY	128.23-	06/04/2026
STURGIS NAPA	STURGIS NAPA	101-4211-42500 Repairs & Maintenance	121 - Relay, Solenoid, Switch	146.65	07/01/2026
STURGIS NAPA	STURGIS NAPA	101-4211-42500 Repairs & Maintenance	121 - Slide Terminal	13.12	07/01/2026
STURGIS NAPA	STURGIS NAPA	101-4211-42500 Repairs & Maintenance	121 - Fuse Holder	3.32	07/02/2026
STURGIS NAPA	STURGIS NAPA	101-4211-42500 Repairs & Maintenance	121 - OEM Terminals	8.40	07/02/2026
STURGIS NAPA	STURGIS NAPA	101-4211-42500 Repairs & Maintenance	OEM Terminal CREDIT	.84-	07/03/2026
STURGIS NAPA	STURGIS NAPA	101-4211-42500 Repairs & Maintenance	QUICK STRUT & SWAY BAR LINK	406.80	07/07/2026
CBH COOPERATIVE #119343	CBH COOPERATIVE #119343	101-4211-42600 Supplies & Materials	Gas Receipts JUN-26	4,421.75	06/30/2026
CULVER MECHANICS	CULVER MECHANICS	101-4211-42600 Supplies & Materials	Oil Change - Tire Rotation	122.17	07/01/2026
CULVER MECHANICS	CULVER MECHANICS	101-4211-42600 Supplies & Materials	Oil Change - Tire Rotation	118.21	07/15/2026
MASTERCARD	MASTERCARD	101-4211-42600 Supplies & Materials	ADOBE CREDIT	21.23-	07/03/2026
MASTERCARD	MASTERCARD	101-4211-42600 Supplies & Materials	ADOBE AI CREDIT	5.30-	07/03/2026
MASTERCARD	MASTERCARD	101-4211-42600 Supplies & Materials	ADOBE AI	5.30	07/03/2026
MASTERCARD	MASTERCARD	101-4211-42600 Supplies & Materials	ADOBE SUB	21.23	07/03/2026
MASTERCARD	MASTERCARD	101-4211-42600 Supplies & Materials	STURGIS GUNS FEDEX FEES	26.90	07/03/2026
MASTERCARD	MASTERCARD	101-4211-42600 Supplies & Materials	TEAMUNIFORMORDERS.COM RALLY TEES	45.48	07/03/2026
MASTERCARD	MASTERCARD	101-4211-42600 Supplies & Materials	DIXON FLANNEL WORK CLOTHING	153.43	07/03/2026
MASTERCARD	MASTERCARD	101-4211-42600 Supplies & Materials	ELITERACEFAB.COM CANCELLED ORDER - OIL CATCH CAN	477.48	07/03/2026
SUDS, LLC	SUDS, LLC	101-4211-42600 Supplies & Materials	Park Ave - Car Wash	43.23	07/08/2026
THE CORNER STATION	THE CORNER STATION	101-4211-42600 Supplies & Materials	Fuel for Training	30.00	07/08/2026
THE CORNER STATION	THE CORNER STATION	101-4211-42600 Supplies & Materials	Fuel for Training	25.00	07/08/2026
THE CORNER STATION	THE CORNER STATION	101-4211-42600 Supplies & Materials	Fuel for Training	56.43	06/29/2026
FALSE SUMMIT DEFENSE	FALSE SUMMIT DEFENSE	101-4211-42700 Travel	DT Training	300.00	04/21/2026
BLUE PEAK	BLUE PEAK	101-4211-42800 Utilities	Police Department	321.75	07/05/2026
BAY, MICHAEL	BAY, MICHAEL	101-4211-42900 Other	Transport Voucher	30.00	07/09/2026

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
BISHOP, CHRIS	BISHOP, CHRIS	101-4211-42900 Other	Transport Voucher	30.00	07/14/2026
HOPKINS, MEGAN	HOPKINS, MEGAN	101-4211-42900 Other	Transport Voucher	30.00	07/14/2026
MASTERCARD	MASTERCARD	101-4211-42900 Other	PSI EXAMSSCHOOLS UNMANNED AIRCRAT GEN - SMALL UA	175.00	07/03/2026
MASTERCARD	MASTERCARD	101-4211-42900 Other	GAPOUTLET.COM FRAUD TO BE REFUNDED	218.65	07/03/2026
MASTERCARD	MASTERCARD	101-4211-42900 Other	GAPOUTLET.COM FRAUD TO BE REFUNDED	221.63	07/03/2026
MASTERCARD	MASTERCARD	101-4211-42900 Other	GAPOUTLET.COM FRAUD TO BE REFUNDED	223.85	07/03/2026
MEADE COUNTY AUDITOR	MEADE COUNTY AUDITOR	101-4211-42900 Other	LEC Utilities Jun-26	26,016.87	07/02/2026
VANWAY TROPHY & AWARD	VANWAY TROPHY & AWARD	101-4211-42900 Other	8x10 Rally Plaques	414.70	07/07/2026
Total General:				35,989.60	
Total Police:				35,989.60	
Animal Shelter					
General					
CBH COOPERATIVE - #865928	CBH COOPERATIVE - #865928	101-4212-42600 Supplies & Materials	Fuel	64.94	06/10/2026
MASTERCARD	MASTERCARD	101-4212-42600 Supplies & Materials	PETSMART SUPPLIES FOR ANIMALS	555.11	07/03/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4212-42800 Utilities	1141 Otter Rd	415.23	07/02/2026
BLUE PEAK	BLUE PEAK	101-4212-42800 Utilities	Animal Shelter	365.90	07/05/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	101-4212-42800 Utilities	1141 Otter Rd	43.17	07/08/2026
Total General:				1,444.35	
Total Animal Shelter:				1,444.35	
Dispatch					
General					
MEADE COUNTY AUDITOR	MEADE COUNTY AUDITOR	101-4218-42900 Other	DISPATCH JUN-26	8,979.11	07/06/2026
Total General:				8,979.11	
Total Dispatch:				8,979.11	
Fire					
General					
STURGIS NAPA	STURGIS NAPA	101-4229-42500 Repairs & Maintenance	Antifreeze	10.49	07/03/2026
CBH COOPERATIVE #912448	CBH COOPERATIVE #912448	101-4229-42600 Supplies & Materials	Fuel June 2026	426.91	06/30/2026
COCA COLA BOTTLING COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	101-4229-42600 Supplies & Materials	Water	26.00	06/23/2026
STURGIS ACE HARDWARE #3	STURGIS ACE HARDWARE #3	101-4229-42600 Supplies & Materials	Fasteners	5.52	07/03/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4229-42800 Utilities	1920 Ball Park Rd	468.76	07/02/2026
BLUE PEAK	BLUE PEAK	101-4229-42800 Utilities	Fire/Ambulance	125.36	07/05/2026

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	101-4229-42800 Utilities	1901 Ball Park Rd	37.20	07/08/2026
Total General:				1,100.24	
Total Fire:				1,100.24	
Streets					
General					
PI, JR, PETE	PI, JR, PETE	101-4311-42200 Professional Fees	Reimbursement CDL new requirement	43.00	06/26/2026
STURGIS NAPA	STURGIS NAPA	101-4311-42500 Repairs & Maintenance	Battery (3) #91	445.95	06/29/2026
CBH COOPERATIVE #112407	CBH COOPERATIVE #112407	101-4311-42600 Supplies & Materials	85 Oct	3,601.56	07/02/2026
G & H DISTRIBUTING, INC.	G & H DISTRIBUTING, INC.	101-4311-42600 Supplies & Materials	White marking paint	87.96	07/10/2026
G & H DISTRIBUTING, INC.	G & H DISTRIBUTING, INC.	101-4311-42600 Supplies & Materials	Gloves-rally	105.36	07/10/2026
MASTERCARD	MASTERCARD	101-4311-42600 Supplies & Materials	ADOBE SUBS	19.99	07/03/2026
MCGAS PROPANE, LLC	MCGAS PROPANE, LLC	101-4311-42600 Supplies & Materials	Propane for asphalt trailer #329	37.00	07/13/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4311-42800 Utilities	1057 Dudley St #tower	15.14	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4311-42800 Utilities	0 2nd St	28.25	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4311-42800 Utilities	1037 Dudley St	41.14	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4311-42800 Utilities	1039 Dudley St	49.89	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4311-42800 Utilities	1039 Dudley St	113.05	07/02/2026
BIERSCHBACH EQUIPMENT	BIERSCHBACH EQUIPMENT	101-4311-42900 Other	Tube-gray sealant-Deadman Channel	227.40	07/10/2026
CONTRACTOR'S SUPPLY, INC.	CONTRACTOR'S SUPPLY, INC.	101-4311-42900 Other	Recrete & bonding agent-Deadman Channel	418.00	07/09/2026
STURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4311-42900 Other	Fasteners & brushes-Deadman Channel	40.98	07/09/2026
STURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4311-42900 Other	Chalking-Deadman Channel	37.99	07/13/2026
Total General:				5,312.66	
Total Streets:				5,312.66	
Street Lighting					
General					
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	E Ida St Light	7.89	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	100 Canyon View Ct	10.13	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	2804 Dump Rd	11.52	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	1120 Howard St	11.52	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	2111 1/2 Paha Sapa Rd	11.52	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	118 Main St	11.52	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	952 Pineview Dr	13.08	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	1232 Lazelle St	15.00	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	1600 Lazelle St	15.00	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	885 Lazelle St	15.00	07/02/2026

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	1 Vanocker Canyon Rd	15.20	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	50 Anna St	20.23	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	650 Lazelle	30.94	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	2217 Junction Ave	34.08	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	Pine View	34.96	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	0 Vanocker Canyon Rd	35.47	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	800 Junction Ave	38.12	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	8625 Sly Hill	41.66	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	8516 Sly Hill Rd (street light)	45.07	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	1341 Lazelle St	46.36	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	1300 Junction Ave	50.67	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	Quartzite Drive	58.27	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	2423 Lazelle St	62.10	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	120 Main St	74.56	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	1920 Ball Park Rd	76.05	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	E Main & Middle St	86.23	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	902 2nd St	108.77	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	2617 Meadows Dr	111.51	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	Davenport St Lights	116.53	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	0 SD Hwy 34	143.23	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	942 8th St	147.73	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	0 Sly St	148.14	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	741 Lazelle St	170.74	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	2877 Dickson Dr	222.13	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	4200 S Baldwin St	515.54	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4316-42800 Utilities	1300 Meade Ave	8,166.64	07/02/2026
BUTTE ELECTRIC	BUTTE ELECTRIC	101-4316-42800 Utilities	Utilities June 2026	865.86	07/01/2026

Total General:

11,588.97

Total Street Lighting:

11,588.97

Sanitary Service**Sanitary Service**

A & J SURPLUS	A & J SURPLUS	612-4323-42500 Repairs & Maintenance	Cutting disc, pipe & metal for repairs #311	44.90	07/07/2026
LAWSON PRODUCTS, INC.	LAWSON PRODUCTS, INC.	612-4323-42500 Repairs & Maintenance	50ft hose	979.00	06/30/2026
GREAT WESTERN TIRE COMPANY	GREAT WESTERN TIRE COMPANY	612-4323-42600 Supplies & Materials	Flat repair #311	32.95	06/29/2026
LYNN'S DAKOTAMART-STURGIS	LYNN'S DAKOTAMART-STURGIS	612-4323-42600 Supplies & Materials	Water, TP & paper towels	52.75	07/02/2026
MASTERCARD	MASTERCARD	612-4323-42600 Supplies & Materials	STARLINK INTERNET SUBS	55.00	07/03/2026
MASTERCARD	MASTERCARD	612-4323-42600 Supplies & Materials	SQUARE HARDWARE AT LANDFILL	348.34	07/03/2026
MASTERCARD	MASTERCARD	612-4323-42600 Supplies & Materials	STARLINK INTERNET RUBBLE SITE HARDWARE	569.23	07/03/2026

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
BLACK HILLS ENERGY	BLACK HILLS ENERGY	612-4323-42800 Utilities	590 Marshall St	15.00	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	612-4323-42800 Utilities	20486 Avalanche Rd	15.00	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	612-4323-42800 Utilities	20492 Avalanche Rd	84.84	07/02/2026
CITY OF BELLE FOURCHE	CITY OF BELLE FOURCHE	612-4323-42900 Other	April landfill tickets-rec'd invoice 7-13-2026	26,976.64	07/13/2026
CITY OF BELLE FOURCHE	CITY OF BELLE FOURCHE	612-4323-42900 Other	May landfill tickets - rec'd invoice 7-13-2026	26,973.32	07/13/2026
KIEFFER SANITATION	KIEFFER SANITATION	612-4323-42900 Other	May cardboard	200.00	06/01/2026
KIEFFER SANITATION	KIEFFER SANITATION	612-4323-42900 Other	Cardboard	200.00	07/01/2026
KIEFFER SANITATION	KIEFFER SANITATION	612-4323-42900 Other	June garbage service	85,423.84	07/01/2026
Total Sanitary Service:				141,970.81	
Total Sanitary Service:				141,970.81	

Wastewater Facilities**Wastewater Facilities**

CONSTRUCTION INDUSTRY CENTER	CONSTRUCTION INDUSTRY CENTER	604-4325-42200 Professional Fees	Annual membership dues split w Water 7-1-2026 to 6-30-2027	225.00	07/01/2026
INLAND TRUCK PARTS	INLAND TRUCK PARTS	604-4325-42500 Repairs & Maintenance	Hydraulics-air shaft cylinder, switch & labor #18	1,829.74	07/09/2026
MASTERCARD	MASTERCARD	604-4325-42500 Repairs & Maintenance	DENNIS SUPPLY CO BLOWER MOTOR & OVAL CAPACITOR	258.44	07/03/2026
G & H DISTRIBUTING, INC.	G & H DISTRIBUTING, INC.	604-4325-42600 Supplies & Materials	Green & orange marking paint	170.29	07/10/2026
MASTERCARD	MASTERCARD	604-4325-42600 Supplies & Materials	ZOOM.COM MONTHLY SUBS	16.99	07/03/2026
MASTERCARD	MASTERCARD	604-4325-42600 Supplies & Materials	GOTO ANNUAL SUBS	203.90	07/03/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	604-4325-42800 Utilities	0 SD Hwy 34	16.99	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	604-4325-42800 Utilities	1 SD Hwy 34	193.42	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	604-4325-42800 Utilities	0 SD Hwy 79	226.12	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	604-4325-42800 Utilities	0 SD Hwy 34	707.77	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	604-4325-42800 Utilities	20555 Glencoe Dr	7,856.80	07/02/2026
BLUE PEAK	BLUE PEAK	604-4325-42800 Utilities	Wastewater	537.07	07/05/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	604-4325-42800 Utilities	19550 Glencoe Dr	63.24	07/08/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	604-4325-42800 Utilities	Glencoe Dr	65.20	07/08/2026
KIEFFER SANITATION	KIEFFER SANITATION	604-4325-42900 Other	Container rental WWTP	706.90	07/01/2026
TRUGREEN	TRUGREEN	604-4325-42900 Other	Weed control WWTP	396.90	06/30/2026
ADVANCED ENGINEERING & ENVIRONMENT	ADVANCED ENGINEERING & ENVIRO	604-4325-43700 Capital Improvement	Dudley Corridor Sliplining	4,410.70	07/07/2026
Total Wastewater Facilities:				17,885.47	
Total Wastewater Facilities:				17,885.47	

Water System Operations**Water System Operations**

CONSTRUCTION INDUSTRY CENTER	CONSTRUCTION INDUSTRY CENTER	602-4330-42200 Professional Fees	Annual membership dues split w Wastewater 7-1-2026 to 6-30-2027	225.00	07/01/2026
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Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
SOUTH DAKOTA 811	SOUTH DAKOTA 811	602-4330-42200 Professional Fees	SD 811 Subscription	129.92	06/30/2026
DAKOTA PUMP, INC.	DAKOTA PUMP, INC.	602-4330-42500 Repairs & Maintenance	Excise tax on invoice 12591 paid 7-6-2026	6.61	06/22/2026
MASTERCARD	MASTERCARD	602-4330-42500 Repairs & Maintenance	CITY OF STURGIS TEST WATERMAN	5.00	07/03/2026
CORE & MAIN LLP	CORE & MAIN LLP	602-4330-42600 Supplies & Materials	Touch pad, smart point & cables-meters	5,948.90	06/24/2026
FERGUSON WATERWORKS #2516	FERGUSON WATERWORKS #2516	602-4330-42600 Supplies & Materials	20ft extension ladder	349.00	07/02/2026
NORTHWEST PIPE FITTINGS	NORTHWEST PIPE FITTINGS	602-4330-42600 Supplies & Materials	Screen mesh strainer Well 8	36.18	06/26/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	602-4330-42800 Utilities	501 Pine View	39.23	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	602-4330-42800 Utilities	1214 Industry Rd	41.93	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	602-4330-42800 Utilities	1301 9th St	46.31	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	602-4330-42800 Utilities	2201 Bluebell Dr	58.65	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	602-4330-42800 Utilities	1406 Pine View Rd	62.40	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	602-4330-42800 Utilities	624 14th St	66.11	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	602-4330-42800 Utilities	600 13th St	76.68	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	602-4330-42800 Utilities	2901 Vanocker	114.40	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	602-4330-42800 Utilities	952 Pineview Dr	183.13	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	602-4330-42800 Utilities	2901 Vanocker	1,000.01	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	602-4330-42800 Utilities	501 Pine View	8,075.77	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	602-4330-42800 Utilities	1777 Ball Park Rd	9,572.91	07/02/2026
BLUE PEAK	BLUE PEAK	602-4330-42800 Utilities	Well #8	117.99	07/05/2026
BUTTE ELECTRIC	BUTTE ELECTRIC	602-4330-42800 Utilities	Utilities June 2026	2,288.74	07/01/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	602-4330-42800 Utilities	2901 Vanocker Dr	24.82	07/08/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	602-4330-42800 Utilities	625 14th St	24.82	07/08/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	602-4330-42800 Utilities	3439 Whitewood Rd	24.82	07/08/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	602-4330-42800 Utilities	1214 Industry Rd	24.82	07/08/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	602-4330-42800 Utilities	1301 9th St	24.82	07/08/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	602-4330-42800 Utilities	501 Pine View Dr	27.79	07/08/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	602-4330-42800 Utilities	2901 Vanocker Dr	63.89	07/08/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	602-4330-42800 Utilities	501 Pine View Dr	437.07	07/08/2026
FOTH INFRASTRUCTURE & ENVIRONMENT, RCS CONSTRUCTION, INC.	FOTH INFRASTRUCTURE & ENVIRON RCS CONSTRUCTION, INC.	602-4330-43700 Capital Improvement	Well 8 Final	16,282.50	07/14/2026
		602-4330-43700 Capital Improvement	Well 8	329,291.10	07/06/2026
Total Water System Operations:				374,671.32	
Total Water System Operations:				374,671.32	
Airport					
General					
DOOLEY'S PETROLEUM INC	DOOLEY'S PETROLEUM INC	101-4350-42600 Supplies & Materials	AV gas	28,675.84	07/12/2026
BEAR BUTTE VALLEY WATER, INC.	BEAR BUTTE VALLEY WATER, INC.	101-4350-42800 Utilities	Utilities June 2026	123.85	06/30/2026
BLUE PEAK	BLUE PEAK	101-4350-42800 Utilities	Airport	63.97	07/05/2026
WEST RIVER ELECTRIC ASSN	WEST RIVER ELECTRIC ASSN	101-4350-42800 Utilities	Utilities June 2026	627.53	06/30/2026

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Total General:				29,491.19	
Total Airport:				29,491.19	
Cemetery					
General					
RAMAKER & ASSOCIATES, INC.	RAMAKER & ASSOCIATES, INC.	101-4370-42200 Professional Fees	CIMS Cloud Hosting & Tech Support	2,182.95	07/06/2026
Total General:				2,182.95	
Total Cemetery:				2,182.95	
Ambulance					
Ambulance					
PCC AMBULANCE BILLING SERVICE	PCC AMBULANCE BILLING SERVICE	644-4460-42200 Professional Fees	Ambulance Billing March 2026	7,890.24	03/31/2026
SANFORD HEALTH OCCMED	SANFORD HEALTH OCCMED	644-4460-42200 Professional Fees	Drug Testing Harvey, L	100.00	05/29/2026
JACOBS AUTO REPAIR	JACOBS AUTO REPAIR	644-4460-42500 Repairs & Maintenance	Oil Change 2021 Ford	133.57	06/30/2026
A & B WELDING CO, INC.	A & B WELDING CO, INC.	644-4460-42600 Supplies & Materials	Oxygen	70.30	06/30/2026
A & B WELDING CO, INC.	A & B WELDING CO, INC.	644-4460-42600 Supplies & Materials	Oxygen	181.65	06/20/2026
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	644-4460-42600 Supplies & Materials	Paper towels/toilet paper	129.11	07/10/2026
CBH COOPERATIVE #912448	CBH COOPERATIVE #912448	644-4460-42600 Supplies & Materials	Fuel June 2026	1,648.18	06/30/2026
CENTURY BUSINESS PRODUCTS, INC	CENTURY BUSINESS PRODUCTS, INC	644-4460-42600 Supplies & Materials	Copier lease/Copies	376.71	07/13/2026
COCA COLA BOTTLING COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	644-4460-42600 Supplies & Materials	Water	26.00	06/23/2026
MASTERCARD	MASTERCARD	644-4460-42600 Supplies & Materials	AMAZON CREDIT ON MEDICAL SUPPLIES	98.00-	07/03/2026
MASTERCARD	MASTERCARD	644-4460-42600 Supplies & Materials	USPS POSTAGE	13.65	07/03/2026
MASTERCARD	MASTERCARD	644-4460-42600 Supplies & Materials	AMAZON MEDICAL SUPPLIES	60.97	07/03/2026
MASTERCARD	MASTERCARD	644-4460-42600 Supplies & Materials	AMAZON MEDICAL SUPPLIES	68.78	07/03/2026
MASTERCARD	MASTERCARD	644-4460-42600 Supplies & Materials	AMAZON MEDICAL SUPPLIES	115.90	07/03/2026
MASTERCARD	MASTERCARD	644-4460-42600 Supplies & Materials	AMAZON MEDICAL SUPPLIES	120.90	07/03/2026
MASTERCARD	MASTERCARD	644-4460-42600 Supplies & Materials	PHOENIX UNIFORMS RATHERT UNIF ALLOW	195.68	07/03/2026
MASTERCARD	MASTERCARD	644-4460-42600 Supplies & Materials	PHOENIX UNIFORMS LAURA UNIFORM ALLOW	209.98	07/03/2026
MASTERCARD	MASTERCARD	644-4460-42600 Supplies & Materials	BOUND TREE MEDICAL SUPPLIES	667.25	07/03/2026
MASTERCARD	MASTERCARD	644-4460-42600 Supplies & Materials	BOUND TREE MEDICAL SUPPLIES	888.29	07/03/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	644-4460-42800 Utilities	1920 Ball Park Rd	468.76	07/02/2026
BLUE PEAK	BLUE PEAK	644-4460-42800 Utilities	Ambulance/Fire	125.36	07/05/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	644-4460-42800 Utilities	1901 Ball Park Rd	37.20	07/08/2026
Total Ambulance:				13,430.48	

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Total Ambulance:				13,430.48	
Community Center					
General					
MASTERCARD	MASTERCARD	101-4511-42200 Professional Fees	VSP SOFTWARE HOSTING FEES	617.55	07/03/2026
RASMUSSEN MECHANICAL SERVICES INC.	RASMUSSEN MECHANICAL SERVICE	101-4511-42500 Repairs & Maintenance	Chiller one	365.70	07/01/2026
STURGIS ACE HARDWARE #3	STURGIS ACE HARDWARE #3	101-4511-42500 Repairs & Maintenance	Delta cartridge	41.99	07/07/2026
STURGIS ACE HARDWARE #3	STURGIS ACE HARDWARE #3	101-4511-42500 Repairs & Maintenance	delta cartridge	74.99	07/07/2026
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	101-4511-42600 Supplies & Materials	foam away/chlorine	402.06	07/02/2026
LYNN'S DAKOTAMART-STURGIS	LYNN'S DAKOTAMART-STURGIS	101-4511-42600 Supplies & Materials	candy for swim lessons	22.28	07/02/2026
MASTERCARD	MASTERCARD	101-4511-42600 Supplies & Materials	AMAZON REPL BELT STRAPS	9.99	07/03/2026
MASTERCARD	MASTERCARD	101-4511-42600 Supplies & Materials	AMAZON BOOKS	44.97	07/03/2026
RUSHMORE OFFICE SUPPLY	RUSHMORE OFFICE SUPPLY	101-4511-42600 Supplies & Materials	white out/pens/staples/copy paper	142.48	06/30/2026
RUSHMORE OFFICE SUPPLY	RUSHMORE OFFICE SUPPLY	101-4511-42600 Supplies & Materials	file folders/post it notes/stapler	75.50	07/07/2026
STURGIS ACE HARDWARE #3	STURGIS ACE HARDWARE #3	101-4511-42600 Supplies & Materials	fan/led bulbs	69.98	07/06/2026
STURGIS ACE HARDWARE #3	STURGIS ACE HARDWARE #3	101-4511-42600 Supplies & Materials	return LED bulbs	19.99-	07/06/2026
STURGIS ACE HARDWARE #3	STURGIS ACE HARDWARE #3	101-4511-42600 Supplies & Materials	delta cartridge/batteries	12.01-	07/07/2026
MASTERCARD	MASTERCARD	101-4511-42700 Travel	AMERICAN RED CROSS LIFE GUARD CERTIFICATIONS	288.00	07/03/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4511-42800 Utilities	1403 Lazelle St	10.75	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4511-42800 Utilities	1403 Lazelle St	120.05	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4511-42800 Utilities	113 Comanche Rd	133.05	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4511-42800 Utilities	113 Comanche Rd	154.51	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4511-42800 Utilities	1401 Lazelle St	9,884.82	07/02/2026
BLUE PEAK	BLUE PEAK	101-4511-42800 Utilities	Community Center	625.31	07/05/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	101-4511-42800 Utilities	1401 Lazelle St	3,407.45	07/08/2026
MASTERCARD	MASTERCARD	101-4511-43410 Furniture & Minor Equi	AMAZON MATS/AB ROLLER	37.97	07/03/2026
MASTERCARD	MASTERCARD	101-4511-43410 Furniture & Minor Equi	SWIMOUTLET.COM DUMBBELL WATER WEIGHTS	254.22	07/03/2026
MASTERCARD	MASTERCARD	101-4511-43410 Furniture & Minor Equi	AMAZON FURNITURE FOR LOBBY	365.97	07/03/2026
K T CONNECTIONS, INC.	K T CONNECTIONS, INC.	101-4511-45200 Merchandise for Resal	24/7 key fobs	659.00	06/01/2026
Total General:				17,776.59	
Total Community Center:				17,776.59	
Recreation					
General					
BRUCH, DONNI	BRUCH, DONNI	101-4512-42200 Professional Fees	Youth Volleyball Officials	2,000.00	07/01/2026
USA SOFTBALL OF SD	USA SOFTBALL OF SD	101-4512-42200 Professional Fees	team registration	250.00	06/22/2026
MASTERCARD	MASTERCARD	101-4512-42600 Supplies & Materials	AMAZON SOFTBALLS	86.99	07/03/2026
MASTERCARD	MASTERCARD	101-4512-42600 Supplies & Materials	SWIMOUTLET.COM KICKBOARDS POOL AREA	326.40	07/03/2026

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
STURGIS ACE HARDWARE #3	STURGIS ACE HARDWARE #3	101-4512-42600 Supplies & Materials	padlocks	13.99	07/01/2026
TOM'S T'S	TOM'S T'S	101-4512-42600 Supplies & Materials	Softball t's	150.82	06/19/2026
Total General:				2,828.20	
Total Recreation:				2,828.20	
Park					
General					
KING, CODY	KING, CODY	101-4520-42200 Professional Fees	Reimbursement for new CDL requirement	43.00	05/08/2026
TRUGREEN	TRUGREEN	101-4520-42200 Professional Fees	Weed control multiple city parks	4,950.42	06/30/2026
CENTRAL STATES SANITATION	CENTRAL STATES SANITATION	101-4520-42500 Repairs & Maintenance	Airport 3-1 to 5-24 1 unit	360.00	05/26/2026
CENTRAL STATES SANITATION	CENTRAL STATES SANITATION	101-4520-42500 Repairs & Maintenance	Comm. gardens 2 units 5-3 to 5-31	240.00	05/26/2026
CENTRAL STATES SANITATION	CENTRAL STATES SANITATION	101-4520-42500 Repairs & Maintenance	Harley Way 2 units 5-3 to 5-31 2026	240.00	05/26/2026
CENTRAL STATES SANITATION	CENTRAL STATES SANITATION	101-4520-42500 Repairs & Maintenance	Cemetery 1 Unit 5-3 to 5-31-2026	120.00	05/26/2026
CENTRAL STATES SANITATION	CENTRAL STATES SANITATION	101-4520-42500 Repairs & Maintenance	BMX 1 Unit 5-3 to 5-31-2026	120.00	05/26/2026
RUNNINGS SUPPLY INC	RUNNINGS SUPPLY INC	101-4520-42500 Repairs & Maintenance	Weed trimmer line	33.99	07/08/2026
STURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4520-42500 Repairs & Maintenance	Fasteners for flag poles at Rally Point (9)	6.21	07/08/2026
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	101-4520-42600 Supplies & Materials	Urinal screens, tissue, TP disinfectant & trash liners	680.75	07/02/2026
NORTHWEST PIPE FITTINGS	NORTHWEST PIPE FITTINGS	101-4520-42600 Supplies & Materials	Sprinkler parts	973.56	07/01/2026
STURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4520-42600 Supplies & Materials	Soccer fd plumbing	17.99	06/29/2026
STURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4520-42600 Supplies & Materials	Starline park irrigation	50.56	06/29/2026
STURGIS ACE HARDWARE #1	STURGIS ACE HARDWARE #1	101-4520-42600 Supplies & Materials	Blades-picnic tables	19.99	07/01/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	1303 1/2 Ball Park Rd	10.75	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	830 6th St	11.52	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	401 City Park Rd	12.46	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	2820 Starline Ave	15.00	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	1730 Ball Park Rd	15.00	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	1910 Ball Park Rd	16.07	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	830 6th St	19.55	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	405 City Park Rd	21.49	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	401 1/2 City Park Rd	25.54	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	591 Lazelle St	28.41	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	1301 Ball Park Rd	28.70	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	913 Woodland Dr	35.04	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	405 City Park Rd	36.69	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	405 City Park Rd	69.70	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	1870 Ball Park Rd	74.53	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	606 City Park Rd	75.17	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	1301 Ball Park Rd	98.95	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	500 6th St	111.57	07/02/2026

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	1510 Ball Park Rd	152.19	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	216 Ball Park Rd	154.33	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4520-42800 Utilities	1930 1/2 Ball Park Rd.	256.45	07/02/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	101-4520-42800 Utilities	830 6th St	24.82	07/08/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	101-4520-42800 Utilities	1870 Ball Park Rd	24.82	07/08/2026
Total General:				9,175.22	
Total Park:				9,175.22	
Library					
General					
BLACK HILLS PIONEER	BLACK HILLS PIONEER	101-4551-42600 Supplies & Materials	BHP Subscription	326.75	07/08/2026
LYNN'S DAKOTAMART-STURGIS	LYNN'S DAKOTAMART-STURGIS	101-4551-42600 Supplies & Materials	Ice	4.98	07/13/2026
MASTERCARD	MASTERCARD	101-4551-42600 Supplies & Materials	AMAZON PROG PRIZE FOR DINO TRIVIA CONTEST	10.00	07/03/2026
MASTERCARD	MASTERCARD	101-4551-42600 Supplies & Materials	AMAZON SUMMER READING PROG KICKOFF PARTY	30.88	07/03/2026
MASTERCARD	MASTERCARD	101-4551-42600 Supplies & Materials	RED HERRING GAMES ADULT PROG SUPPLIES	61.65	07/03/2026
MASTERCARD	MASTERCARD	101-4551-42600 Supplies & Materials	AMAZON COMP SUPP READER FOR CIRC	71.99	07/03/2026
MASTERCARD	MASTERCARD	101-4551-42600 Supplies & Materials	AMAZON OFF SUPP - ENVELOPES PROG SUPP	88.99	07/03/2026
MASTERCARD	MASTERCARD	101-4551-42600 Supplies & Materials	WAL-MART OFF SUPP CLEANING SUPP JUV PROG	135.00	07/03/2026
RAPID CITY JOURNAL	RAPID CITY JOURNAL	101-4551-42600 Supplies & Materials	RCJ	773.39	07/07/2026
THOMSON REUTERS	THOMSON REUTERS	101-4551-42600 Supplies & Materials	Codified Laws pockets	374.70	06/23/2026
BLUE PEAK	BLUE PEAK	101-4551-42800 Utilities	Library	406.31	07/05/2026
Total General:				2,284.64	
Total Library:				2,284.64	
Auditorium					
General					
MASTERCARD	MASTERCARD	101-4560-42200 Professional Fees	SIMPLISAFE SURVEILLANCE CAMERA	37.16	07/03/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	101-4560-42800 Utilities	1023 Main St	500.14	07/02/2026
BLUE PEAK	BLUE PEAK	101-4560-42800 Utilities	Auditorium	109.49	07/05/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	101-4560-42800 Utilities	1019 Main St	63.24	07/08/2026
Total General:				710.03	
Total Auditorium:				710.03	

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
Liquor					
MASTERCARD	MASTERCARD	601-4990-42200 Professional Fees	COUNTERPOINT PROF FEES SALES FEES	128.64	07/03/2026
MASTERCARD	MASTERCARD	601-4990-42200 Professional Fees	COUNTERPOINT PROF FEES POS SYSTEM MONTHLY SUPP FEES	154.35	07/03/2026
MASTERCARD	MASTERCARD	601-4990-42200 Professional Fees	LPA RETAIL PROF FEES MONTHLY HOSTING FEES	1,470.00	07/03/2026
BLACK HILLS PIONEER	BLACK HILLS PIONEER	601-4990-42300 Publishing	Advertising Rally Edition	520.00	06/13/2026
CITY APPWORKS	CITY APPWORKS	601-4990-42300 Publishing	Rally Advertising	600.00	07/15/2026
RIVERFRONT BROADCASTING, LLC	RIVERFRONT BROADCASTING, LLC	601-4990-42300 Publishing	radio ads	627.30	05/31/2026
RIVERFRONT BROADCASTING, LLC	RIVERFRONT BROADCASTING, LLC	601-4990-42300 Publishing	Radio ads	627.30	06/30/2026
RIVERFRONT BROADCASTING, LLC	RIVERFRONT BROADCASTING, LLC	601-4990-42300 Publishing	Radio Ads	627.30	06/30/2026
HAGEN GLASS	HAGEN GLASS	601-4990-42500 Repairs & Maintenance	Rep/Maint Exterior Doors	9,104.10	06/02/2026
RASMUSSEN MECHANICAL SERVICES INC.	RASMUSSEN MECHANICAL SERVICE	601-4990-42500 Repairs & Maintenance	Repair/Cooler	997.58	06/05/2026
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	601-4990-42600 Supplies & Materials	paper bags	138.22	10/09/2025
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	601-4990-42600 Supplies & Materials	paper bags	57.98	12/18/2025
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	601-4990-42600 Supplies & Materials	paper bags	26.94	03/17/2026
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	601-4990-42600 Supplies & Materials	paper bags	26.94	03/17/2026
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	601-4990-42600 Supplies & Materials	paper bags	215.30	04/17/2026
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	601-4990-42600 Supplies & Materials	Bags	186.91	06/25/2026
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	601-4990-42600 Supplies & Materials	Bags	133.82	07/02/2026
BLACK HILLS CHEMICAL	BLACK HILLS CHEMICAL	601-4990-42600 Supplies & Materials	Bags	188.87	07/10/2026
CBH COOPERATIVE - #865928	CBH COOPERATIVE - #865928	601-4990-42600 Supplies & Materials	Fuel	63.99	06/18/2026
CBH COOPERATIVE - #865928	CBH COOPERATIVE - #865928	601-4990-42600 Supplies & Materials	Fuel	35.15	07/10/2026
COCA COLA BOTTLING COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	601-4990-42600 Supplies & Materials	Supplies	16.00	06/29/2026
COCA COLA BOTTLING COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	601-4990-42600 Supplies & Materials	RTV water	7.00-	06/29/2026
MASTERCARD	MASTERCARD	601-4990-42600 Supplies & Materials	AMAZON SIX PACK RINGS	36.00	07/03/2026
RUSHMORE OFFICE SUPPLY	RUSHMORE OFFICE SUPPLY	601-4990-42600 Supplies & Materials	Bags	99.98	07/02/2026
RUSHMORE OFFICE SUPPLY	RUSHMORE OFFICE SUPPLY	601-4990-42600 Supplies & Materials	Supplies	8.69	07/10/2026
STURGIS ACE HARDWARE #3	STURGIS ACE HARDWARE #3	601-4990-42600 Supplies & Materials	Tools/Supplies	9.99	07/14/2026
BADLANDS DISTILLERY, LLC	BADLANDS DISTILLERY, LLC	601-4990-42620 Off Sale Liquor	Liquor	920.88	06/30/2026
BLACKFORK SPIRITS LLC	BLACKFORK SPIRITS LLC	601-4990-42620 Off Sale Liquor	Liquor	357.40	07/02/2026
CASK & CORK	CASK & CORK	601-4990-42620 Off Sale Liquor	Liquor	592.66	06/23/2026
CASK & CORK	CASK & CORK	601-4990-42620 Off Sale Liquor	Liquor	801.77	06/30/2026
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42620 Off Sale Liquor	Liquor	22,181.30	06/24/2026
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42620 Off Sale Liquor	Liquor	7,768.52	06/24/2026
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42620 Off Sale Liquor	Liquor	1,638.75	06/24/2026
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42620 Off Sale Liquor	Liquor	61.25	06/26/2026
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42620 Off Sale Liquor	Liquor	3,042.32	06/29/2026
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42620 Off Sale Liquor	Liquor	226.25	06/30/2026
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42620 Off Sale Liquor	Liquor	489.75	06/30/2026
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42620 Off Sale Liquor	Liquor	14,756.26	07/01/2026

Vendor Name	Merchant Name	GL Account and Title	Description	Net Invoice Amount	Invoice Date
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42620 Off Sale Liquor	Liquor	12,335.27	07/08/2026
QUALITY BRANDS OF THE BLACK HILLS	QUALITY BRANDS OF THE BLACK HIL	601-4990-42620 Off Sale Liquor	Liquor	1,999.10	07/01/2026
REPUBLIC BEVERAGE COMPANY	REPUBLIC BEVERAGE COMPANY	601-4990-42620 Off Sale Liquor	Liquor	460.90	06/30/2026
REPUBLIC BEVERAGE COMPANY	REPUBLIC BEVERAGE COMPANY	601-4990-42620 Off Sale Liquor	Liquor	1,303.47	07/01/2026
REPUBLIC BEVERAGE COMPANY	REPUBLIC BEVERAGE COMPANY	601-4990-42620 Off Sale Liquor	Liquor	3,586.88	07/07/2026
REPUBLIC BEVERAGE COMPANY	REPUBLIC BEVERAGE COMPANY	601-4990-42620 Off Sale Liquor	Liquor	23.20	07/08/2026
SCHADE VINEYARD, INC.	SCHADE VINEYARD, INC.	601-4990-42620 Off Sale Liquor	Liquor	312.00	06/23/2026
SOUTHERN GLAZER'S OF SD	SOUTHERN GLAZER'S OF SD	601-4990-42620 Off Sale Liquor	Liquor	6,285.85	07/01/2026
SOUTHERN GLAZER'S OF SD	SOUTHERN GLAZER'S OF SD	601-4990-42620 Off Sale Liquor	Liquor	2,490.00	07/01/2026
SOUTHERN GLAZER'S OF SD	SOUTHERN GLAZER'S OF SD	601-4990-42620 Off Sale Liquor	Liquor	242.96	07/01/2026
SOUTHERN GLAZER'S OF SD	SOUTHERN GLAZER'S OF SD	601-4990-42620 Off Sale Liquor	Liquor	576.00	07/01/2026
BLACK HILLS SNACKS	BLACK HILLS SNACKS	601-4990-42640 Snacks for Resale	Snacks	335.25	06/25/2026
BLACK HILLS SNACKS	BLACK HILLS SNACKS	601-4990-42640 Snacks for Resale	Snacks	111.90	07/08/2026
CASH-WA DISTRIBUTING, INC.	CASH-WA DISTRIBUTING, INC.	601-4990-42640 Snacks for Resale	Snacks	76.68	06/23/2026
CASH-WA DISTRIBUTING, INC.	CASH-WA DISTRIBUTING, INC.	601-4990-42640 Snacks for Resale	Snacks	63.75	07/06/2026
DAKOTA'S BEST	DAKOTA'S BEST	601-4990-42640 Snacks for Resale	Snacks	39.00	04/02/2026
DAKOTA'S BEST	DAKOTA'S BEST	601-4990-42640 Snacks for Resale	Snacks	81.00	06/25/2026
SCHADE VINEYARD, INC.	SCHADE VINEYARD, INC.	601-4990-42640 Snacks for Resale	RTV-Snacks	127.20-	06/25/2026
ADMIRAL BEVERAGE CORP	ADMIRAL BEVERAGE CORP	601-4990-42650 Pop for Resale	Pop	123.49	06/19/2026
COCA COLA BOTTLING COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	601-4990-42650 Pop for Resale	Pop	299.00	06/01/2026
COCA COLA BOTTLING COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	601-4990-42650 Pop for Resale	RTV-Pop	10.00-	06/01/2026
COCA COLA BOTTLING COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	601-4990-42650 Pop for Resale	Pop	504.50	06/29/2022
COCA COLA BOTTLING COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	601-4990-42650 Pop for Resale	RTV Pop	20.00-	06/29/2026
COCA COLA BOTTLING COMPANY HIGH CO	COCA COLA BOTTLING COMPANY HI	601-4990-42650 Pop for Resale	Pop	681.50	07/07/2026
QUALITY BRANDS OF THE BLACK HILLS	QUALITY BRANDS OF THE BLACK HIL	601-4990-42650 Pop for Resale	Pop	124.00	07/01/2026
ADMIRAL BEVERAGE CORP	ADMIRAL BEVERAGE CORP	601-4990-42660 Off Sale Beer	Original invoice shorted	500.00	04/21/2026
ADMIRAL BEVERAGE CORP	ADMIRAL BEVERAGE CORP	601-4990-42660 Off Sale Beer	Beer	3,974.55	06/26/2026
ADMIRAL BEVERAGE CORP	ADMIRAL BEVERAGE CORP	601-4990-42660 Off Sale Beer	Beer	4,809.75	06/30/2026
ADMIRAL BEVERAGE CORP	ADMIRAL BEVERAGE CORP	601-4990-42660 Off Sale Beer	Beer	4,127.25	07/03/2026
ADMIRAL BEVERAGE CORP	ADMIRAL BEVERAGE CORP	601-4990-42660 Off Sale Beer	Beer	27.10	06/07/2026
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42660 Off Sale Beer	Beer	101.50	06/24/2026
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-42660 Off Sale Beer	Beer	135.00	07/01/2026
QUALITY BRANDS OF THE BLACK HILLS	QUALITY BRANDS OF THE BLACK HIL	601-4990-42660 Off Sale Beer	Beer	173.00	07/01/2026
QUALITY BRANDS OF THE BLACK HILLS	QUALITY BRANDS OF THE BLACK HIL	601-4990-42660 Off Sale Beer	Beer	13,374.85	07/01/2026
QUALITY BRANDS OF THE BLACK HILLS	QUALITY BRANDS OF THE BLACK HIL	601-4990-42660 Off Sale Beer	Beer	114.00	07/02/2026
SAWYER BREWING CO	SAWYER BREWING CO	601-4990-42660 Off Sale Beer	RTV Beer	10.00-	07/02/2026
SAWYER BREWING CO	SAWYER BREWING CO	601-4990-42660 Off Sale Beer	Beer	244.00	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	601-4990-42800 Utilities	1075 Lazelle St	24.74	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	601-4990-42800 Utilities	1075 Lazelle St	1,602.50	07/02/2026
BLUE PEAK	BLUE PEAK	601-4990-42800 Utilities	Liquor Store	409.65	07/05/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	601-4990-42800 Utilities	1075 Lazelle St	26.60	07/08/2026

Vendor Name	Merchant Name	GL Account and Title			Description	Net Invoice Amount	Invoice Date
CASH-WA DISTRIBUTING, INC.	CASH-WA DISTRIBUTING, INC.	601-4990-45200	Merchandise for Resal	Misc.		118.78	06/23/2026
CASH-WA DISTRIBUTING, INC.	CASH-WA DISTRIBUTING, INC.	601-4990-45200	Merchandise for Resal	Misc.		342.29	07/06/2026
CASK & CORK	CASK & CORK	601-4990-45200	Merchandise for Resal	Misc.		267.33	06/23/2026
CASK & CORK	CASK & CORK	601-4990-45200	Merchandise for Resal	Misc.		1,040.54	06/30/2026
JOHNSON WESTERN WHOLESALE	JOHNSON WESTERN WHOLESALE	601-4990-45200	Merchandise for Resal	Misc.		376.00	06/24/2026
TWICE THE ICE	TWICE THE ICE	601-4990-45200	Merchandise for Resal	Misc.		199.65	07/03/2026
CASH-WA DISTRIBUTING, INC.	CASH-WA DISTRIBUTING, INC.	601-4990-45210	Cigarettes for Resale	Cigarettes		968.63	06/23/2026
CASH-WA DISTRIBUTING, INC.	CASH-WA DISTRIBUTING, INC.	601-4990-45210	Cigarettes for Resale	Cigarettes		1,565.22	07/06/2026
DAKOTA'S BEST	DAKOTA'S BEST	601-4990-45210	Cigarettes for Resale	Cigarettes		217.50	04/02/2026
DAKOTA'S BEST	DAKOTA'S BEST	601-4990-45210	Cigarettes for Resale	Cigarettes		990.00	06/25/2026
CASH-WA DISTRIBUTING, INC.	CASH-WA DISTRIBUTING, INC.	601-4990-45220	Tobacco for Resale	Tobacco		356.68	06/23/2026
CASH-WA DISTRIBUTING, INC.	CASH-WA DISTRIBUTING, INC.	601-4990-45220	Tobacco for Resale	Tobacco		294.38	07/06/2026
Total Liquor:						137,201.45	
Total Liquor:						137,201.45	
Misc Expenditures							
Special Sales Tax							
BLACK HILLS ENERGY	BLACK HILLS ENERGY	211-9000-42800	Utilities		1211 Main St	136.16	07/02/2026
BLACK HILLS ENERGY	BLACK HILLS ENERGY	211-9000-42800	Utilities		1211 Main St	225.91	07/02/2026
BLUE PEAK	BLUE PEAK	211-9000-42800	Utilities		HD Rally Point	330.35	07/05/2026
MONTANA DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	211-9000-42800	Utilities		985 Harley-Davidson Way	34.36	07/08/2026
Total Special Sales Tax:						726.78	
Capital Improvement							
ADVANCED ENGINEERING & ENVIRONMENT	ADVANCED ENGINEERING & ENVIRO	212-9000-43300	Improvements		Moose Drive Reconstruction	1,192.50	07/07/2026
AMERICAN CONTRACTING & CONSULTING	AMERICAN CONTRACTING & CONSUL	212-9000-43300	Improvements		Terminal	13,533.61	07/06/2026
Total Capital Improvement:						14,726.11	
Total Misc Expenditures:						15,452.89	
Grand Totals:						902,674.36	



Posting Date: 06/04/2026 - 07/03/2026

ADEN SCHILLIG
XX -6617
1040 HARLEY DAVIDSON WAY
STURGIS, SD 577858505 USA

						Expense Amount
Posting Date	Transaction Date	Description				
06/05/2026	06/04/2026	SQ *PHOENIX UNIFORMS &Rapid City,SD -57701				195.68
Expense Description		Rathert Uniform Allow				
Accounting Codes						
Fund:	644 -Ambulance Fund	Department:	4460 -Ambulance	Expense:	42600 -Supplies & Materials	



Posting Date: 06/04/2026 - 07/03/2026

CARRIE BELAWSKE
XX -4005
1040 HARLEY DAVIDSON WAY
STURGIS, SD 577858505 USA

Posting Date	Transaction Date	Description	Expense Amount
06/09/2026	06/08/2026	RUSHMORE OFFICE SUPPLYSTURGIS,SD -57785	45.00
Expense Description		File Folders	
Accounting Codes			
Fund:	101 -General Fund	Department: 4143 -Human Resources	Expense: 42600 -Supplies & Materials
06/11/2026	06/10/2026	COMMON CENTS #120STURGIS,SD -57785	25.00
Expense Description		Travel to HR School	
Accounting Codes			
Fund:	101 -General Fund	Department: 4143 -Human Resources	Expense: 42700 -Travel
06/11/2026	06/10/2026	COFFEE CUP #8VIVIAN,SD -57576	61.50
Expense Description		Travel to HR School	
Accounting Codes			
Fund:	101 -General Fund	Department: 4143 -Human Resources	Expense: 42700 -Travel
06/11/2026	06/10/2026	BAYMONT INN & SUITESOACOMA,SD -57365	121.99
Expense Description		Travel to HR School	
Accounting Codes			
Fund:	101 -General Fund	Department: 4143 -Human Resources	Expense: 42700 -Travel
Total			253.49



Posting Date: 06/04/2026 - 07/03/2026

CHRISTOPHER HAHN
XX -3473
1040 HARLEY DAVIDSON WAY
STURGIS, SD 577858505 USA

Posting Date	Transaction Date	Description	Expense Amount
06/10/2026	06/09/2026	AMAZON RETA* 1C5ZX6TK3SEATTLE,WA -98109	10.00
Expense Description Programming-Prize for Dino Trivia Contest			
Accounting Codes			
Fund:	101 -General Fund	Department: 4551 -Library	Expense: 42600 -Supplies & Materials
06/10/2026	06/09/2026	AMAZON MARK* 389ZQ0I43SEATTLE,WA -98109	30.88
Expense Description Programming - Summer Reading Program Kickoff Party Supplies			
Accounting Codes			
Fund:	101 -General Fund	Department: 4551 -Library	Expense: 42600 -Supplies & Materials
06/11/2026	06/10/2026	WAL-MART #1543SPEARFISH,SD -57783	135.00
Expense Description Office Supplies - cleaning; Juvenile Programming - Fossil making supplies			
Accounting Codes			
Fund:	101 -General Fund	Department: 4551 -Library	Expense: 42600 -Supplies & Materials
06/14/2026	06/12/2026	AMAZON MARK* X09MI2KO3SEATTLE,WA -98109	71.99
Expense Description Computers & Software - Barcode reader for circulation desk.			
Accounting Codes			
Fund:	101 -General Fund	Department: 4551 -Library	Expense: 42600 -Supplies & Materials
06/19/2026	06/18/2026	AMAZON MARK* 168LU57E3SEATTLE,WA -98109	88.99
Expense Description Office Supplies-envelopes; New programming-pocket ereader.			
Accounting Codes			
Fund:	101 -General Fund	Department: 4551 -Library	Expense: 42600 -Supplies & Materials
07/02/2026	07/01/2026	RED HERRING GAMES LTDGRIMSBY,LND -DN31 1RD	61.65
Expense Description Programming - Adult Programming - Murder Mystery Game			
Accounting Codes			
Fund:	101 -General Fund	Department: 4551 -Library	Expense: 42600 -Supplies & Materials



Posting Date: 06/04/2026 - 07/03/2026

CHRISTOPHER HAHN
XX -3473
1040 HARLEY DAVIDSON WAY
STURGIS, SD 577858505 USA

Posting Date	Transaction Date	Description	Expense Amount
Total			398.51



Posting Date: 06/04/2026 - 07/03/2026

DEBRA HOLLAND
XX -4706
1040 HARLEY DAVIDSON WAY
STURGIS, SD 577858505 USA

Posting Date	Transaction Date	Description	Expense Amount
06/04/2026	06/03/2026	Dropbox GVBN4GLGL1LNSan Francisco,CA -94107	21.23
Expense Description			
Accounting Codes			
Fund:	101 -General Fund	Department: 4144 -City Administrator	Expense: 42200 -Professional Fees
06/18/2026	06/17/2026	ADOBE *ADOBE4085366000,CA -95110	21.23
Expense Description			
Accounting Codes			
Fund:	101 -General Fund	Department: 4144 -City Administrator	Expense: 42200 -Professional Fees
06/23/2026	06/22/2026	OPENAI *CHATGPT SUBSCRSAN FRANCISCO,CA -94158	21.24
Expense Description			
Accounting Codes			
Fund:	101 -General Fund	Department: 4144 -City Administrator	Expense: 42200 -Professional Fees
06/24/2026	06/23/2026	AdobeSan Jose,CA -95110	31.67
Expense Description			
Accounting Codes			
Fund:	101 -General Fund	Department: 4141 -Attorney	Expense: 42200 -Professional Fees
06/30/2026	06/29/2026	USPS.COM EVERY DOOR DTWashington,DC -20260	1,025.05
Expense Description			
Accounting Codes			
Fund:	101 -General Fund	Department: 4111 -Mayor & Council	Expense: 42300 -Publishing
Total			1,120.42



Posting Date: 06/04/2026 - 07/03/2026

FINANCE OFFICE

XX -9370

1040 HARLEY DAVIDSON WAY

STURGIS, SD 577858505 USA

					Expense Amount
Posting Date	Transaction Date	Description			
06/07/2026	06/06/2026	AdobeSan Jose,CA -95110			15.92
Expense Description		Adobe Subs			
Accounting Codes					
Fund:	101 -General Fund	Department:	4142 -Finance Office	Expense:	42600 -Supplies & Materials
06/18/2026	06/17/2026	NCR VOYIX COUNTERPOINTATLANTA,GA -30308			128.64
Expense Description		Prof Fees POS systems			
Accounting Codes					
Fund:	601 -Liquor Fund	Department:	4990 -Liquor	Expense:	42200 -Professional Fees
07/03/2026	07/02/2026	NCR VOYIX COUNTERPOINTATLANTA,GA -30308			154.35
Expense Description		Prof Fees Mobile Monthly Support Fees POS system			
Accounting Codes					
Fund:	601 -Liquor Fund	Department:	4990 -Liquor	Expense:	42200 -Professional Fees
07/03/2026	07/02/2026	LPA RETAIL SYSTEMSBURNSVILLE,MN -55337			1,470.00
Expense Description		Prof Fees Monthly Hosting Fees July 2026			
Accounting Codes					
Fund:	601 -Liquor Fund	Department:	4990 -Liquor	Expense:	42200 -Professional Fees
					Total 1,768.91



Posting Date: 06/04/2026 - 07/03/2026

GEODY VANDEWATER
XX -2920
1040 HARLEY DAVIDSON WAY
STURGIS, SD 577858505 USA

					Expense
Posting Date	Transaction Date	Description			Amount
07/02/2026	07/01/2026	TEAMUNIFORMORDERS.COMROSWELL,GA -30075			45.48
Expense Description		Rally Long Sleeve and Crew neck			
Accounting Codes					
Fund:	101 -General Fund	Department:	4211 -Police	Expense:	42600 -Supplies & Materials
					Total 45.48



Posting Date: 06/04/2026 - 07/03/2026

POLICE DEPT
XX -1134
1040 HARLEY DAVIDSON WAY
STURGIS, SD 577858505 USA

			Expense Amount
Posting Date	Transaction Date	Description	
06/11/2026	06/10/2026	SP DIXXON FLANNEL COQUEEN CREEK,AZ -85142	153.43
Expense Description	Work Clothing/Button Shirts		
Accounting Codes			
Fund:	101 -General Fund	Department: 4211 -Police	Expense: 42600 -Supplies & Materials
06/17/2026	06/16/2026	PSI EXAMS8003671565,KS -66061	175.00
Expense Description	Unmanned Aircraft General - Small UA		
Accounting Codes			
Fund:	101 -General Fund	Department: 4211 -Police	Expense: 42900 -Other
06/19/2026	06/18/2026	GAPOUTLET.COMSAN FRANCISCO,CA -94105	218.65
Expense Description	FRAUD - TO BE REFUNDED		
Accounting Codes			
Fund:	101 -General Fund	Department: 4211 -Police	Expense: 42900 -Other
06/23/2026	06/22/2026	GAPOUTLET.COMSAN FRANCISCO,CA -94105	221.63
Expense Description	FRAUD - TO BE REFUNDED		
Accounting Codes			
Fund:	101 -General Fund	Department: 4211 -Police	Expense: 42900 -Other
06/28/2026	06/26/2026	ADOBE *ADOBE4085366000,CA -95110	5.30
Expense Description	Adobe AI		
Accounting Codes			
Fund:	101 -General Fund	Department: 4211 -Police	Expense: 42600 -Supplies & Materials
06/28/2026	06/26/2026	ADOBE *ADOBE4085366000,CA -95110	21.23
Expense Description	Adobe - One Month		
Accounting Codes			
Fund:	101 -General Fund	Department: 4211 -Police	Expense: 42600 -Supplies & Materials
06/30/2026	06/29/2026	ADOBE *ADOBE4085366000,CA -95110	(21.23)
Expense Description	Acrobat Credit - One Month		



Posting Date: 06/04/2026 - 07/03/2026

POLICE DEPT
XX -1134
1040 HARLEY DAVIDSON WAY
STURGIS, SD 577858505 USA

Posting Date	Transaction Date	Description	Expense Amount
Accounting Codes			
Fund:	101 -General Fund	Department: 4211 -Police	Expense: 42600 -Supplies & Materials
07/01/2026	06/30/2026	STURGIS GUNSSTURGIS,SD -57785	26.90
Expense Description Sturgis Guns FedEx to Avel eCare			
Accounting Codes			
Fund:	101 -General Fund	Department: 4211 -Police	Expense: 42600 -Supplies & Materials
07/01/2026	06/30/2026	SP ELITERACEFAB.COMGREENSBORO,NC -27403	477.48
Expense Description CANCELLED ORDER - Oil Catch Can			
Accounting Codes			
Fund:	101 -General Fund	Department: 4211 -Police	Expense: 42600 -Supplies & Materials
07/02/2026	07/01/2026	GAPOUTLET.COMSAN FRANCISCO,CA -94105	223.85
Expense Description FRAUD - TO BE REFUNDED			
Accounting Codes			
Fund:	101 -General Fund	Department: 4211 -Police	Expense: 42900 -Other
07/03/2026	07/02/2026	ADOBE *ADOBE4085366000,CA -95110	(5.30)
Expense Description Acrobat AI Credit			
Accounting Codes			
Fund:	101 -General Fund	Department: 4211 -Police	Expense: 42600 -Supplies & Materials
Total			1,496.94



Posting Date: 06/04/2026 - 07/03/2026

PUBLIC WORKS

XX -7381

1040 HARLEY DAVIDSON WAY

STURGIS, SD 577858505 USA

Posting Date	Transaction Date	Description	Expense Amount
06/09/2026	06/08/2026	THREAD LOGICJORDAN,MN -55352	326.65
Expense Description		Clothing C. Baldwin	
Accounting Codes			
Fund:	101 -General Fund	Department: 4196 -Planning & Permitting	Expense: 42600 -Supplies & Materials
06/11/2026	06/10/2026	NPDES TRAININGSUWANEE,GA -30024	547.00
Expense Description		MS4 Training C Baldwin	
Accounting Codes			
Fund:	101 -General Fund	Department: 4196 -Planning & Permitting	Expense: 42700 -Travel
06/30/2026	06/29/2026	SQ *SQUARE HARDWAREOakland,CA -94612	348.34
Expense Description		Square hardware at Landfill	
Accounting Codes			
Fund:	612 -Sanitary Service Fund	Department: 4323 -Sanitation Service	Expense: 42600 -Supplies & Materials
Total			1,221.99



Posting Date: 06/04/2026 - 07/03/2026

RICK BUSH
XX -1582
1040 HARLEY DAVIDSON WAY
STURGIS, SD 577858505 USA

Posting Date	Transaction Date	Description	Expense Amount
06/05/2026	06/04/2026	STARLINK INTERNET3106829683,CA -90250	569.23
Expense Description		Rubble Site-hardware for internet	
Accounting Codes			
Fund:	612 -Sanitary Service Fund	Department: 4323 -Sanitation Service	Expense: 42600 -Supplies & Materials
06/17/2026	06/16/2026	ZOOM.COM 888-799-9666SAN JOSE,CA -95113	16.99
Expense Description		Monthly subscription Zoom	
Accounting Codes			
Fund:	604 -Wastewater Fund	Department: 4325 -Wastewater	Expense: 42600 -Supplies & Materials
06/19/2026	06/18/2026	SP FLAGSIMPORTER.COMONTARIO,CA -91761	165.99
Expense Description		Flags for Rally point	
Accounting Codes			
Fund:	101 -General Fund	Department: 4199 -Rally Department	Expense: 42600 -Supplies & Materials
06/19/2026	06/19/2026	GoTo GoToMeetingBoston,MA -02210	203.90
Expense Description		Annual subscription GoTo Technologies	
Accounting Codes			
Fund:	604 -Wastewater Fund	Department: 4325 -Wastewater	Expense: 42600 -Supplies & Materials
06/23/2026	06/22/2026	AdobeSan Jose,CA -95110	19.99
Expense Description			
Accounting Codes			
Fund:	101 -General Fund	Department: 4311 -Streets	Expense: 42600 -Supplies & Materials
06/25/2026	06/24/2026	STARLINK INTERNET3106829683,CA -90250	55.00
Expense Description		Monthly subscription	
Accounting Codes			
Fund:	612 -Sanitary Service Fund	Department: 4323 -Sanitation Service	Expense: 42600 -Supplies & Materials



Posting Date: 06/04/2026 - 07/03/2026

RICK BUSH
XX -1582
1040 HARLEY DAVIDSON WAY
STURGIS, SD 577858505 USA

Posting Date	Transaction Date	Description	Expense Amount
Total			1,031.10



Posting Date: 06/04/2026 - 07/03/2026

ROD HEIKES
XX -2956
1040 HARLEY DAVIDSON WAY
STURGIS, SD 577858505 USA

Posting Date	Transaction Date	Description	Expense Amount
06/05/2026	06/04/2026	AMAZON MARK* Y70Y10XQ3SEATTLE,WA -98109	37.97
Expense Description	mats/ab roller		
Accounting Codes			
Fund:	101 -General Fund	Department: 4511 -Community Center	Expense: 43410 -Furniture & Minor Equipment
06/05/2026	06/04/2026	AMAZON MKTPL*EQ2O91NX3SEATTLE,WA -98109	365.97
Expense Description	Furniture for lobby		
Accounting Codes			
Fund:	101 -General Fund	Department: 4511 -Community Center	Expense: 43410 -Furniture & Minor Equipment
06/09/2026	06/08/2026	AMAZON MKTPL*DP5RZ34K3SEATTLE,WA -98109	9.99
Expense Description	replacement belts straps		
Accounting Codes			
Fund:	101 -General Fund	Department: 4511 -Community Center	Expense: 42600 -Supplies & Materials
06/12/2026	06/11/2026	SP SWIMOUTLET.COMCAMPBELL,CA -95138	254.22
Expense Description	dumbbell water weights		
Accounting Codes			
Fund:	101 -General Fund	Department: 4511 -Community Center	Expense: 43410 -Furniture & Minor Equipment
06/12/2026	06/11/2026	SP SWIMOUTLET.COMCAMPBELL,CA -95138	326.40
Expense Description	kickboards pool area		
Accounting Codes			
Fund:	101 -General Fund	Department: 4512 -Recreation	Expense: 42600 -Supplies & Materials
06/15/2026	06/14/2026	AMAZON MKTPL*JS09W0IS3SEATTLE,WA -98109	44.97
Expense Description			
Accounting Codes			
Fund:	101 -General Fund	Department: 4511 -Community Center	Expense: 42600 -Supplies & Materials
06/16/2026	06/15/2026	VSP*DAXKO, LLCBIRMINGHAM,AL -35209	617.55



Posting Date: 06/04/2026 - 07/03/2026

ROD HEIKES
XX -2956
1040 HARLEY DAVIDSON WAY
STURGIS, SD 577858505 USA

Posting Date					Expense Amount
Expense Description					Software hosting fees
Accounting Codes					
Fund:	101 -General Fund	Department:	4511 -Community Center	Expense:	42200 -Professional Fees
06/21/2026	06/19/2026	AMAZON MKTPL*NJ4H48RM3SEATTLE,WA -98109			86.99
Expense Description					softballs
Accounting Codes					
Fund:	101 -General Fund	Department:	4512 -Recreation	Expense:	42600 -Supplies & Materials
06/23/2026	06/22/2026	AMERICAN RED CROSSWASHINGTON,DC -20006			288.00
Expense Description					Lifeguard certifications
Accounting Codes					
Fund:	101 -General Fund	Department:	4511 -Community Center	Expense:	42700 -Travel
06/29/2026	06/29/2026	SIMPLISAFEBOSTON,MA -02108			37.16
Expense Description					surveillance camera
Accounting Codes					
Fund:	101 -General Fund	Department:	4560 -Auditorium	Expense:	42200 -Professional Fees
					Total
					2,069.22



Posting Date: 06/04/2026 - 07/03/2026

STURGIS AMBULANCE

XX -7756

1040 HARLEY DAVIDSON WAY

STURGIS, SD 577858505 USA

Posting Date	Transaction Date	Description	Expense Amount
06/04/2026	06/01/2026	BOUND TREE MEDICAL LLC DUBLIN, OH -43016	888.29
Expense Description		Medical Supplies	
Accounting Codes			
Fund:	644 -Ambulance Fund	Department: 4460 -Ambulance	Expense: 42600 -Supplies & Materials
06/14/2026	06/12/2026	AMAZON MKTPL*OF8913063SEATTLE,WA -98109	120.90
Expense Description		Medical Supplies/Bed pads	
Accounting Codes			
Fund:	644 -Ambulance Fund	Department: 4460 -Ambulance	Expense: 42600 -Supplies & Materials
06/19/2026	06/18/2026	SQ *PHOENIX UNIFORMS & Rapid City, SD -57701	209.98
Expense Description		Laura uniform allow	
Accounting Codes			
Fund:	644 -Ambulance Fund	Department: 4460 -Ambulance	Expense: 42600 -Supplies & Materials
06/23/2026	06/22/2026	USPS PO 4681720785STURGIS,SD -57785	13.65
Expense Description		Postage	
Accounting Codes			
Fund:	644 -Ambulance Fund	Department: 4460 -Ambulance	Expense: 42600 -Supplies & Materials
06/24/2026	06/23/2026	AMAZON MKTPL*KF7H78FB3SEATTLE,WA -98109	60.97
Expense Description		Medical supplies	
Accounting Codes			
Fund:	644 -Ambulance Fund	Department: 4460 -Ambulance	Expense: 42600 -Supplies & Materials
06/28/2026	06/22/2026	BOUND TREE MEDICAL LLC DUBLIN, OH -43016	667.25
Expense Description		Medical Supplies	
Accounting Codes			
Fund:	644 -Ambulance Fund	Department: 4460 -Ambulance	Expense: 42600 -Supplies & Materials
06/28/2026	06/26/2026	AMAZON MKTPL*773NK6I03SEATTLE,WA -98109	115.90



Posting Date: 06/04/2026 - 07/03/2026

STURGIS AMBULANCE
XX -7756
1040 HARLEY DAVIDSON WAY
STURGIS, SD 577858505 USA

					Expense Amount
Posting Date	Transaction Date	Description			
Expense Description	Medical Supplies				
Accounting Codes					
Fund:	644 -Ambulance Fund	Department:	4460 -Ambulance	Expense:	42600 -Supplies & Materials
07/01/2026	06/30/2026	AMAZON MKTPLACE PMTSSEATTLE,WA -98109			(98.00)
Expense Description	credit on medical supplies				
Accounting Codes					
Fund:	644 -Ambulance Fund	Department:	4460 -Ambulance	Expense:	42600 -Supplies & Materials
07/01/2026	07/01/2026	AMAZON MKTPL *ZV59P5VZ3SEATTLE,WA -98109			68.78
Expense Description	Medical supplies				
Accounting Codes					
Fund:	644 -Ambulance Fund	Department:	4460 -Ambulance	Expense:	42600 -Supplies & Materials
					Total 2,047.72



Posting Date: 06/04/2026 - 07/03/2026

STURGIS ANIMAL SHELTER
XX -1661
1040 HARLEY DAVIDSON WAY
STURGIS, SD 577858505 USA

					Expense
Posting Date	Transaction Date	Description			Amount
06/18/2026	06/17/2026	PETSMART # 1504RAPID CITY,SD -57701			555.11
Expense Description	Supplies for Animals				
Accounting Codes					
Fund:	101 -General Fund	Department:	4212 -Animal Shelter	Expense:	4260 -Supplies and Materials
					Total
					555.11



Posting Date: 06/04/2026 - 07/03/2026

STURGIS WASTEWATER
XX -7406
1040 HARLEY DAVIDSON WAY
STURGIS, SD 577858505 USA

						Expense
Posting Date	Transaction Date	Description				Amount
06/30/2026	06/29/2026	DENNIS SUPPLY COMPANYRAPID CITY,SD -57701				258.44
Expense Description	Blower motor & Oval Capacitor					
Accounting Codes						
Fund:	604 -Wastewater Fund	Department:	4325 -Wastewater	Expense:	42500 -Repairs & Maintenance	
					Total	258.44



Posting Date: 06/04/2026 - 07/03/2026

TODD YOUNGBERG
XX -4939
1040 HARLEY DAVIDSON WAY
STURGIS, SD 577858505 USA

					Expense
Posting Date	Transaction Date	Description			Amount
06/07/2026	06/05/2026	CTLP*City of SturgisSTURGIS,SD -57785			5.00
Expense Description	Test Waterman				
Accounting Codes					
Fund:	602 -Water Fund	Department:	4330 -Water	Expense:	42500 -Repairs & Maintenance
					Total 5.00



Posting Date: 06/04/2026 - 07/03/2026

TRAVIS PARKER
XX -9291
1040 HARLEY DAVIDSON WAY
STURGIS, SD 577858505 USA

					Expense
Posting Date	Transaction Date	Description			Amount
06/07/2026	06/06/2026	AMAZON MARK* RN00B2YJ3SEATTLE,WA -98109			36.00
Expense Description	SIX PACK RINGS				
Accounting Codes					
Fund:	601 -Liquor Fund	Department:	4990 -Liquor	Expense:	42600 -Supplies & Materials
					Total 36.00

City Council STAFF REPORT



Meeting Date: City Council - Jul 20 2026

Agenda Item: Consideration to approve 2026–2027 School Resource Officer (SRO) Agreement with Meade School District 46-1 (Renewal)

Prepared By: Geody VanDewater, Chief of Police

BACKGROUND INFORMATION:

The City of Sturgis and Meade School District 46-1 have maintained a longstanding partnership to provide School Resource Officers (SROs) within the Sturgis school system. The proposed 2026–2027 School Resource Officer Agreement continues this partnership by assigning two full-time Sturgis Police Department officers to serve as SROs at Sturgis Brown High School and Sturgis Williams Middle School, with periodic service provided to the elementary schools as needed. The agreement outlines the goals of the SRO program, officer responsibilities, operational procedures, and cost-sharing arrangements between the City and the School District for the upcoming school year.

DISCUSSION:

The agreement maintains the current SRO program structure and responsibilities, emphasizing student safety, crime prevention, mentoring, educational outreach, and fostering positive relationships between law enforcement, students, staff, and the community. Under the agreement, the School District will reimburse the City **\$125,709.42**, representing approximately **75% of the salary and fringe benefit costs** associated with the two SRO positions during the nine-month school year, while the City will continue to fund the remaining **25%** of personnel costs and provide vehicles, equipment, uniforms, and other operational support. The agreement is effective **September 1, 2026, through August 31, 2027**, and continues the collaborative commitment of both entities to maintaining a safe and supportive educational environment for students and staff. The School District reimbursement is same as 2025-2026 agreement.

RECOMMENDATION:

Motion to approve the 2026–2027 School Resource Officer Agreement between the City of Sturgis and Meade School District 46-1 and authorize the Mayor to execute the agreement.

ATTACHMENTS:

[2026-2027 School Resource Office \(SRO\) Agreement](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Jul 14 2026

2026-2027 SCHOOL RESOURCE OFFICER (SRO) AGREEMENT

THIS AGREEMENT is made this 13 day of July, 2026 between the **MEADE SCHOOL DISTRICT 46-1** of Meade and Lawrence Counties, South Dakota, whose address is 1230 Douglas Street, Sturgis, S.D. 57785, hereinafter referred to as the "School District" and the **CITY OF STURGIS**, a South Dakota municipal corporation, whose address is 1040 Harley-Davidson Way, Sturgis, S.D. 57785, hereinafter referred to as the "City."

The School District and the City of Sturgis, in conjunction with the Sturgis Police Department, desire to implement a School Resource Officer (SRO) program in the School District; and

The School District and the City of Sturgis, in conjunction with the Sturgis Police Department, desire to set forth in this Agreement the specific terms and conditions of the services to be performed by the SROs in the School District.

In Consideration of the mutual covenants and stipulations set out herein, the parties agree as follows:

1.0 GOALS AND OBJECTIVES

It is understood and agreed that the School District and the City share the following goals and objectives in regarding to the SRO Program:

- 1.1 To build a bridge between the community, school, school district and police department through effective communication, cooperation, and addressing crime and disorder by increasing public interaction to reduce fear of crime and in maintaining order.
- 1.2 To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies.
- 1.3 To provide awareness and education to establish a positive relationship in a cooperative effort to prevent crime, juvenile delinquency, truancy, and disruptions, and to assist in student development.
- 1.4 To provide an atmosphere which will be conducive to learning by maintaining a safe and secure environment and addressing changes in the environment in and around the schools.
- 1.5 To promote the attendance of law enforcement officers at extracurricular activities in the schools, such as group meetings, athletic events, concerts, etc.
- 1.6 To respond to disruptions and criminal offenses at school, such as trespassing, disorderly conduct, possession, or use of weapons on campus, possession or sale of controlled substances, etc.
- 1.7 To provide traffic enforcement and controls as schools when deemed necessary for the safety and protection of students, staff, and the community.

- 1.8 To provide a resource to students to report crime, threats, bullying, and other activities in the school or throughout the community.

2.0 EMPLOYMENT AND ASSIGNMENT OF THE SCHOOL RESOURCE OFFICER

- 2.1 The School District agrees to utilize and the City agrees to provide two (2) Fulltime SROs during the term of this Agreement. Each SRO will remain the employee of the City and is subject to the administration, supervision, and control of the City, except as such administration, supervision, and control are subject to the terms and conditions of this Agreement. Each SRO reports directly to the Chief of Police or her or his designee within the Sturgis Police Department, who, as the SROs' supervisor, will work with the School Administration for the performance of services outlined in this Agreement.
- 2.2 Each SRO is subject to all personnel policies and practices of the Sturgis Police Department and the City of Sturgis.
- 2.3 The City, in its sole discretion, has the power and authority to discharge and discipline each SRO. The City will hold the School District free, harmless, and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by the SRO.
- 2.4 Each SRO's main posts of duty are at the Sturgis Brown High School and at the Sturgis Williams Middle School, respectively. The School District will schedule or otherwise assign each SRO to periodic duty at the Elementary Schools, at the discretion of the Superintendent or their designee.
- 2.5 In the event an SRO is absent from work, the absent SRO will notify both his/her direct supervisor at the City of Sturgis and the principal or their designee at Sturgis Brown High School or Sturgis Williams Middle School, respectively.

3.0 COMPENSATION

- 3.1 The cost of the SRO program will be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.
- 3.2 The City agrees to tender each SRO's salary and benefits directly to each SRO. The School District agrees to pay a total contract amount of **125,709.42**. This total consists of wages and fringe benefits, minus any grant funding contributions for each SRO. The applied wage and fringe benefits is for each SRO during each 4.5-month period in both 2026 and 2027 (9 months total for each SRO) the SRO is deployed with the School District. The City agrees to pay the SROs wage and fringe benefits when the SROs are not deployed with the School District. Based on these calculations, the school district is responsible for 75% of the SRO's wages and fringe benefits, and the City is responsible for 25%.
- 3.3 The School District will pay to the City the total 2026-2027 school year contract amount of **\$125,709.42** , with payments according to the following schedule:

October 15, 2026 - \$ 31,427.36
January 15, 2027 - \$ 31,427.36

April 15, 2027 -	\$ 31,427.36
June 15, 2027 -	\$ 31,427.34

The City will submit an Invoice to the School District business office in advance of each payment.

4.0 DUTY HOURS

- 4.1 The hours of duty are arranged between the Meade School District, Sturgis Police Department, and each SRO.
- 4.2 On days when school is not in session and children are not present (i.e. school events, snow days and holidays), each SRO is not required to be present on campus. The School District will provide the City with a school district calendar for such scheduling purposes. On days when school is not in session due to unforeseen circumstances (i.e. inclement weather) the SRO is not required to be on campus.
- 4.3 It is understood and agreed that time spent by the SRO attending court for juvenile and/or criminal cases arising from and/or out of their employment as an SRO, are considered as hours worked under this agreement.

5.0 QUALIFICATIONS AND SELECTION OF THE SCHOOL RESOURCE OFFICER

The officer appointed to serve as the SRO will be mutually agreed upon by the parties to this Agreement and must have the following qualifications:

- 5.1 Must be a certified officer and should have two years of law enforcement experience.
- 5.2 Must possess a sufficient knowledge of applicable Federal and state laws and city ordinances, along with City and School Board policies.
- 5.3 Must be capable of conducting criminal investigations.
- 5.4 Must possess an even temperament and set a good example for students.
- 5.5 Must possess communication skills that would enable the officer to function effectively within the school.

6.0 DUTIES OF THE SCHOOL RESOURCE OFFICER

- 6.1 At the request of the superintendent, principal, or the principal's designee, each SRO will assist the School District administration in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on campus.
- 6.2 At the request of the superintendent, principal, or the principal's designee, each SRO will conduct classroom presentations for students. Recommended subjects include the role of law enforcement, drug awareness, criminal law, career

opportunities in law enforcement, gang resistance education, tolerance, anti-bullying campaigns, etc.

- 6.3 Each SRO will interact with students on an individual basis and in small groups. At the request of the superintendent, principal, or the principal's designee, each SRO may be required to counsel students individually, including students suspected of engaging in criminal misconduct.
- 6.4 At the request of the superintendent, principal, or the principal's designee, each SRO will be available for conferences involving the School District administration, faculty, and parents.
- 6.5 Each SRO will be familiar with agencies and resources that offer assistance to youth and their families and make referrals to such agencies when necessary. Each SRO shall notify the superintendent, principal, or principal's designee in writing of such referrals.
- 6.6 Each SRO may, by way of the exercise of his or her discretion as a sworn police officer, take law enforcement action as required. Pursuant to School District policy, if a student is given a citation or arrested, or it becomes necessary to remove the student from school grounds, whenever possible the student must be sent or called to the principal's office to effect the arrest, citation, or removal from school. If it becomes necessary for an SRO to remove a student from the school premises, the SRO must inform the principal or the principal's designee, who, as soon as practical will make reasonable efforts to notify the student's parent, guardian, or legal custodian in accordance with School District policy. Efforts to contact the student's parent, guardian, or legal custodian must be documented. When an SRO arrests or takes a juvenile into custody, they will select the course of action which is appropriate and in compliance with South Dakota law, and which meets the immediate needs of the juvenile and school. When an SRO arrests or takes into custody a student age 18 or older, they will select the course of action which is appropriate and in compliance with South Dakota law and which meets the immediate needs of the school.
- 6.7 At the request of the superintendent, principal, or the principal's designee, each SRO will take appropriate law enforcement action against intruders or unwanted guests who may appear on school property or at related school functions, to the extent that the SRO may do so under the authority of law.
- 6.8 Each SRO may assist other law enforcement officials with outside investigations concerning student(s) attending in the School District.
- 6.9 Neither SRO will be used as a school disciplinarian. Disciplining students is a School District responsibility. It is agreed and understood that the principal and appropriate school staff are responsible for investigating and determining, in their discretion, whether a student has violated School District disciplinary codes or standards and the appropriate administrative action to take. However, this must not be construed to prevent the SRO from sharing information with school administration and staff, which may aid in the determination of whether a disciplinary offense has occurred. Upon assignment, each SRO will be provided with copies of the School District's disciplinary policies and codes for each school.

Each SRO must become familiar with the School District disciplinary codes and standards.

- 6.10 Notwithstanding the previous paragraph, each SRO may enforce school rules and policies as outlined in Board of Education policies, the Student Handbook, and the Emergency Manual, in the discretion of the Superintendent or designee.
- 6.11 If the principal or school administration believes an incident may be a violation of criminal or juvenile law, the individual may advise an SRO of the incident who will then determine whether law enforcement action is appropriate.
- 6.12 An SRO may be present when School District staff conducts an administrative search pursuant to the search procedure in the School District's policy handbook.
- 6.13 At the request of the principal or the principal's designee, an SRO will assist the School District's truancy officers in enforcing truancy policies of the School District and the laws of the State of South Dakota regarding truancy. The City will continue to assist with truancy by using on-duty officers assigned to patrol.
- 6.14 Each SRO must comply with the laws of the State of South Dakota, Sturgis Police Department procedures, and shall at all times be cognizant of the SRO's role as it pertains to school district policy and the needs of school officials.
- 6.15 Should it become necessary for the SRO to conduct formal police interviews with students, the SRO will comply with the School District's Policy Manual, as well as other legal requirements of such interviews.

7.0 SUPPLIES, EQUIPMENT, AND FACILITIES

The City agrees to provide each SRO with the following equipment:

- 7.1 Motor vehicle. The City will provide a patrol vehicle for each SRO.
- 7.2 The City will pay the costs of tires, liability insurance, and other expenses, associated with the operation of the vehicle.
- 7.3 Major repairs to an SRO vehicle or replacement will be the responsibility of the City.
- 7.4 Weapons, ammunition, uniforms, radio, laptop, equipment, and supplies. The City agrees to provide the standard issue firearm and ammunition for each SRO, standard issued uniforms; standard issue communication devices; and all other equipment and supplies customarily issued to a City of Sturgis Police Officer. While working in the school the SRO will be provided City issued Polo's for identification purposes.

The School District agrees to provide the following materials and facilities:

- 7.5 Office supplies. The School District agrees to provide the usual and customary office supplies and school-related forms required in the performance of SRO duties.

- 7.6 Equipment. The School District agrees to provide the SRO with a printer, and access to a copy machine.
- 7.7 Facilities. The School District agrees to provide the SRO with access to a secure private office containing a telephone line for general business purposes, and a desk with drawers, a chair, side chairs, lockable filing cabinet, and a secured storage area both at Sturgis Brown High School and Sturgis Williams Middle School.

8.0 EVALUATION OF THE SRO AND TRAINING

- 8.1 It is agreed that the School District will evaluate on a quarterly basis the SRO Program and the officers assigned to the program, in a manner developed jointly by the parties. It is further understood that the School District's evaluation of the SRO is advisory only, and that the City retains the final authority to evaluate the performance of each SRO in accordance with the personnel policies of the City.
- 8.2 In the event that the School District, through its officials, believes that the SRO is not effectively performing his/her duties and responsibilities, or is not complying with the terms of this Agreement, the Superintendent will contact the Chief of Police. If the Chief of Police desires, the Superintendent/designee and the Chief of Police shall meet with the SRO to mediate or resolve any problems which may exist.
- 8.3 At the end of the school year, the SRO will provide an overview of the past year activities to the Sturgis City Council and Sturgis School Board.

9.0 ACCESS TO EDUCATION RECORDS AND CONFIDENTIAL INFORMATION

- 9.1 The School District will allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.
- 9.2 If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials will disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation; and the extent to which time is of the essence.
- 9.3 If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.
- 9.3 Both parties recognize that the SROs, in the course of performance with this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. The City agrees that it will not disclose, through its SROs or other City employee, any confidential information it obtains, and acknowledges that the public records requirements of SDCL Chapter 1-27 will determine the School District duties under this provision. The City further agrees to take appropriate action to prevent such disclosure by its

assigned SROs or other City employees. The confidentiality covenants contained herein survives termination or cancellation of this Agreement.

10.0 INSURANCE AND INDEMNIFICATION

10.1 The City must secure the insurance specified below. All insurance secured by the City under the provisions of this section must be issued by a recognized, reputable insurance company or a risk retention group formed under the Laws of the State of South Dakota for public entities of the State of South Dakota. 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 School 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 City in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate.

C. City will provide School District with at least thirty (30) days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage.

10.2 The City agrees to hold the School District, its agents, and employees free, harmless, and indemnified from and against any and all claims, suits, or causes of action arising from or in any way out of the performance of the duties of the SRO or from the SRO Program.

11.0 TERM OF AGREEMENT

11.1 This Agreement commences on September 1, 2026, and terminates on August 31, 2027.

12.0 TERMINATION

12.1 The parties recognize that all or part of each SRO position may be funded by State or Federal grant money and/or by budgets funded by approval of each party's respective elected board. If either party should fail to secure essential funding for either SRO position, the party without such necessary funding may terminate this agreement upon ninety (90) days prior written notice provided to the other party. Notwithstanding the foregoing, nothing will prevent the parties from renegotiating the terms of this Agreement.

12.2 This agreement may be terminated for Cause. 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. School District fails to pay City within thirty (30) calendar days, after City makes written demand through the invoice process, any past-due amount payable under this Agreement that is not the subject of a good-faith dispute.
- b. 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. A party dissolves or liquidates or otherwise discontinues substantially all of its business operations.
- c. Payment upon termination. In the event this Agreement is terminated for cause by School District, District shall pay City its remaining pro-rata fee.
- d. In the event of termination, School District agrees to compensate or assume payment for any approved expenses incurred by City in performing its work for the School District.
- e. In the event of termination of this Agreement, School District may award an Agreement for the same services to another consultant to provide the services.

13.0 NOTICE

- 13.1 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 CITY:

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

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

14.0 CHOICE OF LAW AND VENUE

- 14.1 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 the Agreement lie exclusively with the Fourth Judicial Circuit state court located in Sturgis, Meade County, South Dakota, and federal courts located in Rapid City, South Dakota.

15.0 VOLUNTARY AGREEMENT

- 15.1 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 Agreement; that they have given due consideration to the provisions contained herein; and that they thoroughly understand and consent to all provisions herein.

16.0 ENTIRE AGREEMENT AND MODIFICATION

- 16.1 This instrument contains the entire Agreement between the parties and replaces and supersedes all prior agreements, negotiations, and representations, written or 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.
- 16.2 Modification. Any changes, modification, or revisions to the terms of this Agreement must be in writing and signed by both parties. Any modification must be attached to this Agreement and designated as an Exhibit.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

Dated this 13 day of July, 2026.

CITY OF STURGIS

Rod J. Bradley - Mayor
City of Sturgis

ATTEST:

Ann Bertolotto
Sturgis Finance Officer

The foregoing offer is accepted this 13 day of July, 2026.

MEADE SCHOOL DISTRICT 46-1

Justin Jutting, Board President
Meade School District, 46-1

ATTEST:

Brett Burditt, Business Manager
Meade School District, 46-1

City Council STAFF REPORT



Meeting Date: City Council - Jul 20 2026

Agenda Item: Consideration to Award the Avalanche Road Paving Project

Prepared By: Rick Bush, Director of Public Works

BACKGROUND INFORMATION:

The City of Sturgis solicited competitive bids for the Avalanche Road Paving Project. The project consists of paving approximately 3,400 linear feet of Avalanche Road, extending from the Harvest Meadows/Valley View development north to the City Rubble Site.

As part of the project, the City of Sturgis Public Works Department will perform the roadway base preparation and shaping. The awarded contractor will place two lifts of asphalt pavement, resulting in a roadway approximately 24 feet wide with a total asphalt thickness of 5 inches.

The contractor will be required to provide a detailed construction schedule following issuance of the Notice to Proceed. Construction is anticipated to occur between August 21, 2026, and September 16, 2026. No work will be permitted from August 3 through August 20, 2026, during the 2026 Sturgis Motorcycle Rally period.

DISCUSSION:

Bids were opened at 1:00 p.m. on July 13, 2026. Four (4) bids were received:

<u>Bidder</u>	<u>Bid Amount</u>
<u>Bidder</u>	<u>Bid Amount</u>
Sacrison Paving	\$326,115.00
Simon	\$346,000.00
Johner & Sons	\$351,110.00
Western Construction, Inc.	\$403,130.00
Engineer's Estimate	\$365,000.00

Sacrison Paving submitted the lowest bid at \$326,115.00, which is \$38,885 below the Engineer's Estimate, or approximately 10.7% under the estimated project cost. Foth Engineering reviewed the bids and recommends award of the project to Sacrison Paving.

The bid is \$38,885 below the Engineer's Estimate of \$365,000. The City will also contribute in-kind labor and equipment through the Public Works Department for preparation and shaping of the roadway base prior to asphalt placement.

BUDGET IMPACT:

If awarded by the City Council, the \$326,115.00 construction contract will be funded through the City's Capital Improvement Fund.

RECOMMENDATION:

Staff recommends that the City Council award the Avalanche Road Paving Project to Sacrison Paving as the lowest responsive bidder in the amount of \$326,115.00, with project funding provided through the Capital Improvement Fund, and authorize the Mayor to execute the necessary contract documents to complete the project.

ATTACHMENTS:

[Avalanche Rd Paving Bid Award Recommendation \(002\)](#)

[AVALANCHE ROAD PAVING PROJECT FINAL PLANS 6-11-26](#)

Approved By:

Rick Bush, Director of Public Works

Status:

Approved - Jul 15 2026



July 14, 2026

Mr. Rick Bush, Director of Public Works
Public Works Department
1040 Harley-Davidson Way
Sturgis, SD 57785
rbush@sturgisgov.com
605-347-3916

RE: Bid Results and Award Recommendation
Avalanche Rd. Paving Project
City of Sturgis, SD

Dear Rick:

I am forwarding the bid results for the Avalanche Rd. Paving Project which were opened at 1:00 pm on July 13, 2026. The project includes asphalt paving of 3,400 linear feet of Avalanche Rd from the Harvest Meadows/Valley View development north to the City Rubble Site. The roadway base will be shaped by the City of Sturgis Public Works Department, and the Contractor will place two lifts of asphalt pavement 24 feet wide and 5 inches thick.

Four (4) bids were received on the project and the low bidder for the work is Sacrison Paving in the amount of \$326,115.00. The summary of bids is listed below and a detailed bid tabulation is attached. The bids ranged from \$326,115 to \$403,130 with the Engineer's Estimate of \$365,000. The bids are competitively priced and are within the expected cost range.

Summary of Bids:

					
Avalanche Road Paving Project					
		BID RESULTS AS READ			
		July 13, 2026 at 1:00 PM MT			
BIDDER	BID TOTAL	BID BOND INCLUDED	ADDENDA NOTED		
			1	2	
Engineer's Estimate	\$365,000	X	X	X	
Johner & Sons	\$351,110.00	X	X	X	
Sacrison Paving	\$326,115.00	X	X	X	
Simon	\$346,000.00	X	X	X	
Western Construction Inc.	\$403,130.00	X	X	X	

Mr. Rick Bush
City of Sturgis Public Works Department
July 14, 2026
Page 2

Recommended Award:

Foth recommends contract award to low bidder Sacrison Paving in the amount of \$326,115.00. Upon City Council action and approval of the contract, insurance and bonds will be processed.

Project Schedule:

The Contractor will be requested to provide a detailed schedule upon the issuance of the Notice to Proceed for the contract. The project schedule is as follows:

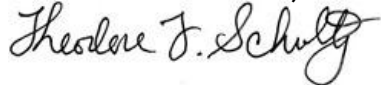
- Work is allowed between August 21, 2026 and September 16, 2026
- No work is allowed from August 3rd to August 20th during 2026 Sturgis Rally.

Please contact me with any questions and notify me upon Council action and we will process the contract documents and make notification to the Contractor.

Sincerely,

Foth Infrastructure & Environment, LLC

Theodore F. Schultz, PE

A handwritten signature in cursive script that reads "Theodore F. Schultz".

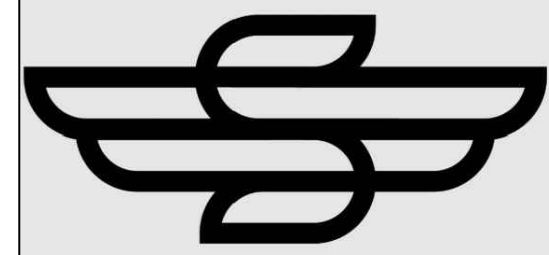
Client Director

Avalanche Rd Paving Project, City of Sturgis, SD						Johner		Sacrison		Simon		Western	
Item No.	Description of Item	Estimated Quantity	Units	Unit Price	Engineer's Estimate	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$15,000	\$15,000	\$10,000.00	\$10,000.00	\$2,881.00	\$2,881.00	\$19,500.00	\$19,500.00	\$4,000.00	\$4,000.00
2	Incidental Work	1	LS	\$4,400	\$4,400	\$5,000.00	\$5,000.00	\$2,393.00	\$2,393.00	\$8,790.00	\$8,790.00	\$14,000.00	\$14,000.00
3	Traffic Control	1	LS	\$17,000	\$17,000	\$13,500.00	\$13,500.00	\$12,450.00	\$12,450.00	\$11,750.00	\$11,750.00	\$11,500.00	\$11,500.00
4	Asphalt Concrete, Class E, Type 1 - 5"	2800	TON	\$115	\$322,000	\$114.00	\$319,200.00	\$108.91	\$304,948.00	\$108.25	\$303,100.00	\$131.75	\$368,900.00
5	Asphalt Tack	2.2	TON	\$3,000	\$6,600	\$1,550.00	\$3,410.00	\$1,565.00	\$3,443.00	\$1,300.00	\$2,860.00	\$2,150.00	\$4,730.00
Total Project Bid					\$365,000	Total	\$351,110.00	Total	\$326,115.00	Total	\$346,000.00	Total	\$403,130.00

Certified Bid Tabulation:


Ted Schultz, PE

7/13/2026
FOTH



CITY OF
STURGIS
SOUTH DAKOTA

JUNE 2026 AVALANCHE ROAD PAVING PROJECT

ASPHALT ROAD SURFACING

CITY OF STURGIS
STURGIS, SD
0022S200.00

UTILITY AND EMERGENCY TELEPHONE NUMBERS

CITY OF STURGIS - STURGIS, SD, SOUTH DAKOTA	
EMERGENCY:	911
SOUTH DAKOTA ONE CALL	1-(800) 781-7474
BLACK HILLS ENERGY	(888) 890-5554
CENTURYLINK	(605) 394-4720
MIDCO	(605) 787-3371
MDU	(605) 642-2654
VAST BROADBAND	(605) 721-2000
CITY OF STURGIS WATER	(605) 347-3916
CITY OF STURGIS WASTEWATER	(605) 347-3916
CITY OF STURGIS PUBLIC WORKS	(605) 347-3916

OWNER CONTACT INFORMATION

RICK J. BUSH, CPWP-M
DIRECTOR OF PUBLIC WORKS
CITY OF STURGIS
OFFICE (605) 347-3916

ENGINEER CONTACT INFORMATION

THEODORE F. SCHULTZ - PE
FOTH INFRASTRUCTURE & ENVIRONMENT, LLC
510 1/2 9TH STREET, SUITE 200
RAPID CITY, SD 57702
PHONE: (651) 288-8608

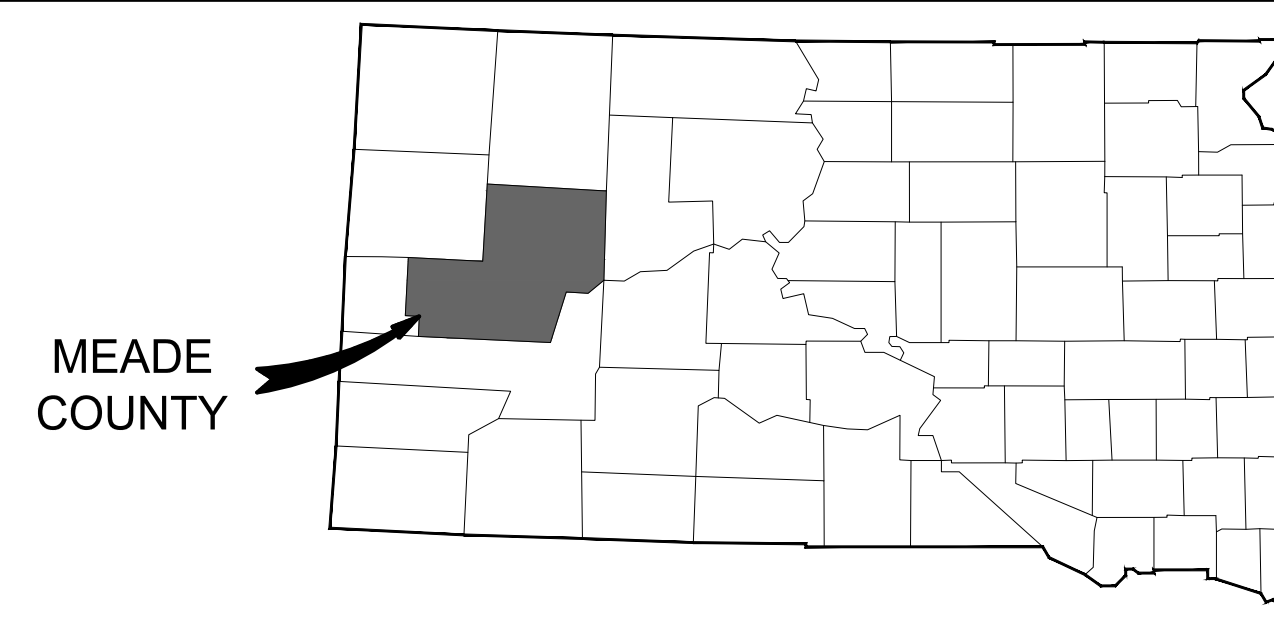
PROJECT ADDRESS

PROJECT ADDRESS

LOCATION MAP



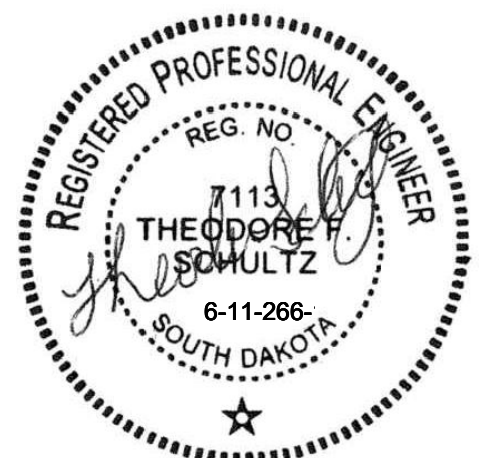
STATE & COUNTY LOCATION



STATE: SOUTH DAKOTA COUNTY: MEADE

PRELIMINARY

INDEX OF SHEETS

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GENERAL PROJECT NOTES

PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF ASPHALT SURFACING IMPROVEMENTS ALONG APPROXIMATELY 3400 FEET OF AVALANCHE ROAD IN STURGIS, SOUTH DAKOTA. THE PRIMARY SCOPE OF WORK INCLUDES PLACEMENT OF ASPHALT PAVEMENT UTILIZING E1 MIX, ALONG WITH ALL NECESSARY TRAFFIC CONTROL TO SAFELY MAINTAIN VEHICULAR ACCESS DURING CONSTRUCTION OPERATIONS.

PRIOR TO THE COMMENCEMENT OF ASPHALT PAVING, THE CITY OF STURGIS WILL COMPLETE ALL REQUIRED BASE COURSE PREPARATION AND GRADING TO ESTABLISH PROPER SUBGRADE AND PROFILE. THE CONTRACTOR SHALL COORDINATE PAVING OPERATIONS WITH THE CITY TO ENSURE THE PREPARED BASE COURSE IS ACCEPTED AND READY FOR SURFACING.

WORK SHALL INCLUDE SAW CUTTING AT ALL SIDE ROAD APPROACHES IDENTIFIED IN THE PLANS. ASPHALT PAVING SHALL BE COMPLETED TO PROVIDE SMOOTH, UNIFORM TRANSITIONS MATCHING INTO EXISTING PAVEMENT SURFACES AT THESE LOCATIONS.

ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH APPLICABLE CITY OF STURGIS AND SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION (SDDOT) STANDARDS AND SPECIFICATIONS.

CONSTRUCTION SEQUENCE

- A PRECONSTRUCTION MEETING MUST BE HELD BEFORE ANY CONSTRUCTION ACTIVITIES TAKE PLACE.
- THE CONTRACTOR IS REQUIRED TO NOTIFY THE CITY 72 HOURS OR MORE TO BEGIN PAVING.
- ONCE CONSTRUCTION BEGINS CONTINUOUS PROGRESS MUST BE MADE UNTIL SUBSTANTIAL COMPLETION HAS BEEN OBTAINED.
- CONTRACTOR IS REQUIRED TO PROVIDE A TRAFFIC CONTROL PLAN PRIOR TO CONSTRUCTION THAT FOLLOWS THE REQUIREMENTS OF THE TRAFFIC CONTROL PLAN SHEET(S). INSTALL ALL TRAFFIC CONTROL AND PROVIDE ACCESS AREAS AS SHOWN.
- TRAFFIC WILL BE MAINTAINED AT ALL TIMES.
- CONTRACTOR IS PROHIBITED FROM PERFORMING ANY CONSTRUCTION ACTIVITIES FROM AUGUST 3RD THROUGH THE AUGUST 20TH UNLESS OTHERWISE APPROVED BY THE CITY OF STURGIS.
- CONTRACTOR STAGING OF EQUIPMENT AT THE CITY RUBBLE SITE IS ALLOWED.

GENERAL NOTES

- CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLAN TO ENGINEER PRIOR TO CONSTRUCTION FOR APPROVAL.
- ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH CURRENT MUTCD STANDARDS AND SECTION 634 OF THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, CURRENT EDITION.
- CONTRACTOR SHALL REMOVE ALL SIGNS, PROTECT AND CONFIRM WITH OWNER PRIOR TO REINSTALLATION. OWNER MAY PROVIDE NEW SIGNAGE PRIOR TO INSTALLATION. ALL TRAFFIC CONTROL AND STREET SIGNS DAMAGED OR MOVED BY THE CONTRACTOR SHALL BE RESET, REPLACED OR REPAIRED WITHOUT ADDITIONAL PAYMENT.
- CONTRACTOR SHALL PROVIDE ACCESS TO TRAFFIC AT ALL TIMES. COORDINATE WITH PROPERTY OWNERS FOR ALL WORK BLOCKING DRIVEWAYS.
- THE MOST CURRENT EDITION OF THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES WITH SUPPLEMENTAL SPECIFICATIONS AND ERRATA, STANDARD PLATES AND REQUIRED PROVISIONS, SUPPLEMENTAL SPECIFICATIONS, AND/OR SPECIAL PROVISIONS AS INCLUDED IN THE PROJECT MANUAL ARE HEREBY MADE A PART OF THESE SPECIFICATIONS IN ITS ENTIRETY UNLESS OTHERWISE REVISED, DELETED, OR SUPPLEMENTED HEREIN.
- THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES WITH SUPPLEMENTAL SPECIFICATIONS AND ERRATA CAN BE DOWNLOADED FROM THE SDDOT'S WEBSITE AT <http://www.sddot.com/>.
- THE CONSTRUCTION LIMITS SHALL BE WITHIN THE RIGHT OF WAY AND CITY PROPERTY. THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING A STAGING/STOCKPILE AREA FOR MATERIALS AND/ OR EQUIPMENT. MATERIAL STORAGE AND VEHICLE AND EQUIPMENT TRAFFIC SHALL BE LIMITED TO CITY PROPERTY. THE CONTRACTOR SHALL WORK WITH THE ENGINEER TO DELINEATE STORAGE AREAS. THE CONTRACTOR IS RESPONSIBLE FOR THE SECURITY AND PROTECTION OF ALL STORED MATERIALS. CONSTRUCTION LIMITS SHALL BE KEPT NEAT AND ORDERLY DURING NON-WORKING HOURS. THE CONTRACTOR SHALL RECLAIM THE AREA TO THE SATISFACTION OF THE ENGINEER. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE PROPERTY OWNERS RELATING TO ACCESS TO THEIR PROPERTY AND ANY SUBSEQUENT DAMAGES.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR ORGANIZING THIRD PARTY ACCEPTANCE TESTS AND A BACKUP TEST IF REQUIRED. THE CITY MUST RECEIVE ALL TEST RESULTS DIRECTLY FROM THE TESTING AGENCY. ALL TESTS REQUIRED WILL BE PAID BY THE CONTRACTOR AND MEET THE APPROPRIATE TESTING REQUIREMENTS.
- THE CONTRACTOR SHALL MAINTAIN THE COMPLETED SUBGRADE AND BASE COURSE. WHERE DISTURBED BY SUBSEQUENT CONSTRUCTION ACTIVITY OR ADVERSE WEATHER, THE CONTRACTOR SHALL SCARIFY, RESHAPE AND COMPACT THE MATERIAL TO REQUIRED DENSITY. ADDITIONAL PAYMENT SHALL NOT BE MADE FOR MAINTENANCE.
- CONTRACTOR SHALL VERIFY THAT THE BASE COURSE IS PROPERLY PREPARED, COMPACTED, AND ACCEPTED BY THE ENGINEER PRIOR TO PAVING. ANY DEFICIENCIES SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION BEFORE PLACEMENT OF ASPHALT.
- A TACK COAT SHALL BE APPLIED TO ALL EXISTING PAVEMENT SURFACES AND VERTICAL EDGES PRIOR TO ASPHALT PLACEMENT IN ACCORDANCE WITH SDDOT SPECIFICATIONS.
- ALL EXISTING PAVEMENT EDGES AND SIDE ROAD APPROACHES SHALL BE SAWCUT TO PROVIDE A CLEAN, STRAIGHT EDGE PRIOR TO PLACEMENT OF ASPHALT.
- ASPHALT SHALL BE COMPACTED TO MEET SDDOT DENSITY REQUIREMENTS. ANY AREAS FAILING TO MEET

GENERAL PROJECT NOTES

REQUIREMENTS SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.

- ASPHALT PLACEMENT SHALL NOT OCCUR DURING UNSUITABLE WEATHER CONDITIONS OR WHEN SURFACE OR AIR TEMPERATURES DO NOT MEET SDDOT REQUIREMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING ASPHALT DENSITY TESTING IN ACCORDANCE WITH CITY SPECIFICATIONS. DENSITY TESTING SHALL BE PERFORMED AT A MINIMUM FREQUENCY OF ONE (1) TEST PER 400 TONS OF ASPHALT MIXTURE PLACED FOR EACH LIFT. IN-PLACE DENSITY TESTING SHALL BE CONDUCTED USING NON-DESTRUCTIVE (NUCLEAR GAUGE) METHODS, OR AS OTHERWISE REQUIRED BY THE CITY. ALL SAMPLING AND TESTING SHALL BE PERFORMED BY CERTIFIED TESTING LABORATORY PERSONNEL, AND ALL RESULTS SHALL BE SUBMITTED TO THE ENGINEER. FAILING DENSITY TEST RESULTS SHALL BE SUBJECT TO PAY ADJUSTMENTS, ADDITIONAL WARRANTY REQUIREMENTS, OR REMOVAL AND REPLACEMENT IN ACCORDANCE WITH CITY SPECIFICATIONS.

RESTORATION NOTES

- ANY AREAS DISTURBED OUTSIDE THE DESIGNATED CONSTRUCTION LIMITS SHALL BE RESTORED TO THEIR PRECONSTRUCTION CONDITION OR BETTER AT THE CONTRACTOR'S EXPENSE, AS DETERMINED BY THE ENGINEER. RESTORATION SHALL INCLUDE, BUT IS NOT LIMITED TO, GRADING, TOPSOIL PLACEMENT, SEEDING, AND REPLACEMENT OF ANY DAMAGED IMPROVEMENTS.
- THE CONTRACTOR SHALL REMOVE ALL SURPLUS MATERIALS, DEBRIS, AND EQUIPMENT FROM THE SITE UPON COMPLETION OF WORK.

SUBMITTALS

- CONTRACTOR IS REQUIRED TO SUBMIT THE FOLLOWING ITEMS TO THE CITY FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION. ALL MATERIAL MUST BE NEW.
 - CONSTRUCTION SCHEDULE
 - TRAFFIC CONTROL PLAN
 - ASPHALT AND CONCRETE MIXES

CONSTRUCTION SCHEDULE

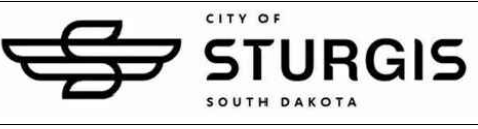
- THE CONTRACTOR SHALL PREPARE A CONSTRUCTION SCHEDULE FOR APPROVAL TO THE ENGINEER THAT WILL ENSURE THE COMPLETION OF THE PROJECT WITHIN THE TIME FRAME SPECIFIED. THIS SCHEDULE MUST BE PROVIDED TO THE ENGINEER FOR REVIEW A MINIMUM OF 3 DAYS PRIOR TO THE PRECONSTRUCTION MEETING. THE NOTICE TO PROCEED WILL NOT BE ISSUED UNTIL THE SCHEDULE HAS BEEN APPROVED BY THE CITY.

INCIDENTAL WORK

- THE FOLLOWING ITEMS SHALL BE INCIDENTAL TO OTHER ITEMS OF WORK. INCIDENTAL WORK SHALL INCLUDE SAWCUTTING, ASPHALT REMOVAL & DISPOSAL, GENERAL CLEAN UP, SWEEPING, STAGING, AND ALL MISCELLANEOUS ITEMS NOT INCLUDED IN THE REGULAR ITEMS COVERED BY UNIT PRICES IN THE PROPOSAL BUT WHICH MUST BE PERFORMED IN ORDER TO PROPERLY COMPLETE THE WORK.

GENERAL PROJECT NOTES

PREPARED FOR:



PREPARED BY:



REVISION DESCRIPTION																			
NO																			

AVALANCHE ROAD PAVING PROJECT

CITY OF STURGIS

MEADE COUNTY, SOUTH DAKOTA

GENERAL PROJECT NOTES



DESIGNED: TESTE	DRAWN: DJP	CHECKED: TESTE
PROJECT NO: 0026W006.00		
PRINT DATE: 6/10/2026		
SHEET NO.		

G2.00

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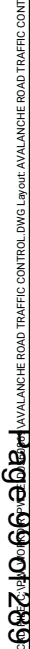
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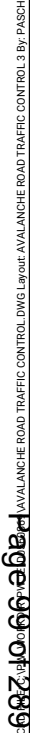
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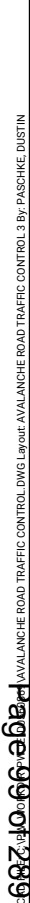
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AVAILANCHE ROAD TRAFFIC CONTROL.DWG Layout: AVALANCHE ROAD TRAFFIC CONTROL 3 By: PASCHKE, DUSTIN

Posted Speed Prior to Work (M.P.H.)	Spacing of Advance Warning Signs (Feet) (A)	Spacing of Channelizing Devices (Feet) (G)
0 - 30	200	25
35 - 40	350	25
45	500	25
50	500	50
55	750	50
60 - 65	1000	50

- Flagger
- Channelizing Device

For low-volume traffic situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger may be used.

The ROAD WORK AHEAD and the END ROAD WORK signs may be omitted for short duration operations (1 hour or less).

For tack and/or flush seal operations, when flaggers are not being used, the FRESH OIL sign (W21-2) will be displayed in advance of the liquid asphalt areas.

Flashing warning lights and/or flags may be used to call attention to the advance warning signs.

The channelizing devices will be drums or 42" cones.

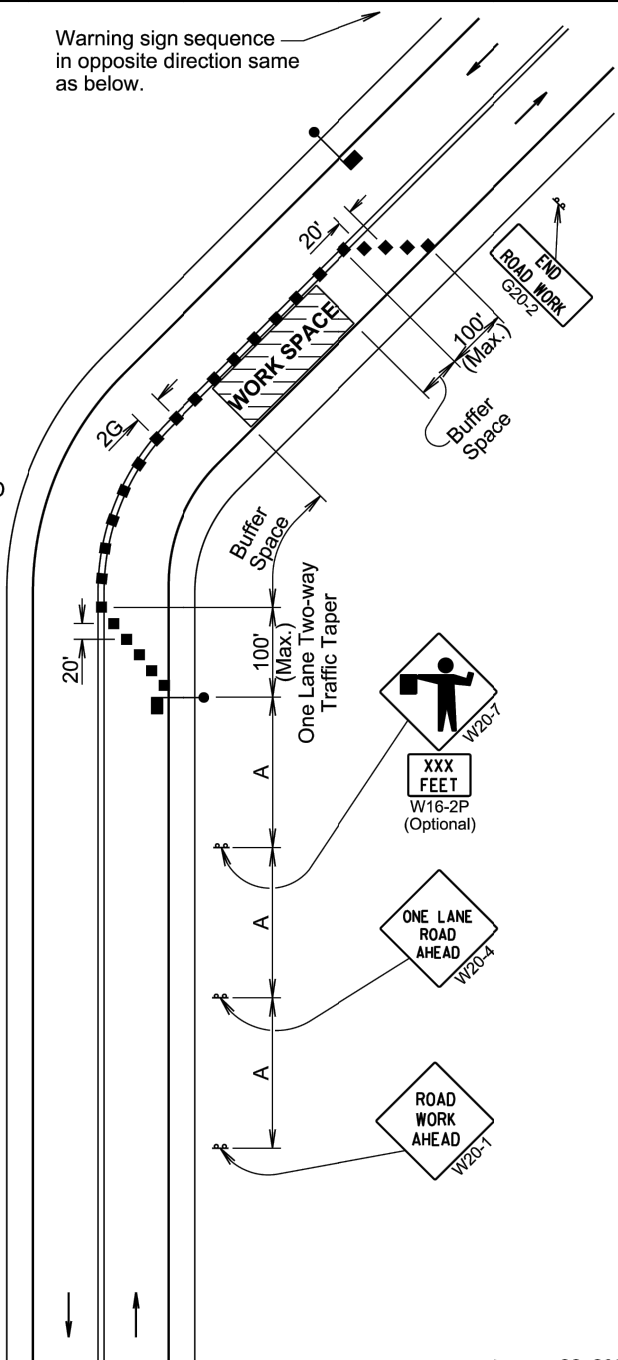
Channelizing devices are not required along the centerline adjacent to work area when pilot cars are utilized for escorting traffic through the work area.

Channelizing devices and flaggers will be used at intersecting roads to control intersecting road traffic as required.

The buffer space should be extended so that the two-way traffic taper is placed before a horizontal or vertical curve to provide adequate sight distance for the flagger and queue of stopped vehicles.

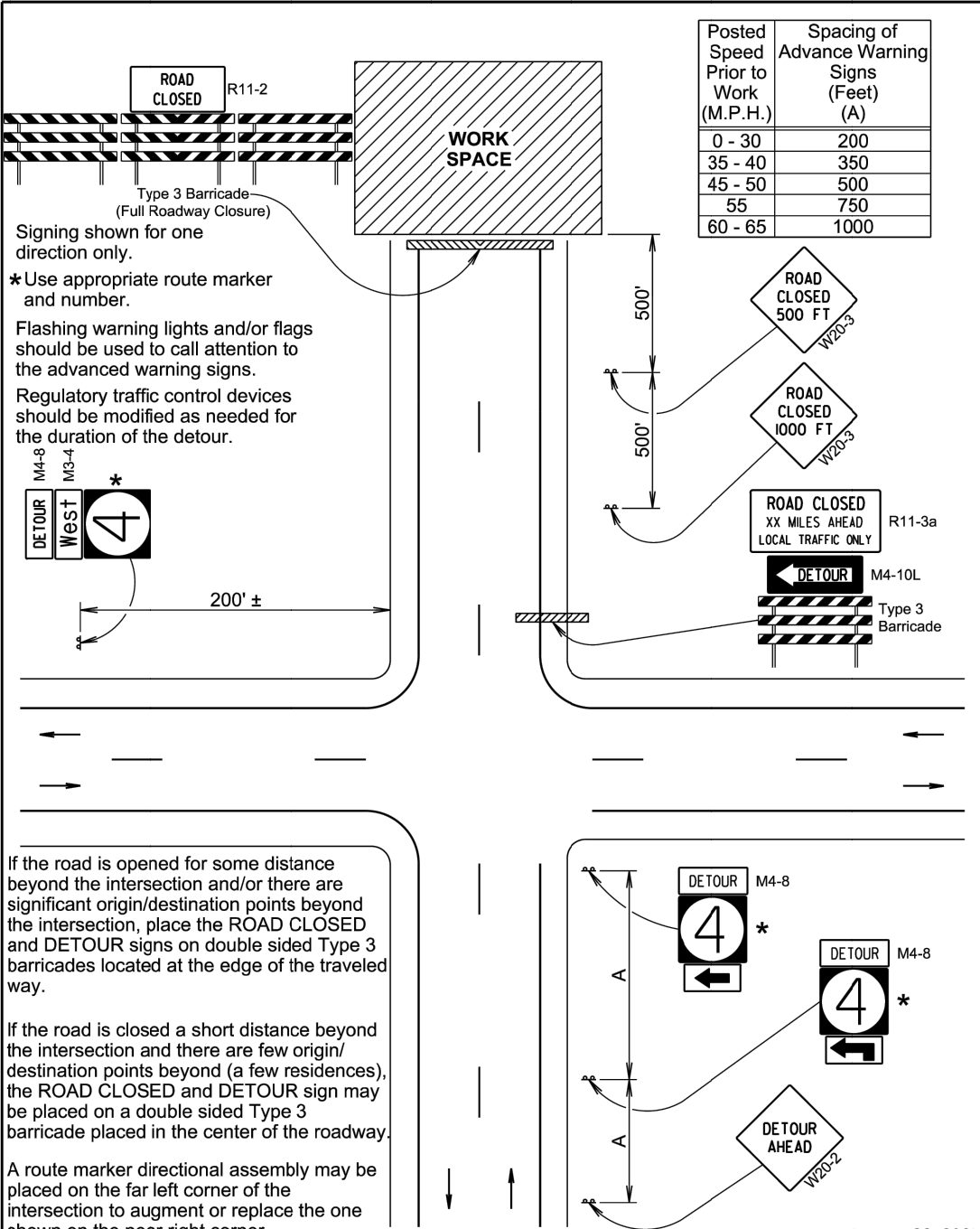
The length of A may be adjusted to fit field conditions.

Warning sign sequence in opposite direction same as below.



January 22, 2021

Published Date: 2027	S D D O T	LANE CLOSURE WITH FLAGGER PROVIDED	PLATE NUMBER
			634.23
			Sheet 1 of 1



January 22, 2021

Published Date: 2027	S D D O T	ROAD CLOSED WITH OFF-SITE DETOUR	PLATE NUMBER
			634.29
			Sheet 1 of 1

PREPARED FOR:



PREPARED BY:



REVISION DESCRIPTION

BY

DATE

NO

AVALANCHE ROAD PAVING PROJECT
CITY OF STURGIS
MEADE COUNTY, SOUTH DAKOTA

AVALANCHE ROAD TRAFFIC CONTROL DETAILS



DESIGNED: TST	DRAWN: DJPDJ	CHECKED: TST
PROJECT NO: 0026W006.00		
PRINT DATE: 6/10/2026		
SHEET NO.		

G3.04

Page 12 of 17

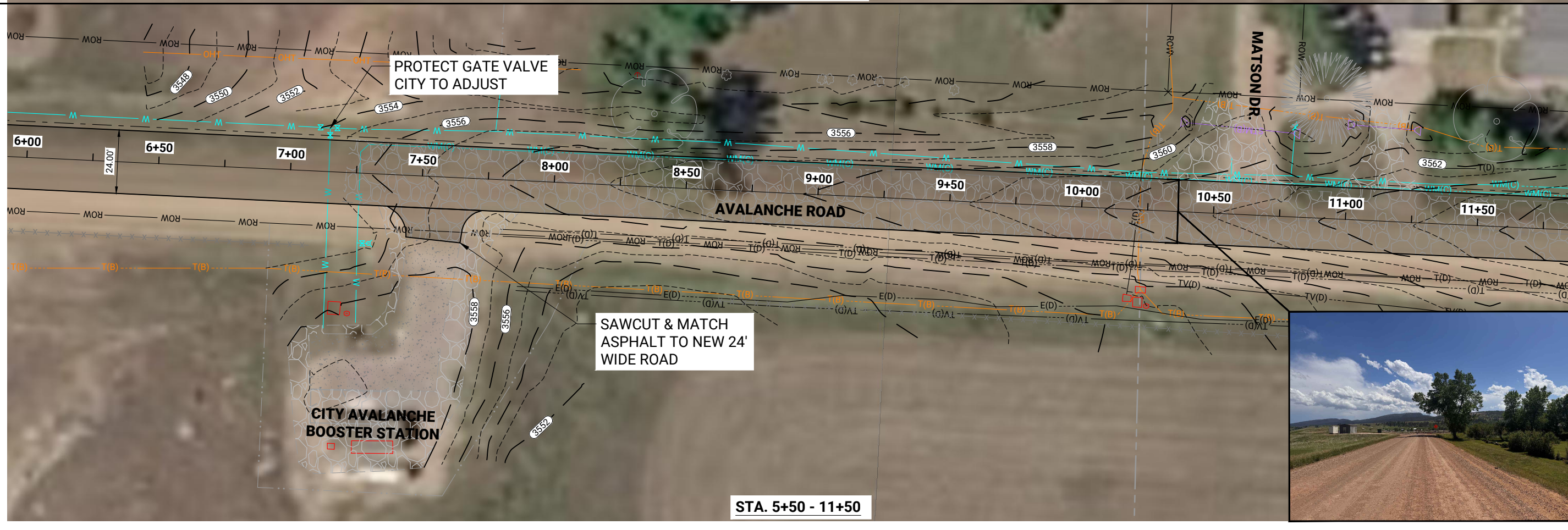
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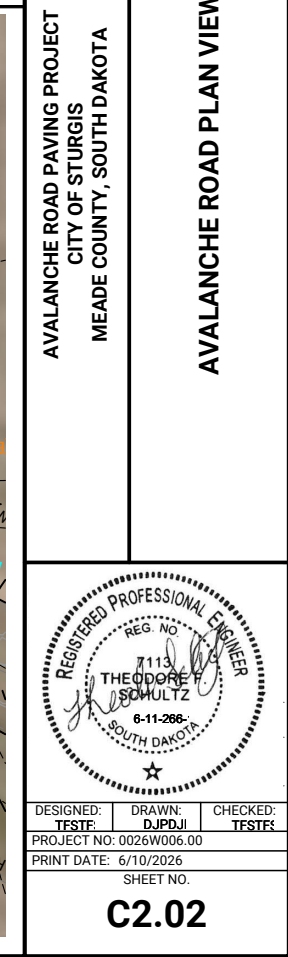
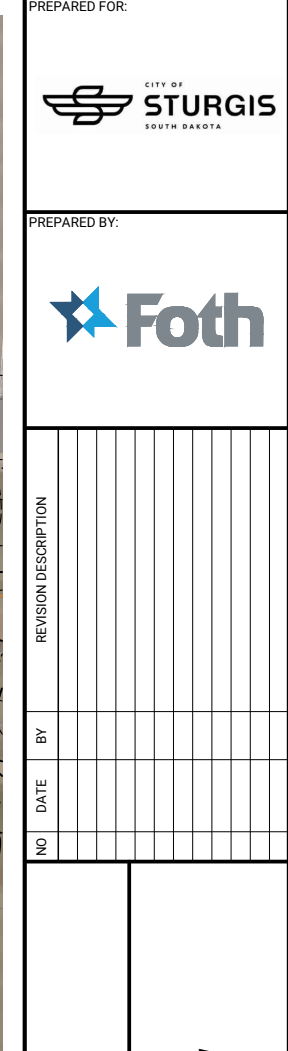


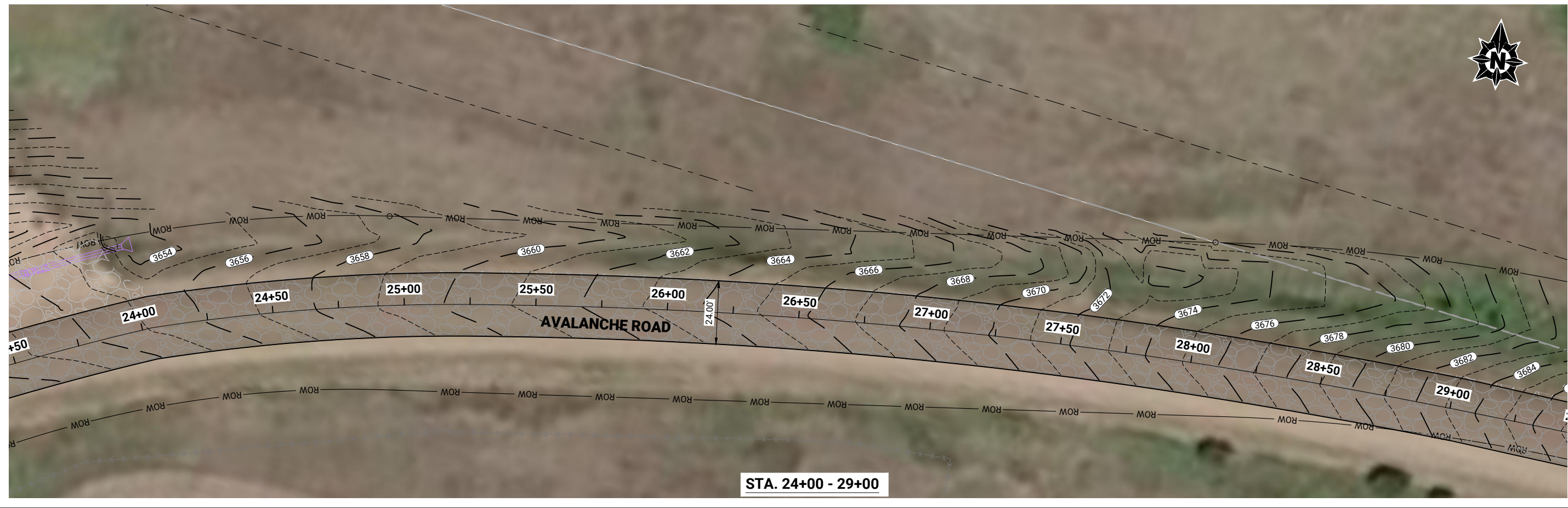
*** 31+50 TO 33+50 SUPERELEVATION PER PLANS**

**** 31+50 TO 34+00 WIDTH VARIES 24' TO 40'**

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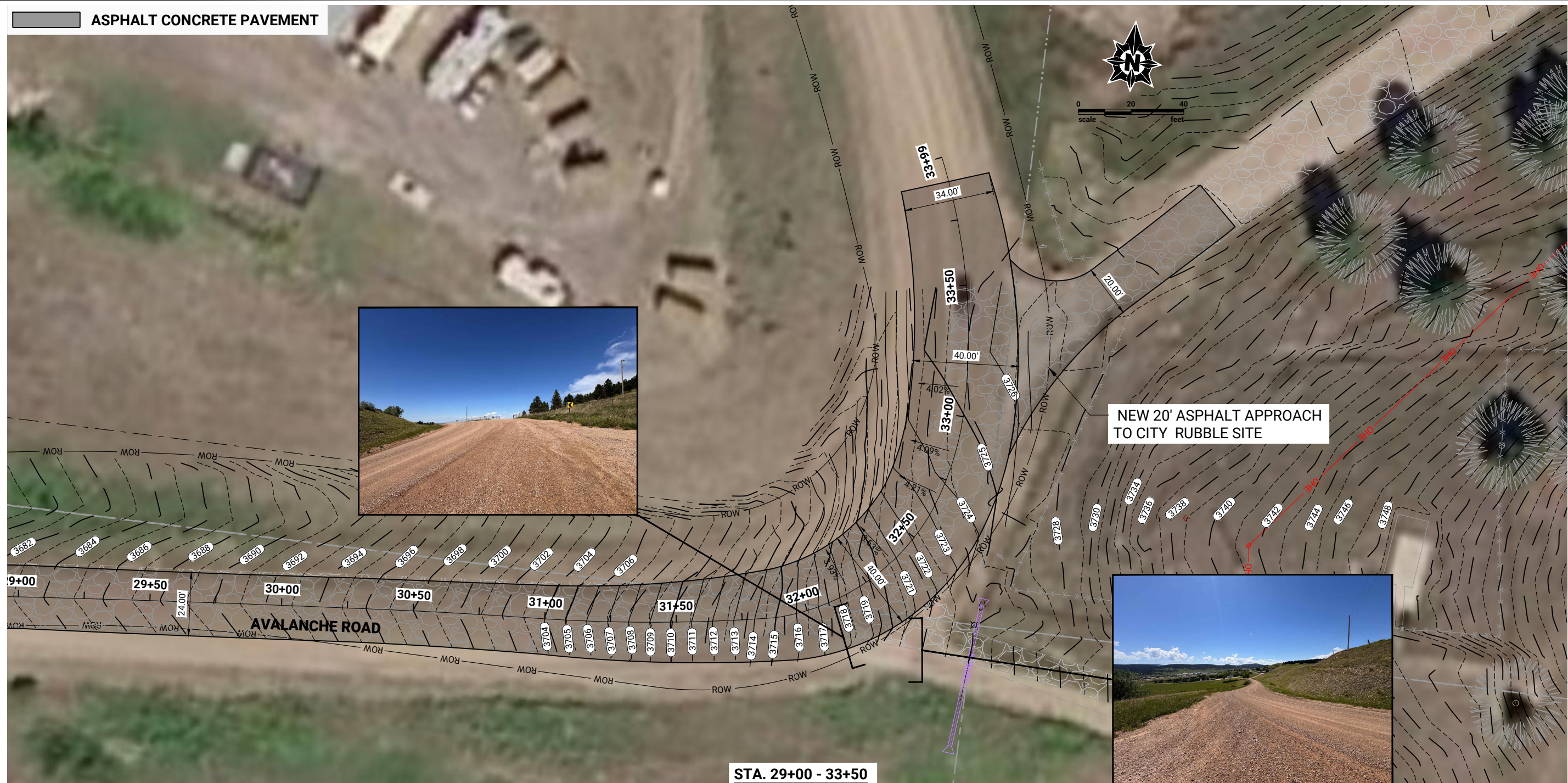
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CITY OF STURGIS
MEADE COUNTY, SOUTH DAKOTA**

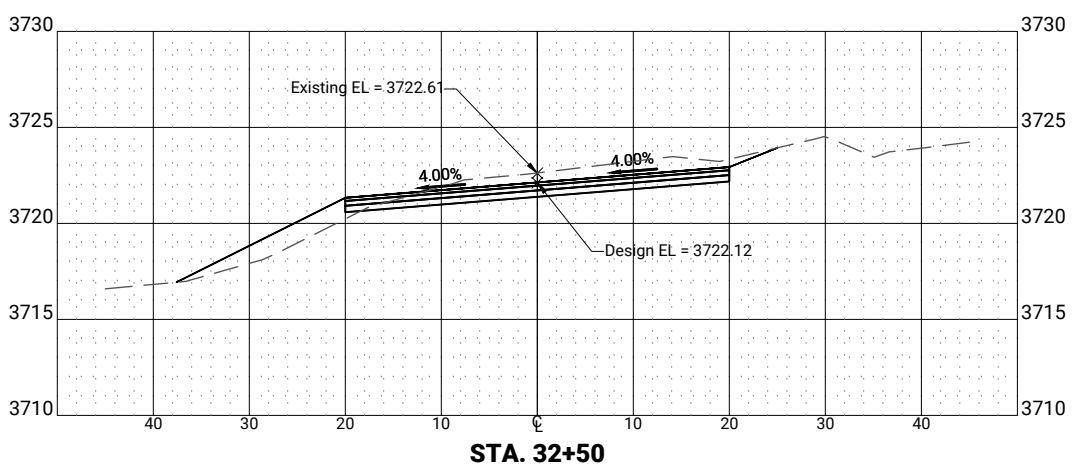
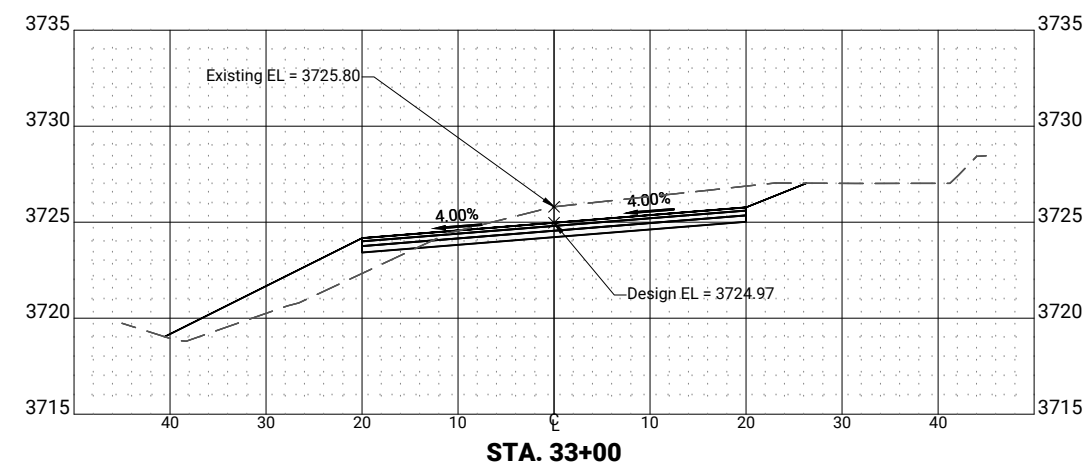
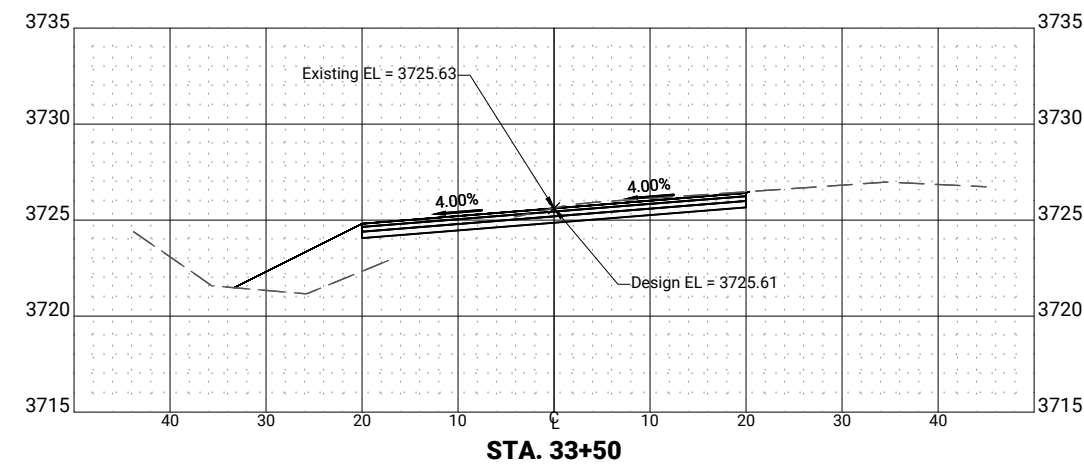
AVALANCHE ROAD PLAN VIEW



DESIGNED: TFSTF	DRAWN: DJPDJI	CHECKED: TFSTF
PROJECT NO: 0026W006.00		
PRINT DATE: 6/10/2026		
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**AVALANCHE ROAD PAVING PROJECT
CITY OF STURGIS
MEADE COUNTY, SOUTH DAKOTA**



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PRINT DATE: 6/10/2026		
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Meeting Date: City Council - Jul 20 2026

Agenda Item: Consideration to Approve Resolution 2026-36 Adopting the City of Sturgis Safe Streets and Roads for All (SS4A) Safety Action Plan.

Prepared By: Rick Bush, Director of Public Works

BACKGROUND INFORMATION:

The City of Sturgis undertook the development of a comprehensive Safety Action Plan through the U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) program. The purpose of the SS4A program is to assist communities in developing a comprehensive, data-driven approach to reducing roadway fatalities and serious injuries.

The City contracted with JEO Consulting Group, Inc. to develop the Sturgis SS4A Safety Action Plan. The scope of work included project management, coordination with an advisory committee, a comprehensive street safety assessment, stakeholder and community engagement, review of existing policies and practices, identification and prioritization of potential safety improvements, and development of the final Safety Action Plan.

The planning effort evaluated the safety of the City's transportation system, including streets and facilities serving pedestrians, bicyclists, motorists, and other transportation users. The process included analysis of available crash data, identification of locations and conditions associated with higher safety risks, consideration of contributing factors and crash types, and development of a prioritized framework for future safety improvements.

SAFETY ACTION PLAN

The SS4A Safety Action Plan provides the City with a comprehensive, data-driven roadmap for improving transportation safety throughout Sturgis. Rather than focusing only on individual crash locations, the plan establishes a broader and more proactive approach to identifying risk and addressing conditions that may contribute to fatal and serious-injury crashes.

Key elements of the Safety Action Plan include:

- Analysis of historical crash data and existing transportation safety conditions;
- Identification of priority locations and safety concerns within the transportation network;
- Evaluation of safety needs for motorists, pedestrians, bicyclists, and other transportation users;
- Review of existing City policies, practices, and processes related to transportation safety;
- Stakeholder, advisory committee, and community engagement;
- Identification of proven safety countermeasures and strategies;
- Development of prioritized short-, mid-, and long-term projects and actions; and
- Establishment of a framework for measuring progress and guiding future investment.

The plan supports a proactive approach to transportation safety based on the principle that roadway fatalities and serious injuries are preventable. It is intended to help the City incorporate safety

considerations into future capital improvement planning, street reconstruction, maintenance activities, development review, policy decisions, and other transportation-related investments.

IMPLEMENTATION AND FUTURE FUNDING

Adoption of the Safety Action Plan does not commit the City to immediately construct every project or implement every recommendation identified in the plan. Individual projects and strategies will continue to be evaluated based on demonstrated safety need, project feasibility, available funding, competing infrastructure priorities, and future City Council authorization, as applicable.

The plan is intended to serve as a decision-making and prioritization tool. Recommended improvements may be incorporated into future capital improvement programs, street projects, maintenance activities, grant applications, and other transportation initiatives as opportunities arise.

Formal adoption of the Safety Action Plan also establishes an important foundation for pursuing future federal and state transportation safety funding opportunities. Having an adopted, data-driven Safety Action Plan positions the City to pursue funding for eligible projects and strategies identified through the planning process, subject to the requirements of future funding programs.

DISCUSSION:

The City has historically addressed transportation safety through individual projects, maintenance programs, infrastructure improvements, and coordination with state and federal transportation partners. The SS4A Safety Action Plan builds upon those efforts by establishing a coordinated citywide framework for identifying safety needs and prioritizing future actions.

The plan is not intended to replace engineering judgment, future project development, public involvement, or City Council decision-making. Instead, it provides the City with a consistent framework for evaluating transportation safety and directing limited resources toward improvements that have the greatest potential to reduce fatal and serious-injury crashes.

Implementation will occur over time and will depend upon available resources, funding opportunities, project readiness, coordination with partner agencies, and other community priorities. Progress should be periodically reviewed as projects are completed, new crash data becomes available, and transportation conditions within the community change.

BUDGET IMPACT:

There is no immediate construction or capital expenditure associated with adoption of the Safety Action Plan.

Future implementation of individual projects or strategies identified in the plan may have fiscal impacts. Those projects will be evaluated individually and brought forward through the appropriate budgeting, capital improvement, grant application, procurement, and City Council approval processes.

Adoption of the plan may also improve the City's ability to compete for future transportation safety grants and other outside funding opportunities.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2026-36, formally adopting the City of Sturgis Safe Streets and Roads for All (SS4A) Safety Action Plan.

Adoption of the plan represents the completion of an important planning effort and provides the City with a comprehensive framework for continuing to improve transportation safety. The plan will help guide future policy decisions, infrastructure investments, project prioritization, and funding strategies with the long-term objective of reducing fatal and serious-injury crashes and providing a safer transportation system for residents and visitors.

ATTACHMENTS:

[Resolution 2026-36 A RESOLUTION A RESOLUTION TO ADOPT THE SAFE STREETS AND ROADS FOR ALL \(SS4A\) SAFETY ACTION PLAN](#)
[Sturgis SS4A 20260710](#)

Approved By:

Rick Bush, Director of Public Works

Status:

Approved - Jul 15 2026

**CITY OF STURGIS
RESOLUTION NO. 2026-36**

**A RESOLUTION TO ADOPT THE SAFE STREETS AND ROADS FOR ALL (SS4A)
SAFETY ACTION PLAN**

WHEREAS, the City of Sturgis seeks to support and promote the national Vision Zero Initiative to eliminate traffic fatalities and serious injuries, while increasing safe, healthy, equitable mobility for all in the community; and

WHEREAS, the City of Sturgis has initiated the development of the Safe Streets and Roads for all (SS4A) Safety Action Plan to be a part of the national Vision Zero Initiative to promote a positive and proactive shift in thinking from traffic crashes happen, to traffic crashes resulting in street fatalities and serious injuries are preventable; and

WHEREAS, the plan provides a comprehensive, data-driven roadmap to guide citywide action. The SS4A Safety Action Plan was built on existing local efforts and developed with the input from stakeholders and proposes strategies and policy areas for improvement to directly enhance safety on the transportation system consistent with the U.S. Department of Transportation's SS4A Action Plan process.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sturgis, South Dakota, that the City of Sturgis does hereby adopt the Sturgis Safe Streets for All (SS4A) Safety Action Plan attached hereto.

PASSED AND ADOPTED by the Common Council of the City of Sturgis, South Dakota, this 20th day of July, 2026.

CITY OF STURGIS

Mayor, Rodney J. Bradley

ATTEST:

Finance Officer, Ann Bertolotto

(SEAL)

CITY OF STURGIS

SAFE STREETS & ROADS FOR ALL (SS4A)

SAFETY ACTION PLAN



20
26





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EXECUTIVE SUMMARY

Through the U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) Program, the City developed this Safety Action Plan to identify transportation safety concerns, establish a framework for reducing fatal and serious injury crashes (KSI), and prioritize projects that support a safer and more connected transportation network.

Development of this plan included a comprehensive review of crash history, severity, and locations in the community. Additionally, roadway characteristics, community feedback, stakeholder engagement, and transportation safety best practices were also considered in the planning process. The final plan identified a concentration of KSI crashes along several key corridors and intersections throughout Sturgis, including those serving vulnerable roadway users, school-aged pedestrians, downtown destinations, and areas experiencing increased traffic volumes during the annual Sturgis Motorcycle Rally. Additionally, through the plan's analysis, it was found that pedestrians, bicyclists, and motorcyclists are disproportionately represented in the community's total KSI crashes, reinforcing the need for a transportation system that better accommodates all users.

Analysis completed as part of this effort found that KSI crashes are concentrated within a limited portion of the City's roadway network. The following segments are illustrated in [Figure 1](#):

- **Lazelle Street**
- **Junction Avenue**
- **Sherman Street**
- **Ballpark Road**
- **Douglas Street**
- **3rd Street**



To address these concerns, the Sturgis SS4A Safety Action Plan identifies a series of prioritized infrastructure, policy, planning, and operational improvements grounded in the Federal Highway Administration's (FHWA) Safe System Approach. Some recommended corridor improvements include pedestrian crosswalk enhancements such as ADA accessibility upgrades, access management improvements, trail connectivity enhancements, school zone speed management, and corridor studies to guide future safety improvements. These recommendations focus on reducing crash risk, improving multimodal accessibility, and enhancing safety for all roadway users, but particularly for vulnerable road users throughout the community.

In addition to corridor-specific recommendations, the plan also identifies several system-wide initiatives designed to support long-term safety improvements across the City, including an ADA Transition Plan, Access Management Policy, and School Zone Speed Management. Together with the prioritized corridor built improvements, these combined initiatives provide the City of Sturgis a comprehensive framework for integrating safety into future transportation planning, design, operations, and maintenance.

The completion of this Safety Action Plan positions the City to pursue future funding opportunities for project implementation. The City will continue to evaluate and prioritize projects for implementation based on crash data, community needs, project readiness, and funding availability.

Moving forward, the City will regularly monitor safety performance, track fatal and serious injury crash trends, update its High Injury Network and High Injury Intersection priorities, and evaluate the effectiveness of safety improvements as they are implemented.

This Safety Action Plan represents an important step toward reducing transportation-related fatal and serious injury crashes resulting in fatalities and serious injuries within the community's transportation network.



The City of Sturgis is prioritizing safety on its transportation network through the development on this plan. Sturgis has a bold vision to eliminate fatal and serious injury crashes (Vision Zero) by 2040.

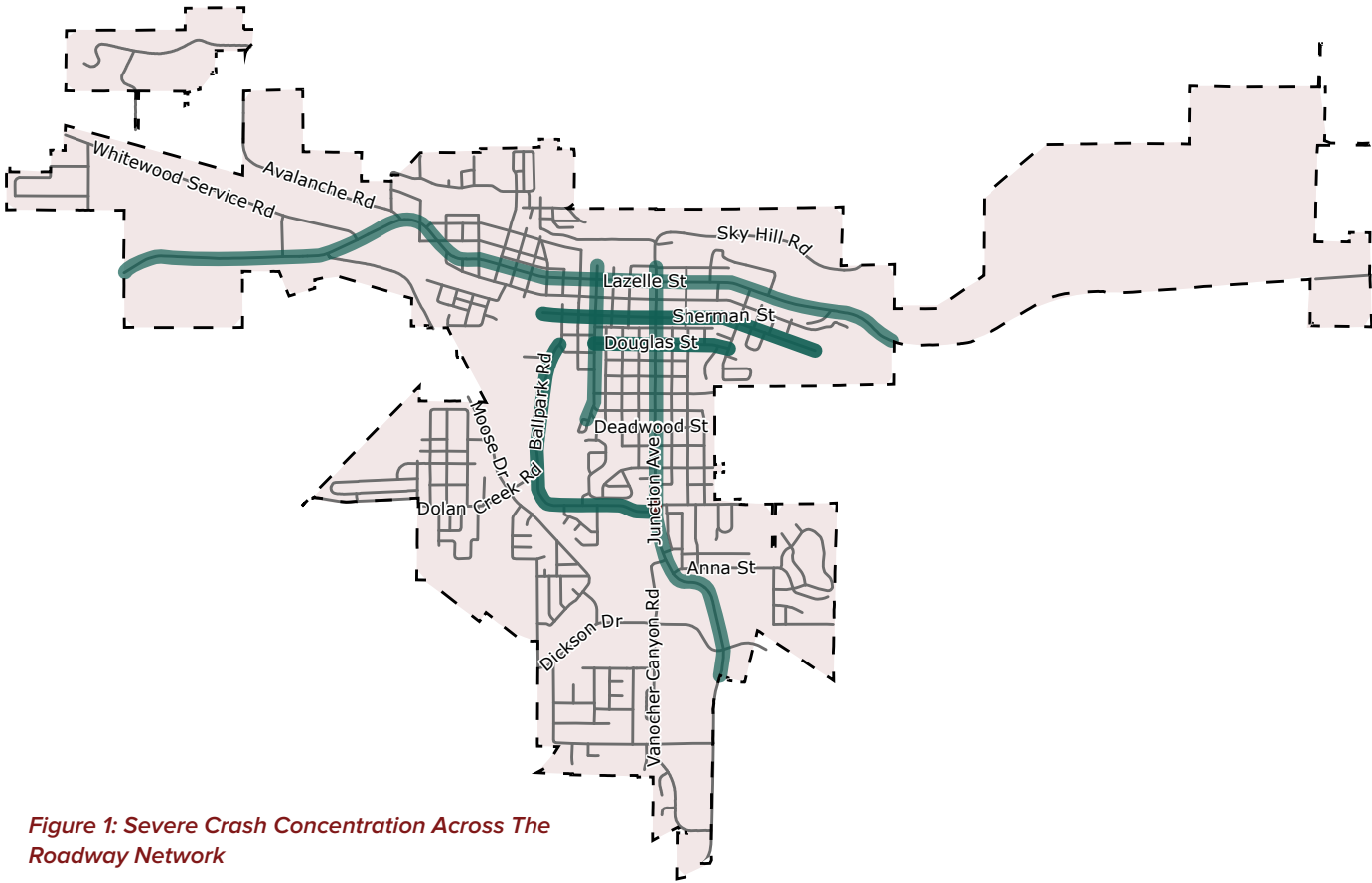


Figure 1: Severe Crash Concentration Across The Roadway Network



Between January 1, 2015, and December 31, 2024, 610 crashes were reported within Sturgis city limits.

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PLAN PURPOSE





PLAN PURPOSE

WHAT IS A SAFETY ACTION PLAN?

The U.S. Department of Transportation (USDOT) established the Safe Streets and Roads for All (SS4A) discretionary program in 2022 with \$5 billion appropriated over five years (2022-2026). The City of Sturgis successfully obtained program grant dollars to complete a Safety Action Plan in late 2024 and kicked off the project in early summer 2025.

The Sturgis SS4A Safety Action Plan (SAP) is the City's blueprint and commitment to provide safe streets and roads for all people and road users. The goal of this plan is to establish and implement steps that can help the City reach zero KSI crashes in the community's street network.

The final SAP includes a community-wide safety analysis, community-identified safety concerns, project recommendations, and an implementation plan that prioritizes locations for deploying safety countermeasures. This plan was funded through a grant obtained by the City of Sturgis from the USDOT SS4A Program.



Figure 2: Safe Systems Approach

Principles of The Safe System Approach

As part of its National Roadway Safety Strategy released in January 2022, the USDOT adopted the Safe System Approach (*Figure 2*) as its guiding paradigm to address roadway safety challenges nationwide. The Safe System Approach is the foundation that will support the City of Sturgis in

achieving its goal of reaching zero KSI crashes. The Safe System Approach is built around the following six principles.

1

Death and Serious Injuries are Unacceptable

The Safe System Approach prioritizes the elimination of crashes that result in death and serious injuries on roadways.

2

Humans Make Mistakes

People make decisions that can lead to crashes, but the transportation system can be designed to accommodate these and avoid death and serious injuries.

3

Humans Are Vulnerable

People have physical limits for tolerating crash forces before death or serious injury occurs; making it critical to design a human-centric transportation system.

4

Responsibility is Shared

All stakeholders – including government at all levels, industry, nonprofit/advocacy, researchers, and the public – are vital to preventing KSI crashes on our roadways.

5

Safety is Proactive

Proactive tools should be used to identify and address safety issues in the transportation system, rather than waiting for crashes to occur and reacting afterwards.

6

Redundancy is Crucial

Reducing risks requires that all parts of the transportation system be strengthened, so that if one part fails, the other parts still protect people.

PROJECT TIMELINE

PROJECT

TIMELINE

Sept 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026
- Project Kick-Off Meeting with Advisory Team - Pop-up Table at Music on Main	- Data Collection and Research - Advisory Group Meeting - Pop-up Table Events	Crash Data Analysis Report	- Identify High Injury Network - Advisory Group Meeting	Focus Group Meetings

Feb 2026	Mar 2026	Apr 2026	May 2026	June 2026	July 2026
Project Prioritization and Selection	Advisory Group Meeting	Draft Safety Action Plan Developed	Draft Safety Action Plan Developed	- Advisory Group Meeting - Draft Plan Finalized - Pop-up Event and Open House Meeting	Present Final Safety Action Plan for Adoption

Objectives of
The Safe System Approach

There are five objectives of the Safe System Approach: safer road users, safer vehicles, safer roads, safer speeds, and post-crash care. To achieve zero KSI crashes, all five of these objectives must be strengthened. Strengthening all objectives allows for redundant layers of protection against KSI crashes on the roadway. The five Safe System objectives are defined below by the National Roadway Strategy.



Safer People

Encourage safe, responsible behavior by people who use our streets and create conditions that prioritize their ability to reach their destination unharmed.

Safer Roads

Design roadway environments to mitigate human mistakes and account for injury tolerances, to encourage safer behaviors, and to facilitate safe travel by the most vulnerable users.

Safer Vehicles

Expand the availability of vehicle systems and features that help to prevent crashes and minimize the impact of crashes on both occupants and nonoccupants.

Safer Speeds

Promote safer speeds in all roadway environments through a combination of thoughtful, context appropriate roadway design, targeted education and outreach campaigns, and enforcement.

Post-Crash Care

Enhance the survivability of crashes through expedient access to emergency medical care, while creating a safe working environment for vital first responders and preventing secondary crashes through robust traffic incident management practices.

THE NEED FOR SAFER STREETS

A total of 42,939 people died in motor vehicle crashes in 2021 within the United States. These deaths occurred in 39,508 crashes involving 61,332 motor vehicles. This was a 10% increase in deaths compared with 2020, according to the Insurance Institute for Highway Safety (IIHS) and the Highway Loss Data Institute (HLDI). Traffic crashes continue to be a leading cause of death for teenagers in America, and disproportionately impact people who are Black, American Indian, or live in rural communities.

The City of Sturgis is not immune to the rise in transportation safety concerns across the country. From 2015-2024, the community recorded more than 600 total motor vehicle crashes, with nearly 35% resulting in death or injury.

The outcome of this plan will provide an overview of the following:

- Historical crash data for the City of Sturgis
- Development of applicable safety countermeasures

- Transportation access and use solutions for all users
- Focused pedestrian/bicycle improvements

39,508 U.S Crashes

42,939 U.S Deaths

10% Increase in U.S Deaths

Nationally represented data from 2021. Insurance Institute for Highway Safety (IIHS) and the Highway Loss Data Institute (HLDI)

STURGIS SAP
ADVISORY TEAM

An advisory team composed of community stakeholders was formed early in the planning process to guide the development of the SAP. The team met regularly over the course of the

project and contributed valuable guidance, feedback, and solutions related to safety concerns within Sturgis's transportation system.

Advisory Team Members

Jesse Blakeman

City of Sturgis

Tim Brown

Richelle Bruch
City of Sturgis Planning
Commission

Rick Bush
City of Sturgis Public Works

Samuel Greear
Black Hills Trails

Aaron Jordan

City of Sturgis

Randy Kittle
FHWA

Amanda Kurth
FHWA

Karen Lynas
Sturgis Parks Board

Hans Nelson
Sturgis Rotary Club

Steve Palmer

SDDOT

Aaron Rabenberg
City of Sturgis Planning
Commission

Mark Schmidt
Monument Health

Geody Vandewater
Sturgis Police Department

Wayne Wormstadt
Sturgis Public Schools

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SAFETY ANALYSIS



SAFETY ANALYSIS

Chapter 2 presents a comprehensive review of transportation safety conditions in Sturgis, South Dakota, using the most recent 10-year crash record (2015–2024) available from the South Dakota Department of Transportation (SDDOT). The analysis examines historical crash patterns alongside traffic volumes, roadway characteristics, multimodal travel, and impacts to pedestrians. By evaluating where and how crashes occur, the study team identified key safety concerns, documented trends, and highlighted contributing conditions across Sturgis’s streets, sidewalks, and trail network. Findings from this data-driven assessment informed the development of targeted strategies and interventions to improve safety outcomes and reduce severe injuries.

STURGIS CRASH ANALYSIS

To support the development of this plan, a series of maps and figures were created to visually depict crashes reported in Sturgis during this 10-year period. The following figures provide a clear picture of these crashes and help establish context for known safety issues and community concerns.

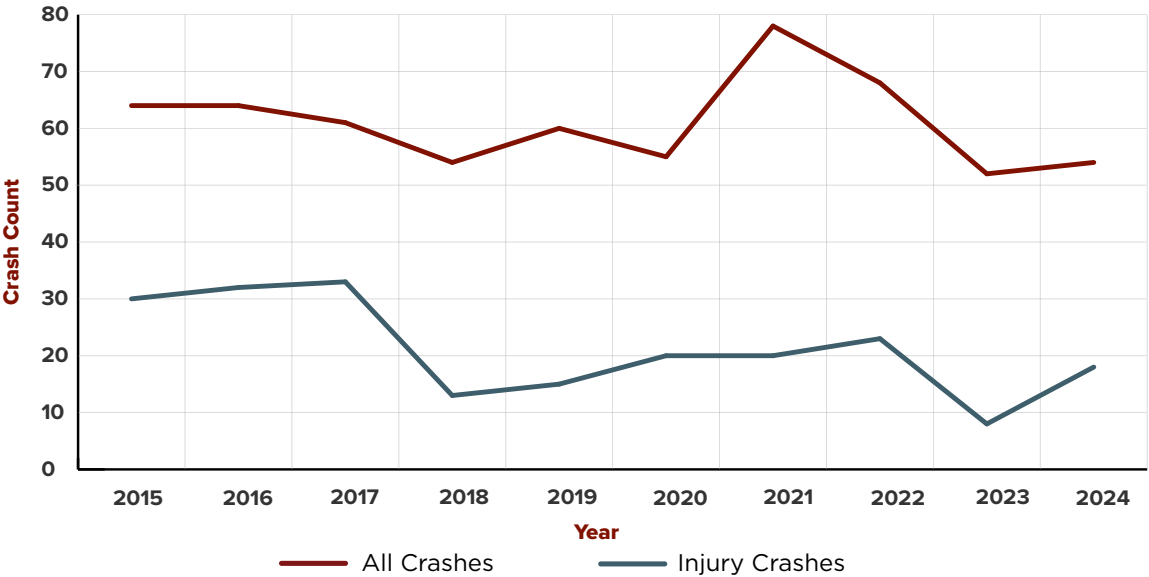


Figure 3: Total Crashes by Year (2015-2024)

Additionally, the following figures and summaries examine crash patterns in greater detail, highlight priority areas, and guide the City’s efforts to create a safer transportation system for all community members and visitors.

Crash data used in this analysis were provided by the SDDOT and supplemented by the City of Sturgis. The review period includes crashes reported between January 1, 2015, and December 31, 2024. During this time, 610 crashes were reported within Sturgis city limits. Of these, 396 were property-damage-only (PDO) crashes and 212 resulted in a death or severe injury to those involved (killed or severely injured, KSI). Sixteen crashes involved a vulnerable road user (VRU), defined in this plan as a person walking, biking, or rolling within the transportation network (e.g., pedestrians and bicyclists).

SUMMARY OF HISTORICAL CRASH DATA

Figure 3 and Table 1 show recorded crashes by injury severity. Additionally, when we look at crashes by month of the year, Sturgis sees a spike in KSI crashes as well as total crashes in the month of August, which aligns with the timing of the annual Sturgis Motorcycle Rally (Figure 4).

Table 1: Sturgis Crashes by Severity (2015-2024)

Crash Severity	Definition (Any crash resulting in...)	Count
K = Fatal	At least one death	4
A = Serious Injury	Injuries that are severe (ex. broken bones, severe lacerations)	40
B = Minor Injury	Injuries that are evident but less severe (ex. bruises, minor cuts)	62
C = Possible Injury	No visible injury but complaints of pain or discomfort	106
Property Damage Only	No injury occurs, only vehicle or property damage is reported	396
Unknown	Minor incident that does not meet reporting threshold	2
Total		610

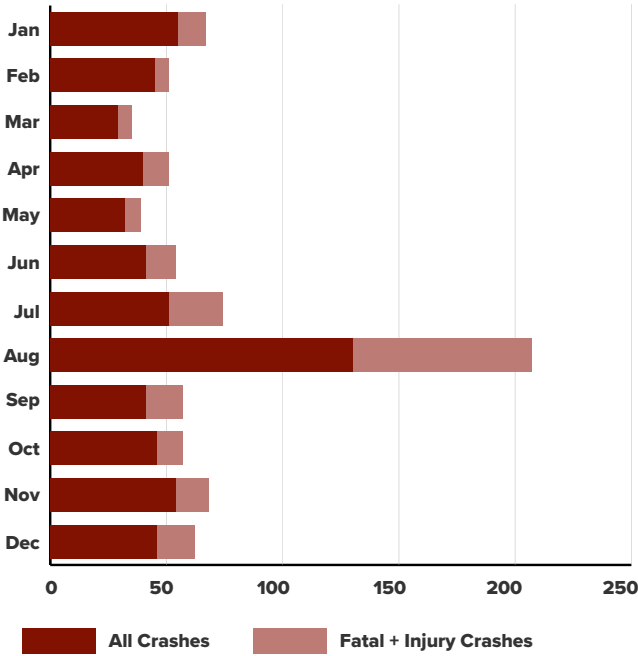


Figure 4: Total Crashes by Month (2015-2024)

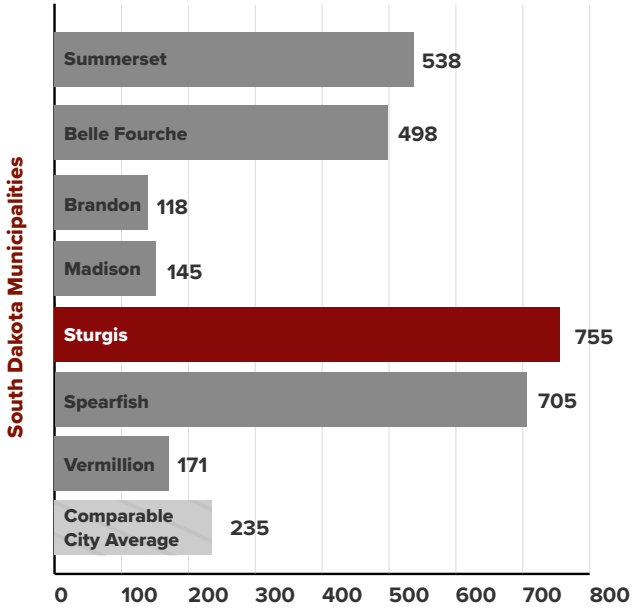


Figure 5: KSI Crashes per 100k Population (2015-2024)

Figure 5 compares crash trends in Sturgis to those in South Dakota communities of similar population. Overall, the data indicates that Sturgis’s recorded KSI crashes per 100,000 community members is much higher than comparable-sized cities. To be expected, there is a trend of more KSI/100k crashes in areas and communities with greater tourism draw (Figure 5), since those communities are likely to experience a greater volume of roadway users during peak times of year.

Roadway characteristic data, such as location, presence of work zone, roadway type, weather condition, road condition, and lighting condition, can be used to identify patterns that can then be used to help prioritize improvements, safety measures, and guide future planning.

The Safe System Approach is a critical component of every SS4A project. Through this planning process, factors influencing crashes were identified and categorized based on the first two objectives of the safe system approach: roadway conditions and roadway users.

The factors related to the **roadway conditions** include:

- Lighting Condition
- Road Condition
- Functional Classification

The factors related to **roadway users** include:

- Seatbelt Usage
- Speeding
- Impaired Driving
- Age
- Vulnerable Road Users

Most of Sturgis’ roadways are classified by SDDOT as local roads. Roads that are classified as local, such as residential streets, typically have lower speeds and volumes and are designed to provide local access rather than serve through traffic. Although only **5.9%** of Sturgis’ roadways are considered Principal Arterial, **53.8%** of all KSI crashes occurred on this type of roadway. See *page 12* for roadway classification definitions.

- More than half (**58.0%**) of Sturgis’ KSI crashes occurred at an intersection.
 - » These intersection crashes occur at only 15% of Sturgis’ total intersections.
 - » Signalized intersections are overrepresented regarding injury crashes; a crash at a signalized intersection is 8.7 times more likely to result in a KSI crash in Sturgis.
 - » Non-intersection related KSI crashes, primarily occur mid-block (i.e., not at or near a driveway, railway crossing, or alley).
- **99.7%** of KSI crashes occurred outside of a work zone.
- Most (**82.5%**) KSI crashes happened on clear weather days.
- Most (**81.1%**) KSI crashes happened on dry roadways.
- Most (**81.1%**) KSI crashes happened during daylight hours.

A breakdown of the 212 KSI crashes by crash type is shown in *Figure 6*. It indicates that single-vehicle collision crashes were the most frequent type of KSI crash at **41%**, with angle crashes the next highest at **40%**. Angle crashes typically occur at intersections and are among the most severe types of crashes in a community. Rear-end (front-rear) KSI crashes accounted for **13%**. Sideswipe in the same direction (SS) crashes accounted for **4%** of KSI crashes. Head-on (front to front) crashes accounted for roughly **2%** of all KSI crashes.

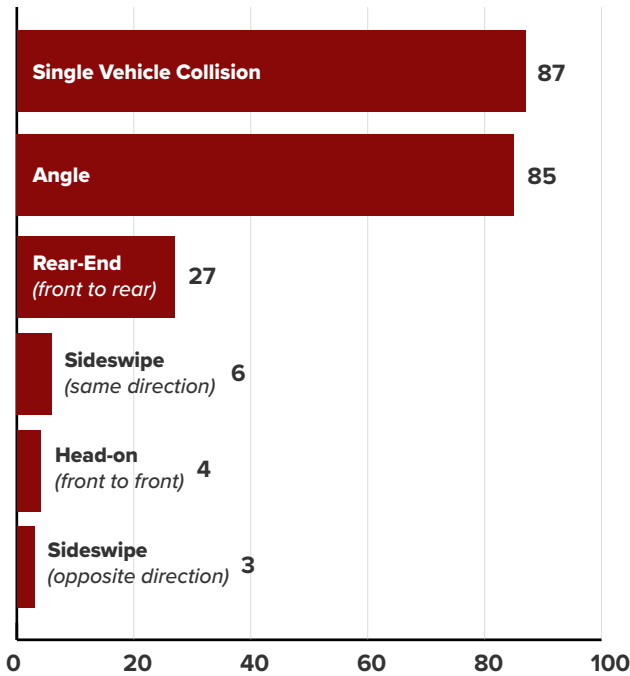


Figure 6: KSI Crashes by Type (2015-2024)

ROADWAY CONDITION FACTORS

Lighting Condition

As summarized in *Table 2*, most crashes occurred in lighted conditions (**89%** in Light + Dark-Lit), and VRU crashes follow a similar distribution with **92%** in the same lighted conditions. KSI crashes also follow a similar distribution concentrated in lighted conditions (**91%**), indicating that the most severe crashes are relatively more common in lighted environments.

Table 2: Sturgis Crashes by Lighting Condition (2015-2024)

Lighting Condition	All Crashes	KSI Crashes	VRU
Daylight	449	172	13
Dark - Lighted Roadway	74	18	0
Dawn/Dusk	40	8	2
Dark - Not Lit	46	14	0
Unknown	1	0	1
N/S	0	0	0
Total	610	212	16

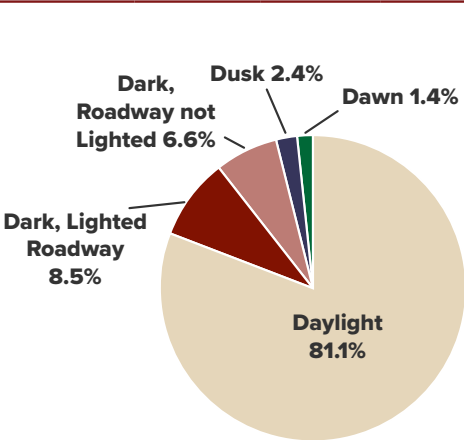


Figure 7: KSI Crashes by Lighting Condition (2015-2024)

Road Condition

Table 3 shows that most KSI crashes occurred on dry pavement (**about 81%**). Snow, sleet, and rain conditions were much less likely to result in injury, with only **about 18–20%** resulting injuries compared to **34–38%** of crashes occurring under cloudy or clear conditions. When looking specifically at the most severe outcomes (KSI: fatal or serious injury) a slightly higher percentage, **91%**, of crashes happen when it is dry (roughly **83%** of crashes).

Table 3: Sturgis Crashes by Road Condition (2015-2024)

Road Condition	All Crashes	KSI Crashes	VRU
Clear	458	175	13
Cloudy	49	17	0
Snow	50	9	0
Sleet	25	5	0
Rain	23	6	0
Other	5	0	3
Total	610	212	16

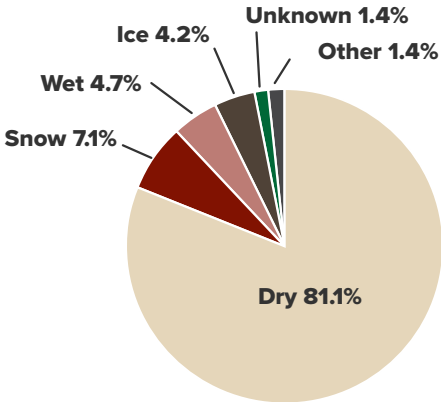


Figure 8: KSI Crashes by Road Condition (2015-2024)

Functional Classification

Total injury crashes by functional classification are shown in *Figure 9*. In Sturgis, urban and other principal arterial roads experience **54%** of total injury crashes. Nearly half of all crashes in Sturgis occur on Lazelle Street (SD Hwy 34 and US Hwy 14A), which is considered a principal arterial and a

state-controlled roadway. SDDOT actively monitors and works to improve safety through their own roadway improvement projects and fiscal planning. Prioritizing city-owned roads ensures resources are funneled where the City can provide a direct impact to transportation safety in the community.



Roadway Classifications

Arterial roads- Freeways, multilane highways, and other high-volume roadways (SD Hwy 34)

Collector roads- Major and minor roads connecting local roads to arterial roads (Bear Butte Rd, Moose Dr, etc.)

Local roads- Provide primary access to residential area, businesses and other local areas (Harley-Davidson Way, Cedar St, etc.)

Urban roadway- Located within an urban area, characterized by higher population density, closely spaced intersections and access points, sidewalks and other multimodal facilities, and lower operating speeds.

Rural roadway- Located outside an urban area, characterized by lower population density, widely spaced intersections and access points, limited pedestrian and bicycle facilities, and higher operating speeds.

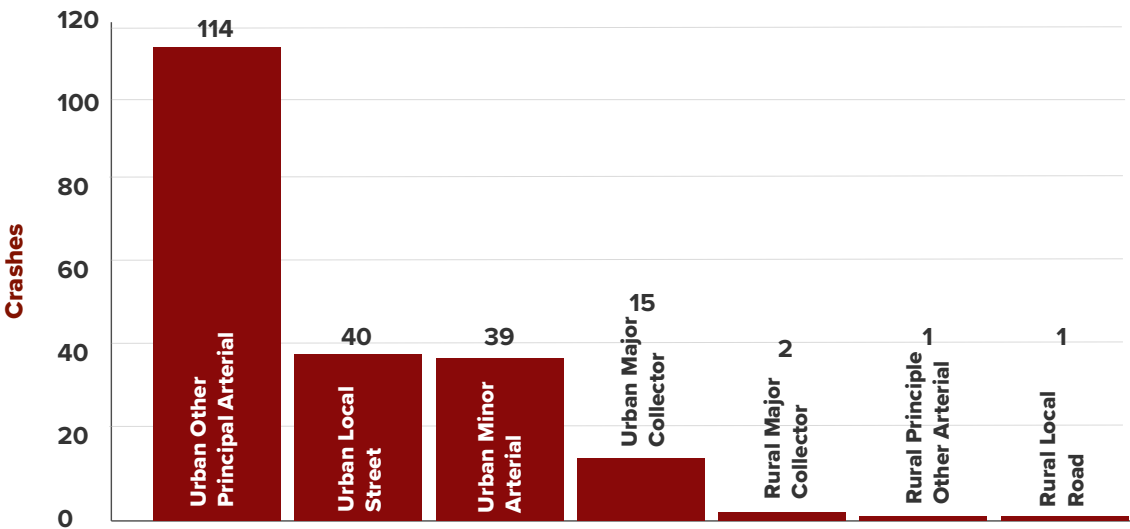


Figure 9: Total Injuries by Functional Classification (2015-2024)

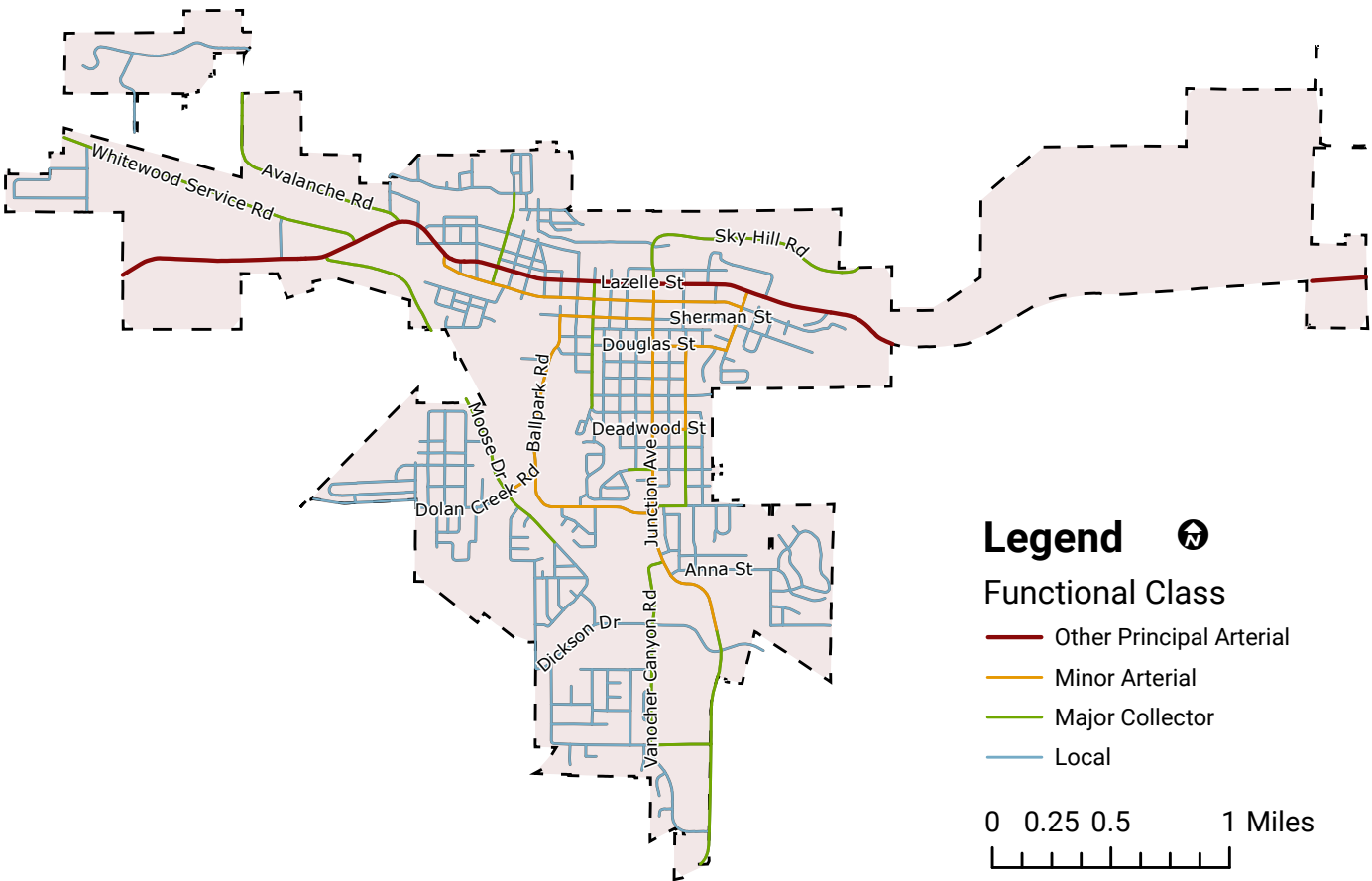


Figure 10: SDDOT Functional Classification

ROADWAY USER FACTORS

User factors show how individual characteristics, such as age, impairment, and speeding, can influence road safety; they can be used to inform targeted interventions and safety measures.

Seatbelt Usage

As shown below, seatbelt use was reported in most KSI crashes, with 60% of occupants reported as belted and 12% reported as unbelted. Seatbelt non-use is more common in the most severe crashes, with 33% of KSI crashes involving an unbelted occupant. This suggests restraint non-use is disproportionately associated with serious-injury outcomes.



60% of crashes occurred while occupants were recorded using a seatbelt



12% of crashes occurred while occupants were recorded not using a seatbelt



28% of crashes occurred where seatbelt usage was not recorded

Speeding

The majority of Sturgis’ KSI crashes (88.2%) were not found to be speeding-related. Using the data from the Sturgis Police Department Year-End reports, *Figure 11*, *Figure 12* and *Figure 13* examine the relationship between speed warnings, citations/arrests, and crashes within the City. The number of speeding-related crashes experienced a ten-year low in 2016, with three speed-related crashes (the latest report available as of 2026), climbing to a peak of 11 in 2021.

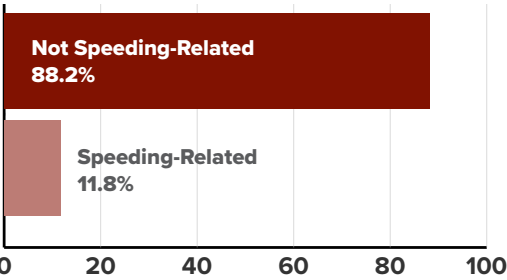


Figure 11: KSI Crashes by Speeding (2015-2024)

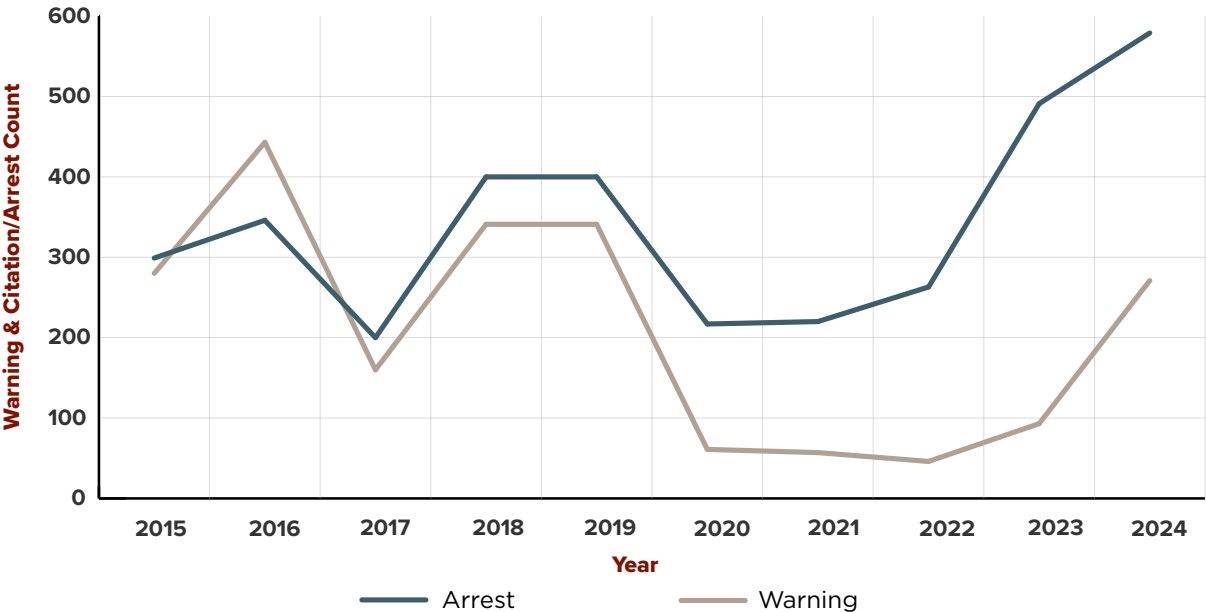


Figure 12: Speed Warnings and Citations/Arrests (2015-2024)

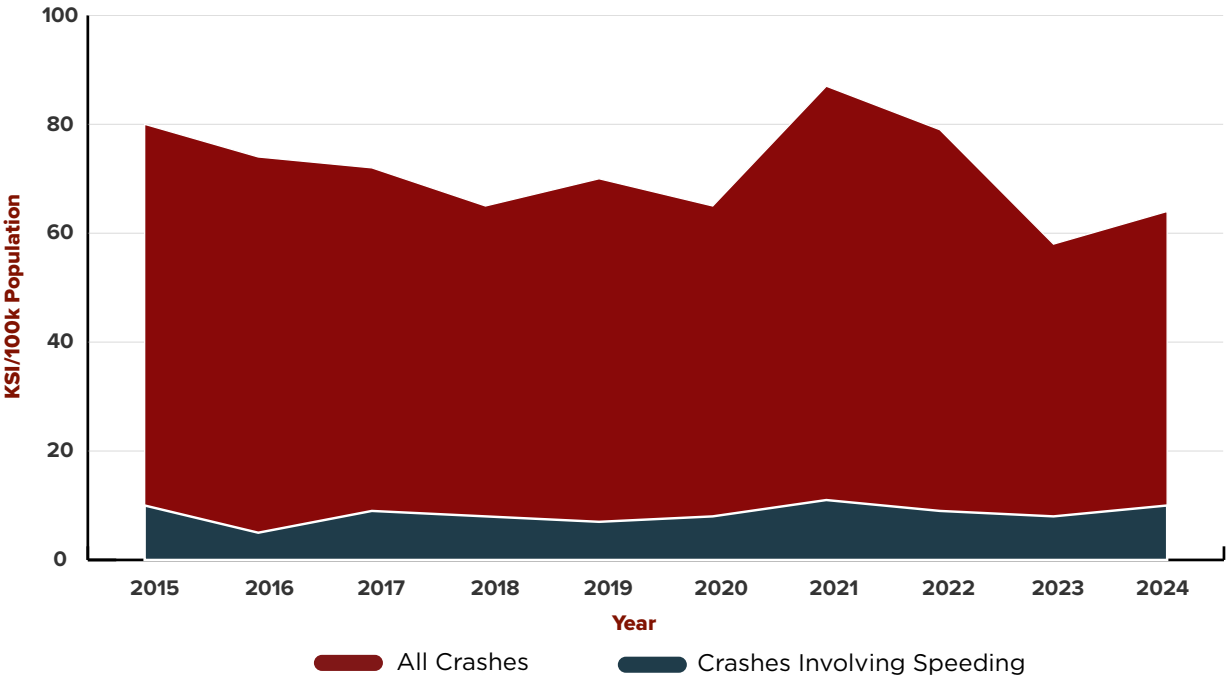


Figure 13: Speed Warnings and Citations/Arrests vs. All Reported Crashes (2015-2024)

In 2019, the City of Sturgis conducted a speed study at two locations in West Sturgis: Glenn Drive and Dolan Creek Road. Both roads are categorized functionally as local roads. During the study period, drivers were operating vehicles at or below the posted speed limit approximately 90% of the time.

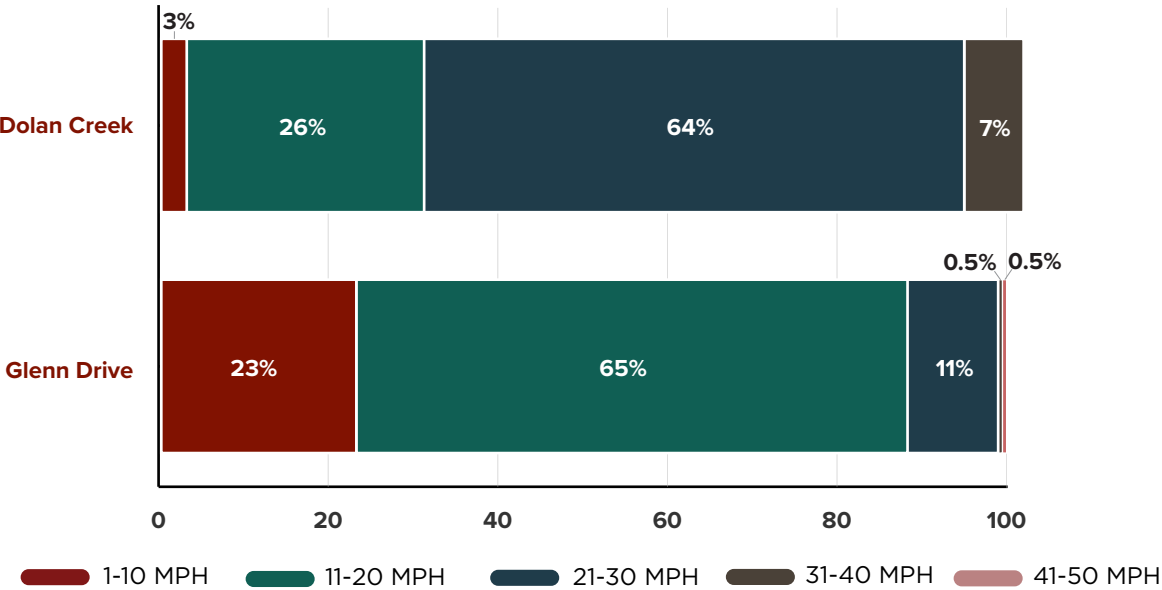


Figure 14: Percentage of Recorded Vehicles by Speed Group (2019 Speed Study Areas)

Impaired Driving

The majority of KSI crashes (87.3%) were found to not involve impairment. However, over the last ten years, impairment-related warnings and citations have steadily increased, while open container-in-vehicle warnings and citations have remained steady (Figure 16). The number of impairment-related crashes spiked in 2021, before reaching a ten-year low in 2023. March and August are the two months with the highest ratio of impaired-related crashes (Figure 17).

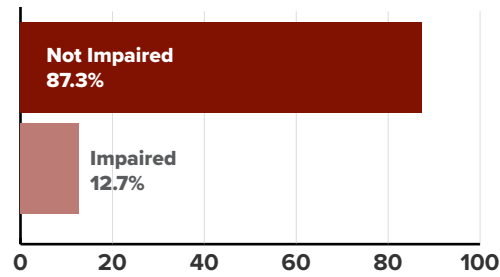


Figure 15: Crashes Involving Alcohol in Sturgis (2015-2024)

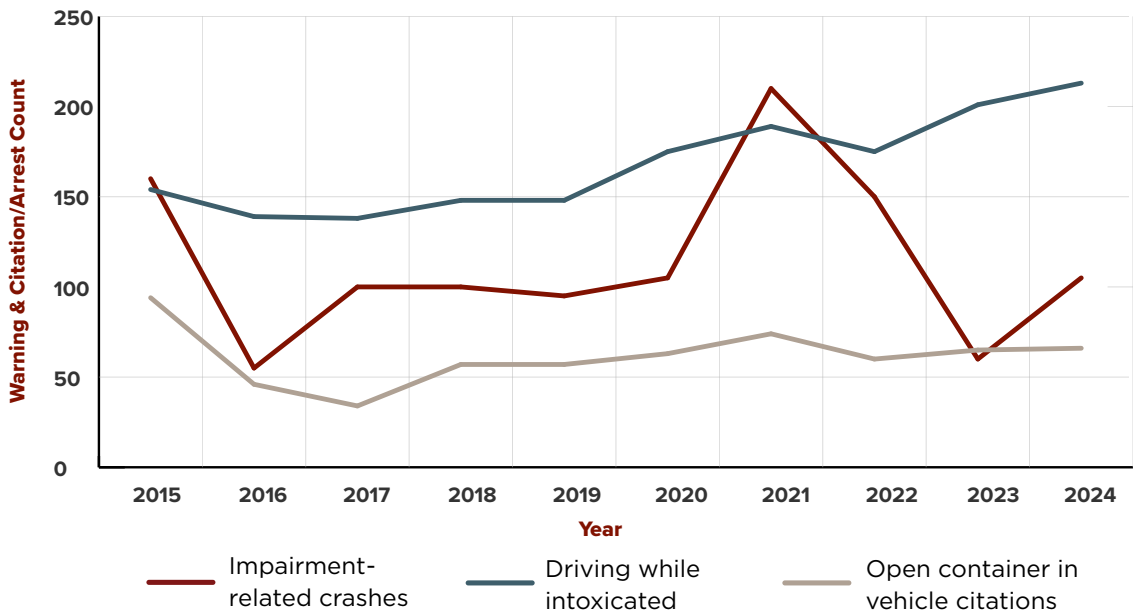


Figure 16: Alcohol-related Traffic Warnings and Citations/Arrests vs. Impairment-related Crashes (2015-2024)

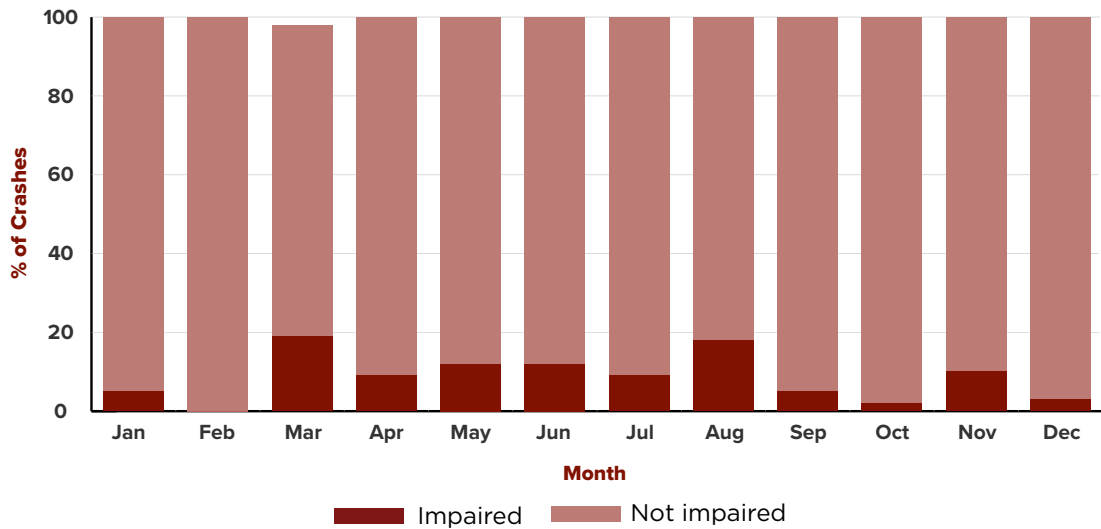


Figure 17: Percentage of All Impairment-Related Crashes by Month (2015-2024)

Figure 18 compares crash trends involving alcohol in Sturgis to those in South Dakota communities of similar population. Overall, the data indicates that Sturgis's KSI crashes involving alcohol per 100,000 community members is slightly higher than the average for comparable-sized cities.

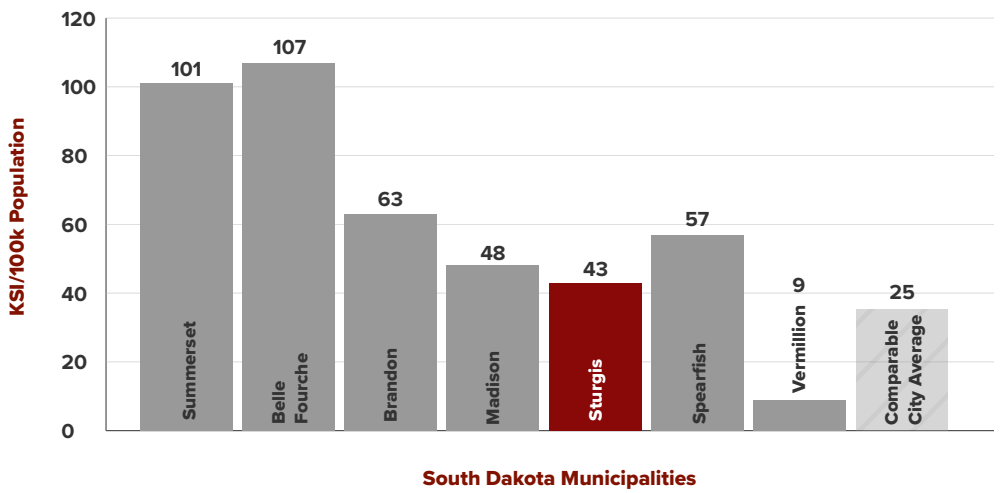


Figure 18: KSI Crashes Involving Alcohol/100k People (2015-2024)

Age

Age can have a significant influence on driving risk. Younger drivers often face higher crash rates due to inexperience and risk-taking, while older drivers may experience slower reaction times and vision decline, increasing vulnerability. Nearly one-fourth (23.3%) of KSI crashes involve at least one driver under the age of 20. Similarly, nearly one-fourth (23.3%) of KSI crashes involve at least one driver over the age of 65.

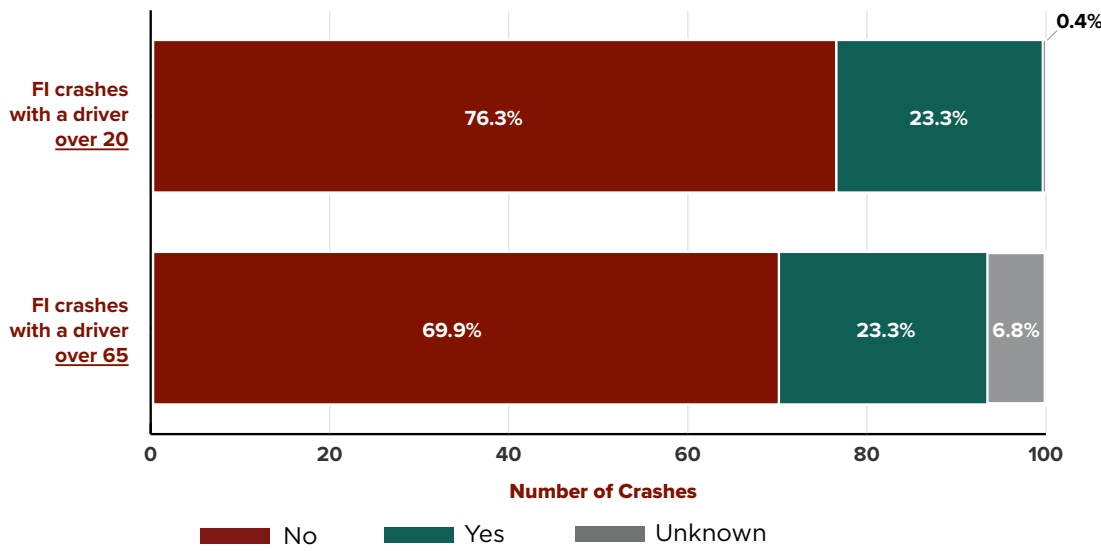


Figure 19: Percentage of KSI Crashes with a Driver Over Age 20 or a Driver Over Age 65 (2015-2024)

Vulnerable Road Users

Vulnerable Road Users (VRUs) are defined in this plan as a person walking, biking, or rolling within the transportation network (e.g., pedestrians and bicyclists). As shown in *Figure 22*, Sturgis' VRU crashes are concentrated to the urban core of the community where there is a higher density of pedestrian mobility.

VRUs are at elevated risk because they lack the protection of a vehicle, making them more susceptible to severe injuries in crashes. VRUs make up **13.6%** of KSI crashes but only **6.0%** of other injury crashes.

This analysis investigates the relationship between the mode of transportation, vehicle type, and the collision type involved in crashes; analyzing these factors helps identify common crash patterns and contributing factors, enabling the development of more effective safety strategies.

Mode Type

Mode type refers to the mode of transportation residents and visitors of Sturgis choose to get around. The 2023 Five-Year American Community Survey indicates driving is the predominant mode of travel in Sturgis, with **83.4%** of people

commuting to work by car, truck, or van. However, only **58.5%** of KSI crashes involve this mode choice.

In 2023, motorcyclists accounted for **15.5%** of all traffic fatalities and **3.4%** of all injuries nationally. Pedestrians/bicyclists accounted for **7.08%** of all injuries nationally. Sturgis experienced significantly higher rates over the ten-year study period, with motorcyclists accounting for **34.4%** of total KSI crashes.

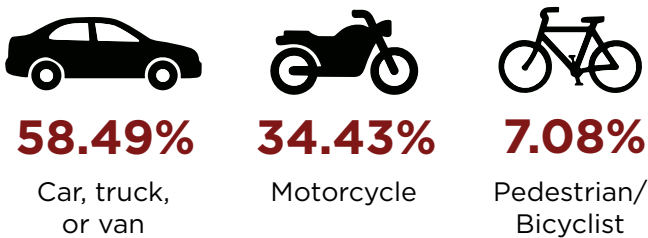


Figure 20: Percentage of KSI Crashes by Mode (2015-2024)

KSI motorcycle crashes occurring in the month of August make up 2/3 of the total motorcycle crashes from 2015-2024.

During the studied 10-year period, all of Sturgis' recorded crashes involving a VRU (16) resulted in either death or a serious injury. This underscores the heightened vulnerability of pedestrians and bicyclists within the city's transportation network.

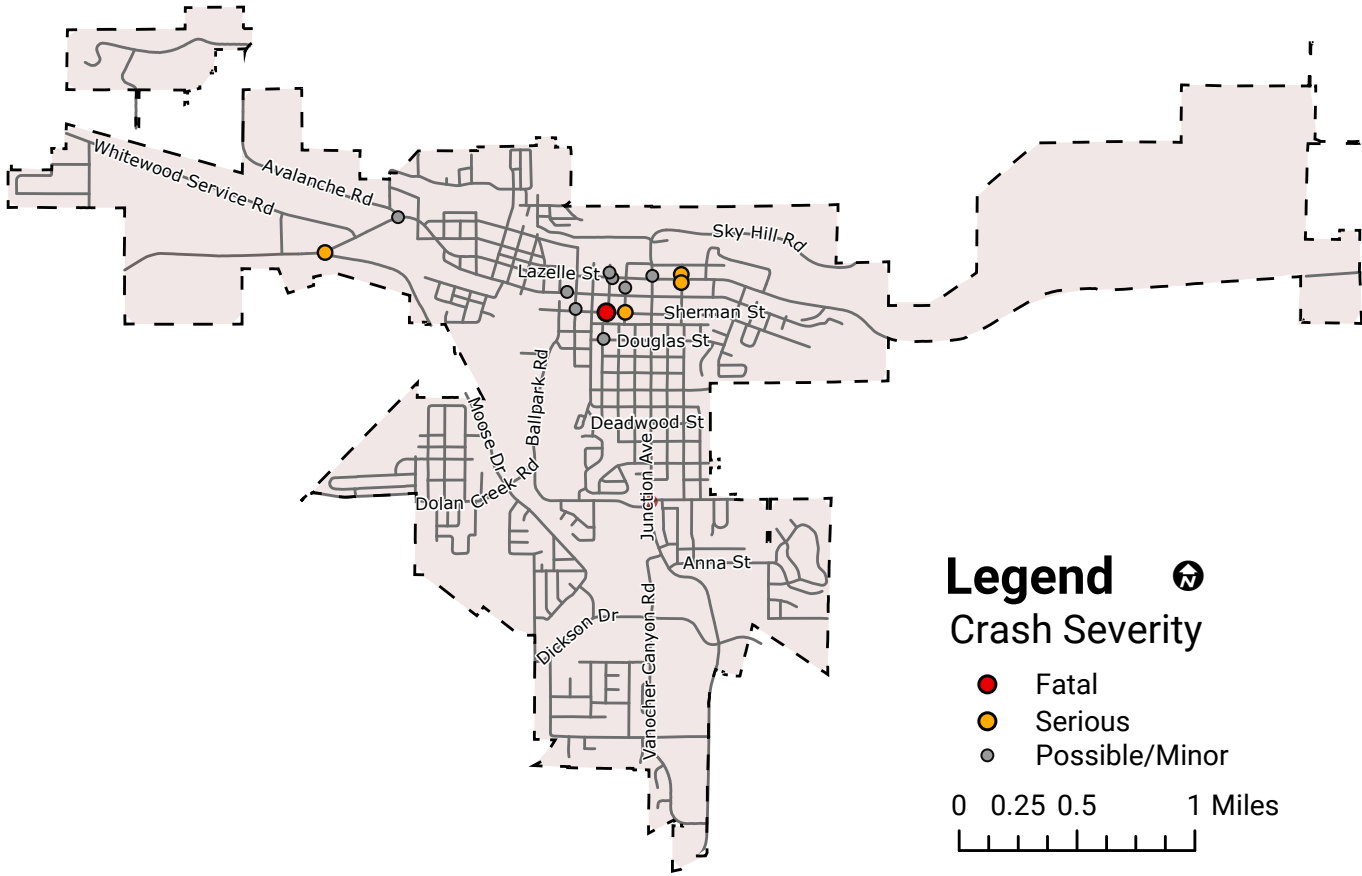


Figure 22: City of Sturgis VRU Crashes (2015-2024)

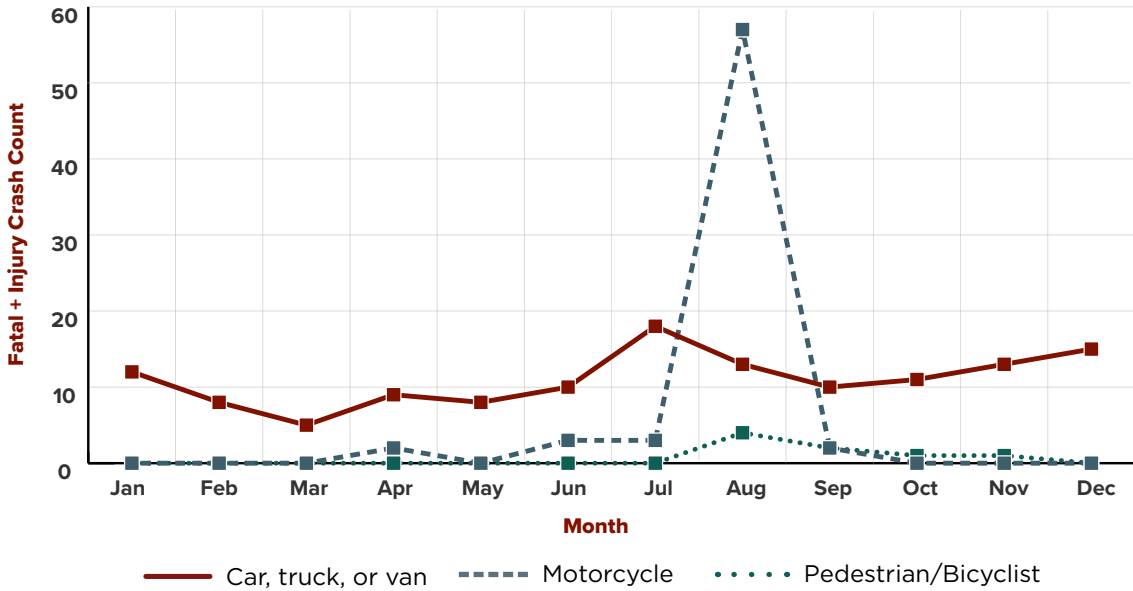


Figure 21: KSI Crashes by Month by Mode (2015-2024)



Figure 23 compares crash trends in Sturgis to those in South Dakota communities of similar population. Overall, the data indicates that Sturgis’s KSI crashes involving VRUs per 100,000 community members is much higher than comparable-sized cities.

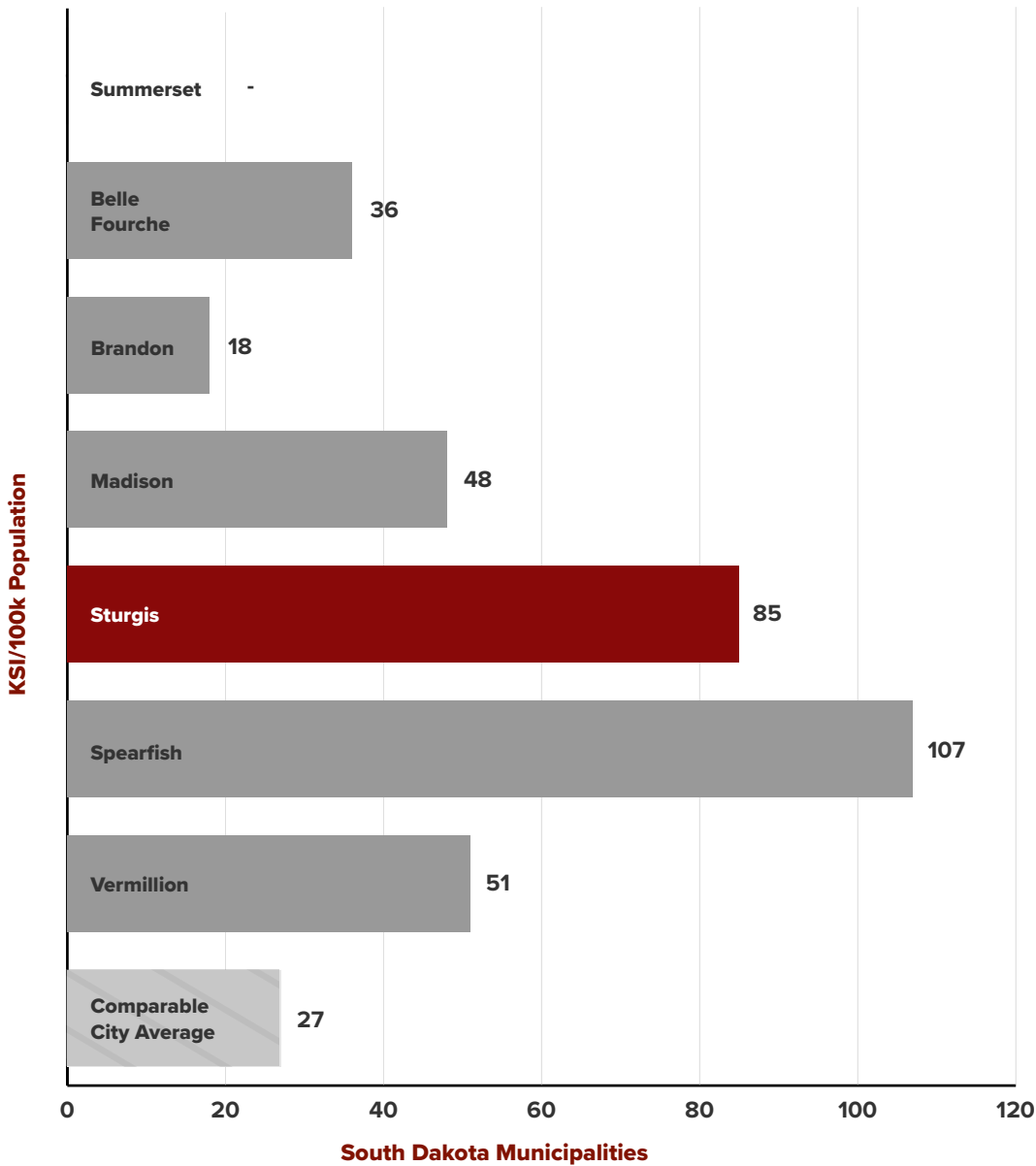


Figure 23: KSI Crashes Involving VRU/100k People (2015-2024)

HIGH INJURY NETWORK

A key component of the Safety Action Plan is identifying the High Injury Network (HIN), or the intersections and street segments with a disproportionate concentration of injury-producing crashes. The HIN helps prioritize locations where safety improvements are most likely to reduce both the frequency and severity of crashes. This section summarizes the highest-risk locations and supports the selection of targeted countermeasures. It is important to note that only City-owned roads were considered for the HIN.

City-Owned Roads

Nearly half of all crashes in Sturgis occur on Lazelle Street (SD Hwy 34 and US Hwy 14A), which falls

under SDDOT jurisdiction. As a result, the City must focus on its own road network—where it has full authority—to identify patterns and implement safety improvements. [Figure 24](#) displays crashes on roads Sturgis has full authority over.

[Table 4](#) displays the top six roads by total crash count. Intersection crashes with Lazelle Street were excluded from this count and instead crashes were assigned to the nearest road segment within 50ft of the crash location. These roads make up **17.1%** of the city owned roadway miles but **42.2%** of the city’s total crash count. Junction Avenue alone accounts for **18.6%** of crashes not on Lazelle Street and **9.2%** of all crashes in Sturgis.

Table 4: Top Six Roads by Crash Count (2015-2024)

Road	# of Centerline Miles	All Crash Count	KSI Crash Count
Junction Avenue	2.1	56	3
Main Street	1.8	18	0
Ballpark Road	1.3	14	0
Sherman Street	1.6	13	2
Whitewood Drive	1.3	13	2
Moose Drive	1.8	13	0
Total	9.9	127	7

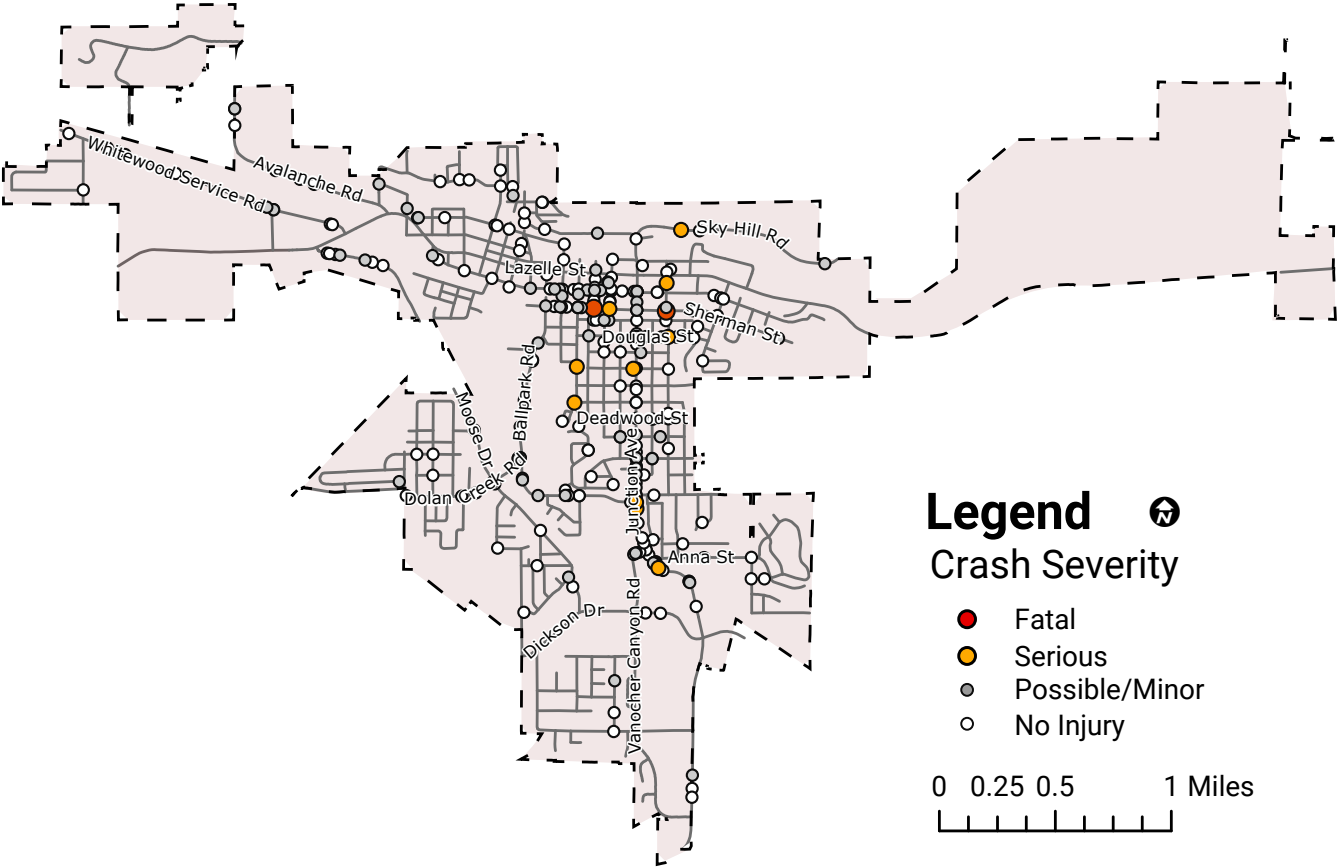


Figure 24: Non-SD Hwy 34 and US Hwy 14A Crashes (2015-2024)



HIN Segments

Figure 25 illustrates the locations of the HIN segments, which together account for 65% of all KSI crashes. The highest HIN scores are around Lazelle Street, and the south portion of Junction Avenue. Lazelle Street from 1st Street to Dudley Street accounts for 29 of the 212 total KSI crashes in the dataset (about 14%), highlighting this area as the city’s most concentrated high-injury hotspot.

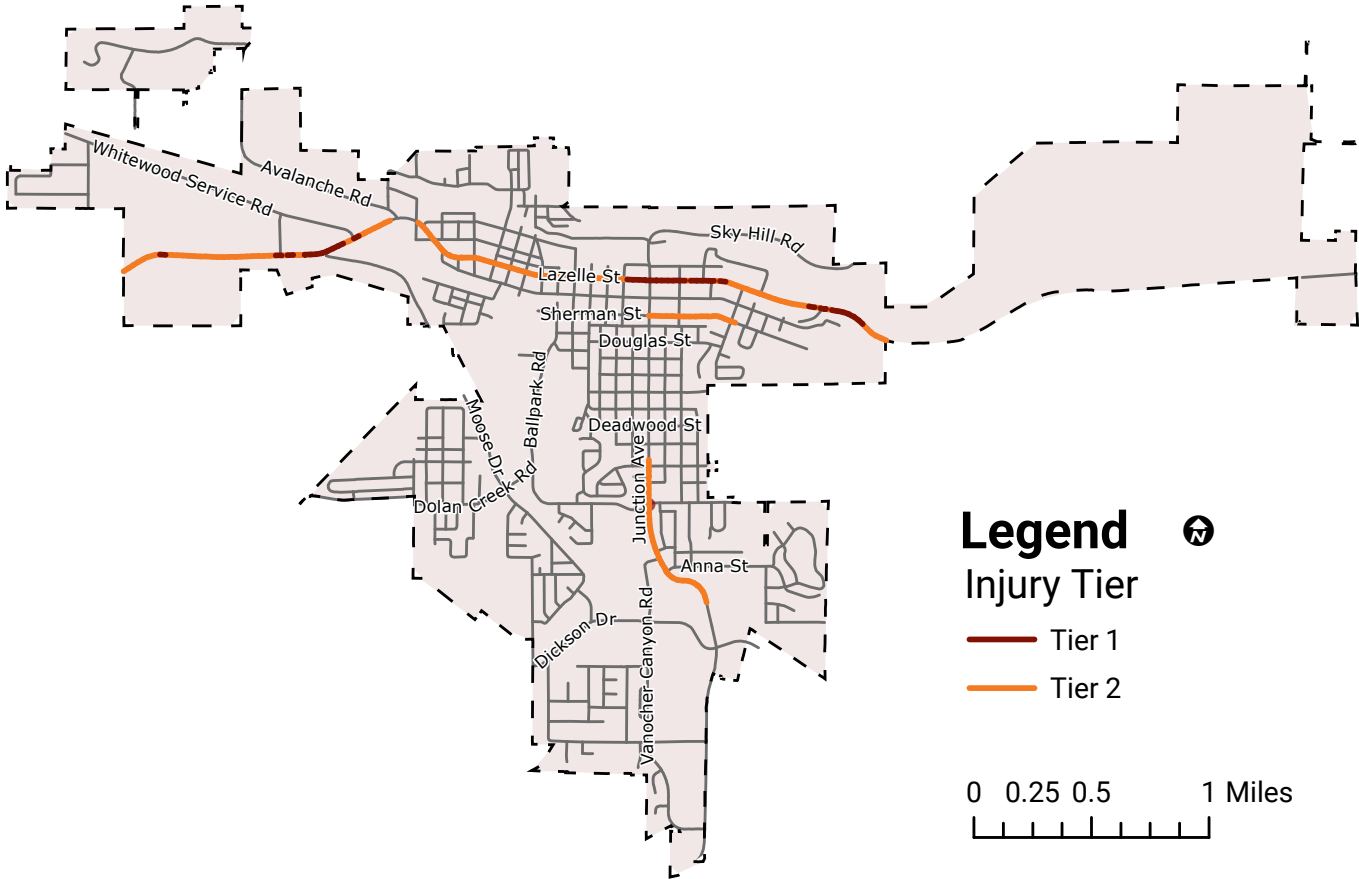


Figure 25: High Injury Network Segments (2015-2024)



High Injury Intersections (HII)

Figure 26 illustrates the location of the HII. The highest HII scores are concentrated in and around the downtown grid, particularly along Lazelle Street and Junction Avenue. Several additional high-ranking intersections occur within a few blocks along the Lazelle Street corridor, reinforcing downtown Lazelle Street as the primary intersection hotspot. Outside downtown, the most notable intersections are located on west Lazelle Street from 20th Street to Park Avenue and Lazelle Street, which also warrant a focused safety review.

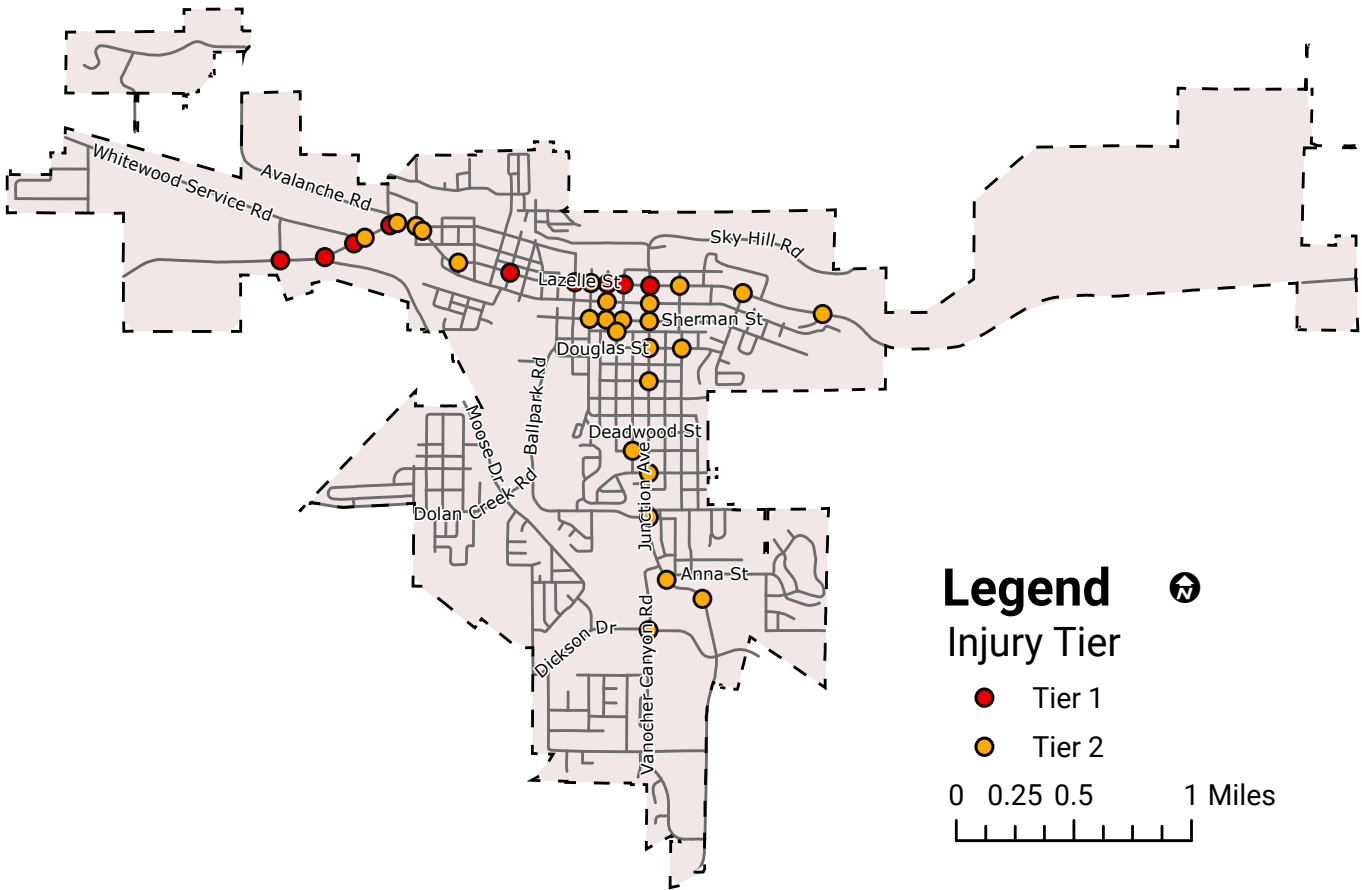


Figure 26: High Injury Network Intersections (2015-2024)

CRASH DATA ANALYSIS SUMMARY

Crash trends in Sturgis show that while most reported crashes resulted in property damage only, a critical share involved injuries, including **212 KSI crashes**.

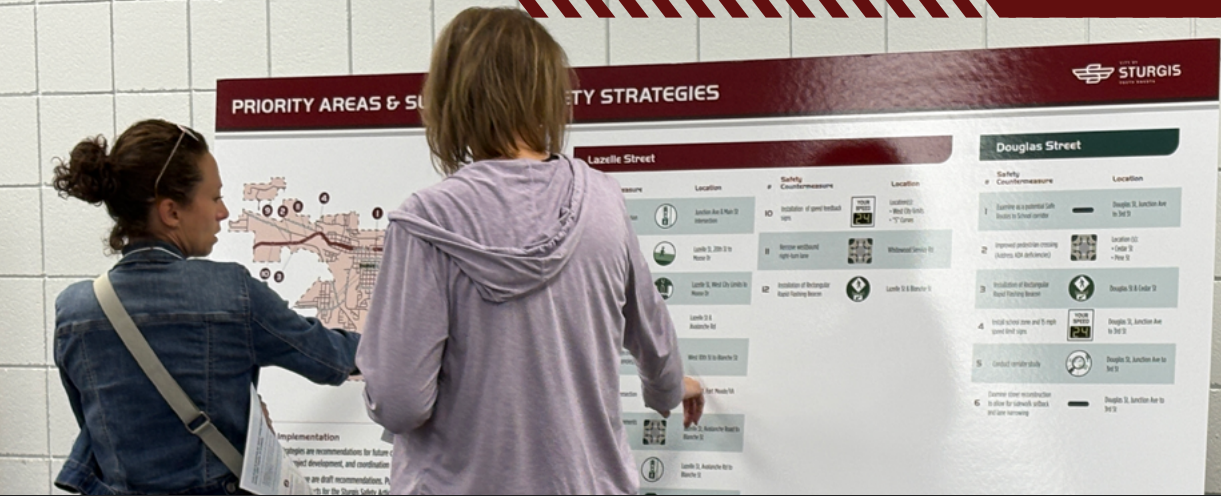
Severe crashes are not evenly distributed across the network. The HII indicate they are disproportionately concentrated in arterial and collector corridors, particularly along Lazelle Street and Junction Avenue. User-factor findings reinforce the need for targeted strategies. Seatbelt non-use and impairment appear more common among the most severe crashes. Vulnerable road user crashes are especially prevalent in Sturgis as the city sees regular pedestrian and bicyclist traffic for both local and non-local roadway users. These crashes are highly consequential, with nearly all resulting in injury. These patterns informed the HIN, which identifies a concentrated hotspot in the downtown core, especially around Lazelle Street and Junction Avenue, and supports a combined approach of targeted improvements at high-crash locations alongside systemic safety strategies on prioritized corridors.



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COMMUNITY ENGAGEMENT





COMMUNITY ENGAGEMENT

The City of Sturgis conducted a series of community engagement activities between September 2025 and January 2026 to better understand how residents experience transportation safety and to identify locations where improvements may be needed.

The engagement strategy included a mix of in-person outreach, online engagement, and small-group discussions, providing residents, stakeholders, and students with several opportunities to share their experiences traveling within the community. Feedback gathered through these activities helped identify common transportation safety concerns and highlight corridors where improvements may be beneficial.

To reach a broad range of community members, the project team hosted several engagement opportunities throughout the planning process.

ENGAGEMENT OPPORTUNITIES

Engagement activities conducted as part of the SAP included pop-up events, an online community survey, and virtual focus group meetings.

Pop-up Events

Three in-person pop-up engagement events were held during existing community gatherings in September and October 2025. Hosting engagement activities during community events allowed the project team to connect with residents in informal settings and gather feedback from individuals who may not typically attend a traditional public meeting.

Pop-up engagement activities were held at:

- Alliance of Churches Fundraiser
- Music on Main event in downtown Sturgis
- Kiwanis Soup Supper

Community Survey

An online survey was available from September 2025 through January 2026, providing residents with an opportunity to share their experiences traveling within Sturgis and identify locations where safety improvements may be needed.

The survey received **128 responses** and included questions related to:

- Travel behavior within the community
- Perceptions of transportation safety
- Locations where safety improvements may be needed
- Opportunities to improve walking and biking conditions

Focus Group Meetings

Three virtual focus group meetings were held in January 2026 to gather more detailed feedback from community members and students.

Two focus groups were conducted with community members to discuss transportation safety concerns and experiences traveling throughout the city. A third focus group was held

with students from the local high school, allowing younger residents to share their perspectives on walking, biking, and traveling safely within the community.

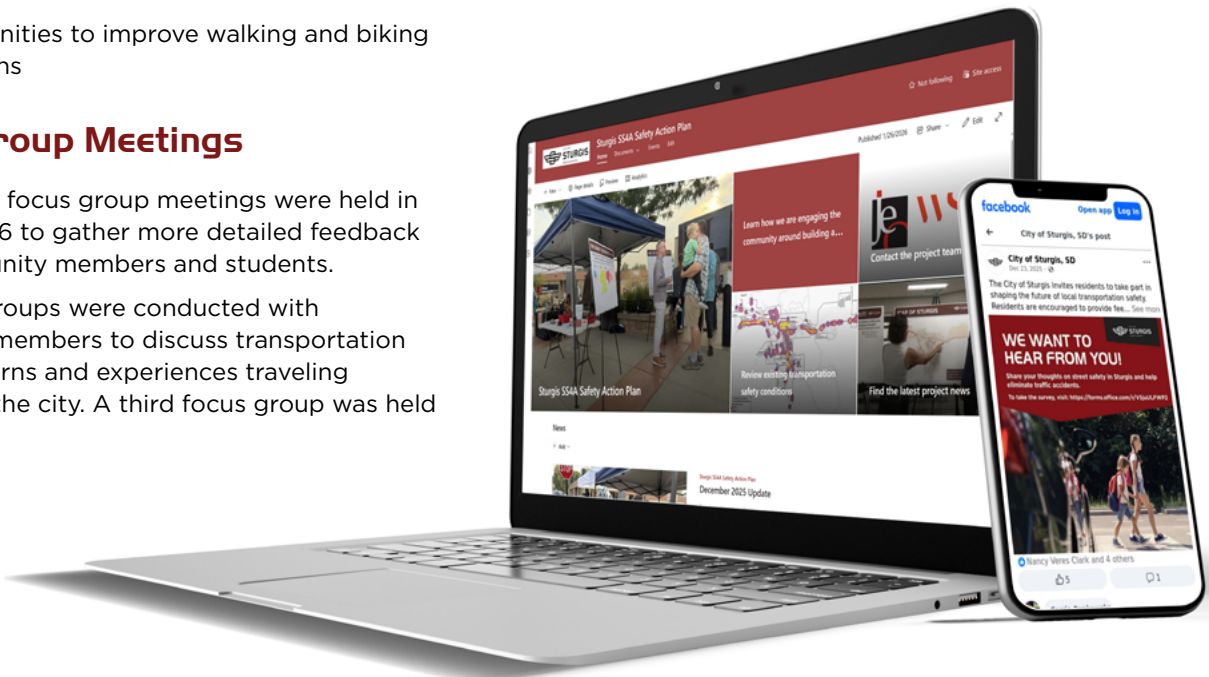
These discussions provided additional context for many of the concerns identified through the survey and pop-up engagement events.

Safety Action Plan Open House

The City of Sturgis held an open house public meeting on June 11, 2026, to present the draft recommendations of the draft SAP. Open house attendees provided additional feedback through comment forms and conversations with project team members. An online survey was available through the end of June. Feedback focused on ways to improve walking and biking throughout Sturgis. Participants identified ADA-compliant sidewalk ramps and pedestrian facilities that better accommodate people of all abilities as important improvements. Additional comments identified visibility concerns near Ballpark Road and Junction Avenue, winter maintenance concerns at Arizona Avenue and Ballpark Road, and the need for sidewalk improvements along Douglas Street east of Junction Avenue.



▲ A social media post promoting the survey



TAKEAWAYS

This summary is based on public feedback gathered through the engagement strategies outlined previously. This input reflects community concerns and priorities related to transportation safety, including pedestrian and bicycle safety, traffic management, public education, and improved planning and enforcement of traffic laws.

The following themes summarize the most frequently mentioned issues and proposed solutions by participants.

Pedestrian Safety and Crossing Conditions

Pedestrian safety was the most frequently discussed topic during engagement activities. Many participants described difficulty crossing busy corridors and intersections due to traffic volumes, intersection design, or gaps in pedestrian infrastructure.

Locations frequently referenced included **Lazelle Street, Junction Avenue, and the downtown area near Sherman Street and Main Street**. Participants also highlighted pedestrian activity along the **Heritage Acres to Grocery Mart corridor**, where seniors regularly walk along Lazelle Street and may benefit from longer crossing times at intersections.

Survey responses indicate that walking is a common activity among residents, with **approximately 70 percent of respondents reporting that they walk daily or weekly**.

Traffic Speeds and Driver Behavior

Traffic speeds and driver behavior were also common concerns raised during engagement activities. Participants mentioned speeding, turning movements at intersections, and drivers lacking awareness of pedestrians and bicyclists.

Responses indicate that traffic exiting from the **Interstate 90** onto **Main Street** often does not slow down.

Bicycle Connectivity

Community members also discussed opportunities to improve bicycle connectivity throughout Sturgis. While bicycling occurs less frequently than walking, more than **40 percent of survey respondents reported biking at least occasionally**, suggesting that improved bicycle facilities could encourage additional use.

Comments also referenced improving access to the **Vanocker Canyon Bike Path**, noting that parking areas near the I-90 overpass could make it easier for cyclists to reach the trail network without traveling along high-traffic roadways.

Micromobility Safety

Participants also raised concerns about the growing use of scooters and e-bikes within the community. Comments focused on high travel speeds along sidewalks and trails, unclear operating rules, and conflicts with pedestrians.

Participants suggested that clearer regulations and improved public education could help reduce these conflicts and improve safety for all users.

School Traffic and Congestion

Travel conditions near schools were another major topic discussed during engagement activities. Participants described congestion and safety concerns related to school drop-off and pick-up areas.

The area near **Ballpark Road and Sturgis Elementary School** was frequently mentioned due to congestion and emergency vehicle activity. Participants also described traffic conditions near **Sturgis Middle School** as chaotic during peak travel times, noting that vehicles often block intersections and create visibility challenges for pedestrians. Students also noted that incomplete sidewalks in some areas lead to students walking in the roadway when traveling to nearby businesses after school.

COMMUNITY PRIORITIES

Many of the locations referenced during surveys, pop-up events, and focus group discussions correspond with corridors identified through the project's crash analysis and technical review. Several corridors consistently emerged as areas where residents experience safety challenges. The following sections summarize community feedback related to these priority safety corridors.

Lazelle Street (SD Highway 34)

Lazelle Street serves as a major east-west corridor through Sturgis and experiences significant traffic activity year-round as a primary local arterial and state highway. Traffic volumes are particularly elevated during the annual Sturgis Motorcycle Rally, when the corridor experiences its highest levels of activity.

Residents frequently mentioned heavy traffic volumes, congestion, and difficulty crossing Lazelle Street. These concerns are consistent with the project's crash analysis, which found that 64 percent of Sturgis' KSI crashes occurred along the Lazelle Street corridor, with crashes concentrated near intersections such as Junction Avenue and near the I-90 Exit 30 interchange.

These findings support recommended improvements along Lazelle Street, including intersection improvements and improved pedestrian crossings.

Junction Avenue

Junction Avenue was also frequently referenced during engagement activities as a corridor where safety improvements may be needed. Residents most often cited challenges at the Anna Street intersection, where traffic entering from Interstate 90, turning movements, and tourist activity near the "Welcome to Sturgis" sign create complex traffic conditions.

Additional concerns were noted at the Ballpark Road intersection and along sections of the corridor between Douglas Street and Ballpark Road, where residents reported difficulty crossing Junction Avenue.

Focus group discussions also raised concerns related to traffic growth and safety near Anna Street and Ballpark Road, where recurring crashes and operational challenges were identified through the crash analysis.

Recommended improvements along the corridor include updated pedestrian crossings between Douglas Street and Ballpark Road, along with intersection safety improvements at Anna Street and Ballpark Road to help reduce conflicts and strengthen traffic operations.

Ballpark Road

Ballpark Road was identified as an area where traffic operations and school-related activity may contribute to safety concerns. Several residents specifically mentioned issues near the Ballpark Road and Junction Avenue intersection, including drivers using the westbound left-turn lane to access the Grocery Mart entrance, which can create confusion and conflict with other turning vehicles.

Residents also noted increased traffic and pedestrian activity near Sturgis Elementary School, particularly during morning drop-off and afternoon pick-up times.

This combination of turning movements, school traffic, and nearby destinations can create challenging conditions for both drivers and pedestrians.

Main Street/Sherman Street Area

Community feedback also identified safety concerns along the Main Street and Sherman Street area. Several residents noted challenges at the Main Street and Junction Avenue intersection, where drivers occasionally fail to stop at the four-way stop and congestion can increase during busy periods. Larger vehicles parked along this corridor can make the roadway feel narrow, particularly during tourism events.

Potential improvements could include better visibility and stop-control enhancements at Main Street intersections. Implementing pedestrian-focused improvements along the corridor will help address visibility and mobility concerns not only during the Sturgis Motorcycle Rally, but throughout the year.

Moose Drive

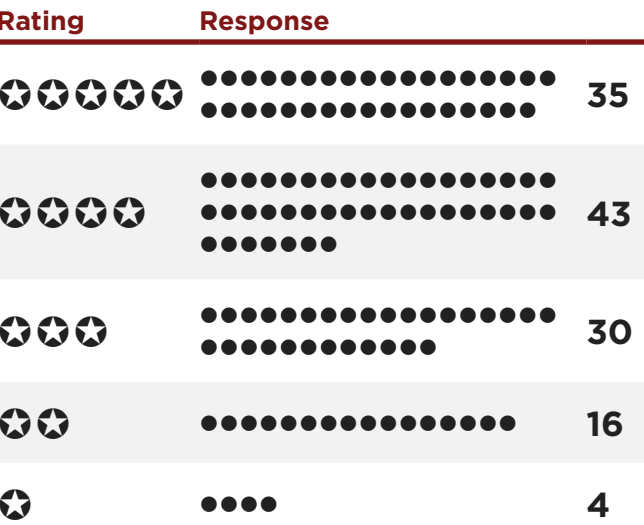
Residents highlighted concerns along Moose Drive, commenting that portions of the corridor lack sidewalks and visibility over the hill can make it difficult for drivers to see pedestrians. It was also noted that pedestrians often walk along the roadway in this area, particularly near residential neighborhoods.

Potential improvements could include speed management strategies and pedestrian safety improvements along Moose Drive. In addition, extending sidewalks and trails along the Moose Drive corridor will increase connectivity and reduce pedestrian safety issues. This corridor could also connect to trails within Sturgis, further strengthening the city’s overall trail network.

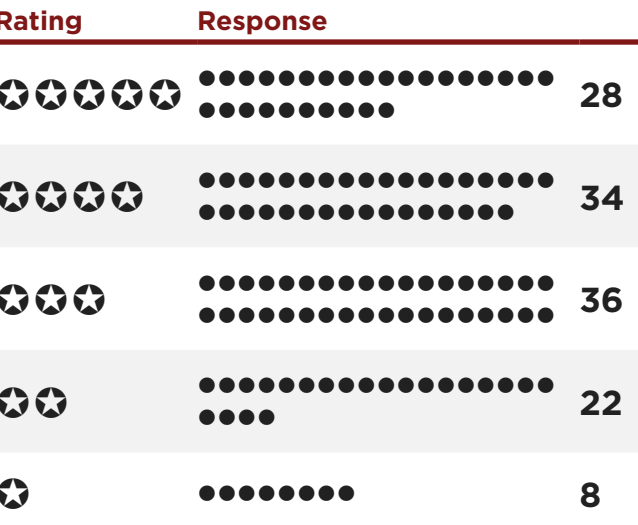
COMMUNITY SURVEY RESULTS

The September 2025-January 2026 community survey also asked residents to rate their perceptions of transportation safety in Sturgis. The following charts summarize how respondents feel about walking, biking, and driving throughout the community, as well as whether improved pedestrian facilities would encourage more walking and biking.

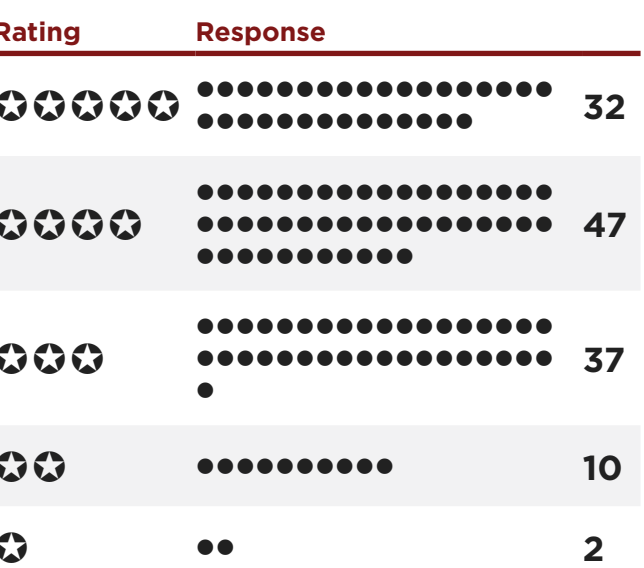
How safe do you feel walking in Sturgis? (5 Stars = Completely Safe)



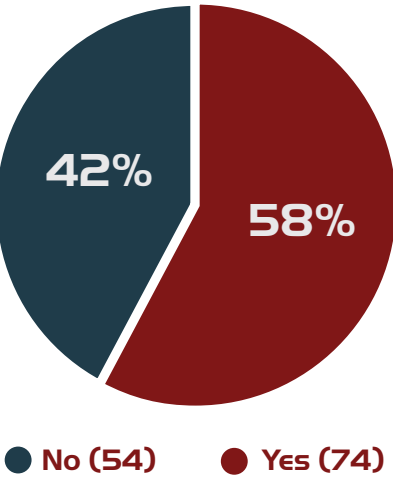
How safe do you feel biking in Sturgis? (5 Stars = Completely Safe)



How safe do you feel driving in Sturgis? (5 Stars = Completely Safe)

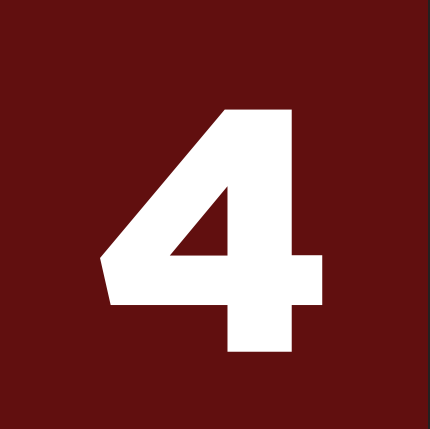


Would safer pedestrian facilities encourage you to walk or bike more?



Source: Sturgis SS4A Online Survey, input collected from September 2025-January 2026

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NEEDS ASSESSMENT



NEEDS ASSESSMENT & PROJECT IDENTIFICATION

The projects recommended in the Sturgis Safety Action Plan are based on the principle of implementing practical, cost-effective safety improvements that address both existing and anticipated transportation safety challenges. A key step in developing these recommendations was conducting a comprehensive safety needs assessment to identify where the greatest opportunities exist to reduce crashes and improve safety for all roadway users.

This needs assessment began with an evaluation of the existing transportation network using the crash analysis and High Injury Network (HIN) findings presented earlier in this plan. Roadway segments and intersections were evaluated based on crash frequency, severity, type, and their role within Sturgis’ comprehensive transportation system. This analysis identified locations with a disproportionate concentration of severe crashes and helped establish priority segments and intersections for further consideration based on their Tier ranking within the High Injury Network.

Tier 1 High Injury Network ranking represents the City’s highest transportation safety priorities. These roadways exhibit the greatest concentration of fatal and serious injury crashes and present the strongest opportunity to reduce crash frequency and severity through targeted infrastructure improvements. Because of their elevated safety risk, Tier 1 corridors should receive the highest priority for future funding, engineering studies, and implementation of Proven Safety Countermeasures.

Tier 2 High Injury Network rankings are roadway segments that experience elevated crash risk but at a lower severity or frequency than Tier 1. While these locations may not demonstrate the same concentration of fatal and serious injury crashes, they exhibit roadway characteristics, multimodal activity, or emerging crash patterns that warrant proactive safety improvements.

Once these priority locations were identified, the City and the Advisory Committee reviewed the results and developed a list of specific projects that directly addressed the documented safety

concerns. Recommendations were organized into three implementation strategy types:

- Major Implementation Projects
- Temporary or Demonstration Projects
- Policy Strategies

Each strategy includes a prioritized list of projects based on a Benefit-Cost Analysis (BCA), which estimates the overall safety benefit of each project relative to its implementation cost. This prioritization also considers the City’s long-term maintenance responsibilities, staffing capacity, and available resources to help identify projects that provide the greatest safety benefit while remaining feasible to implement.

Project Scoring

The Benefit-Cost Analysis (BCA) compares existing conditions with the anticipated conditions after each proposed improvement to estimate its economic value. Expected safety benefits are calculated using Crash Modification Factors (CMFs), which estimate the reduction in crashes associated with a particular countermeasure. These reductions are converted to monetary benefits using the U.S. Department of Transportation’s societal crash cost values by crash severity and are compared against estimated project costs over a 20-year analysis period.

The resulting benefit-cost ratio represents the expected safety return for every dollar invested, allowing projects of varying size and scope to be compared using a consistent methodology.

Projects were also organized into seven groups based on project location and their role within the overall transportation network. Each group includes both corridor (segment) and intersection improvements. The following criteria (*Table 5*) were used to calculate each project’s safety needs score and support the overall prioritization process:

Table 5: BCA Scoring Index

Scoring Criteria

Proposed Cost (\$)
Total 20-year Safety Benefit (2026 \$)
KSI Crashes Avoided
Other Injuries Avoided
Project Area Length (mi)

HIGH INJURY NETWORK (HIN) PRIORITIZATION

As described in the Crash Safety Analysis chapter, the High Injury Network (HIN) identifies roadway segments and intersections with a disproportionate concentration of fatal and serious injury crashes. Rather than focusing solely on locations with the highest number of crashes, the HIN emphasizes where severe crashes are occurring, allowing the City to target investments where they can have the greatest impact on reducing fatalities and serious injuries.

The HIN analysis from Chapter 2 was used as the primary screening tool for identifying priority segments and intersections. Locations identified through the HIN were then reviewed alongside multimodal activity, roadway characteristics, and community input to determine where infrastructure improvements would provide the greatest overall safety benefit. These priority locations formed the foundation for the recommended project list presented in this plan.

The scoring criteria also supports the goals of the USDOT’s SS4A Program by prioritizing locations with the highest concentration of KSI crashes.



High Injury Network

The High Injury Network (HIN) analysis identified Lazelle Street and Junction Avenue as Sturgis’ primary High Injury Network corridors based on their disproportionate concentration of fatal and serious injury crashes. Sherman Street was also identified as a Tier 2 HIN corridor, particularly along its eastern segment between Junction Avenue and Nellie Street, where crash frequency, multimodal activity, and roadway characteristics indicate an elevated risk of severe crashes. Because the HIN is concentrated on a relatively small portion of the City’s transportation network, the SAP focuses on comprehensive corridor

improvements that address the systemic factors contributing to crashes.

While priority implementation is centered on these HIN corridors, additional recommendations are included for other key arterial and collector roadways that serve schools, residential neighborhoods, Downtown Sturgis, and major community destinations. This corridor-based approach allows the City to strategically invest limited resources where they can achieve the greatest reduction in fatal and serious injury crashes while advancing the Safe System Approach through safer speeds, reduced conflict points, improved pedestrian accommodations, and enhanced multimodal connectivity.

Segments

Intersection Location	Injury Tier
1 Lazelle Street (West City Limits to 20th Street)	1
2 Lazelle Street (20th Street to Whitewood Service Road)	2
3 Lazelle Street (12th Street to 1st Street)	1
4 Lazelle Street (1st Street to Nellie Street)	2
5 Lazelle Street (Nellie Street to “S” Curves)	1
6 Sherman Street (Junction Avenue to Nellie Street)	1
7 Junction Avenue (Harmon Street to Westbound Exit 32)	1

Table 6: High Injury Network Segments

High Injury Intersections

In addition to the prioritized corridors, the crash analysis identified a series of High Injury Intersections (HIIs) that experience a disproportionate concentration of fatal and serious injury crashes. These intersections represent locations where roadway geometry, traffic operations, turning movements, multimodal activity, and vehicle conflicts combine to create elevated crash risk.

Approximately 60% of all KSI crashes in Sturgis occur within the identified High Injury Intersection network, demonstrating that a relatively small number of intersections account for a significant share of the community’s most severe crashes. Many of these intersections are located along the City’s HIN corridors, reinforcing the need for corridor-based safety improvements that address both roadway segments and critical intersections.

Intersections

Intersection Location	Injury Tier
1 Lazelle Street & 20th Street	1
2 Lazelle Street & Moose Drive	1
3 Lazelle Street & Whitewood Service Road	1
4 Lazelle Street & Avalanche Road	2
5 Lazelle Street & 14th Street	2
6 Lazelle Street & Williams Street	2
7 Lazelle Street & 11th Street	2
8 Lazelle Street & 9th Street	1
9 Lazelle Street & 4th Street	1
10 Lazelle Street & 3rd Street	1
11 Lazelle Street & 2nd Street	1
12 Lazelle Street & 1st Street	1
13 Lazelle Street & Junction Avenue	1
14 Lazelle Street & Middle Street	2
15 Lazelle Street & Nellie Street	2
16 Lazelle Street & Regency Street	2

Intersection Location	Injury Tier
17 Junction Avenue & Main Street	2
18 Junction Avenue & Sherman Street	2
19 Junction Avenue & Douglas Street	2
20 Junction Avenue & Edmunds Street	2
21 Junction Avenue & Park Street	2
22 Junction Avenue & Ballpark Road	2
23 Junction Avenue & Anna Street	2
24 Junction Avenue & Westbound Exit 32	2
25 Main Street & 2nd Street	2
26 Sherman Street & 3rd Street	2
27 Sherman Street & 2nd Street	2
28 Sherman Street & 1st Street	2
29 Howard Street & 1st Street	2
30 Douglas Street & Fulton Street	2
31 Tilford Street & Pine Street	
32 Vanocker Canyon Road & Dickson Drive	

Table 7: High Injury Intersections



Prioritizing investments within both the High Injury Network corridors and High Injury Intersections allows the City to strategically focus limited resources where they have the greatest potential to reduce fatal and serious injury crashes and advance the goals of the Safe System Approach.

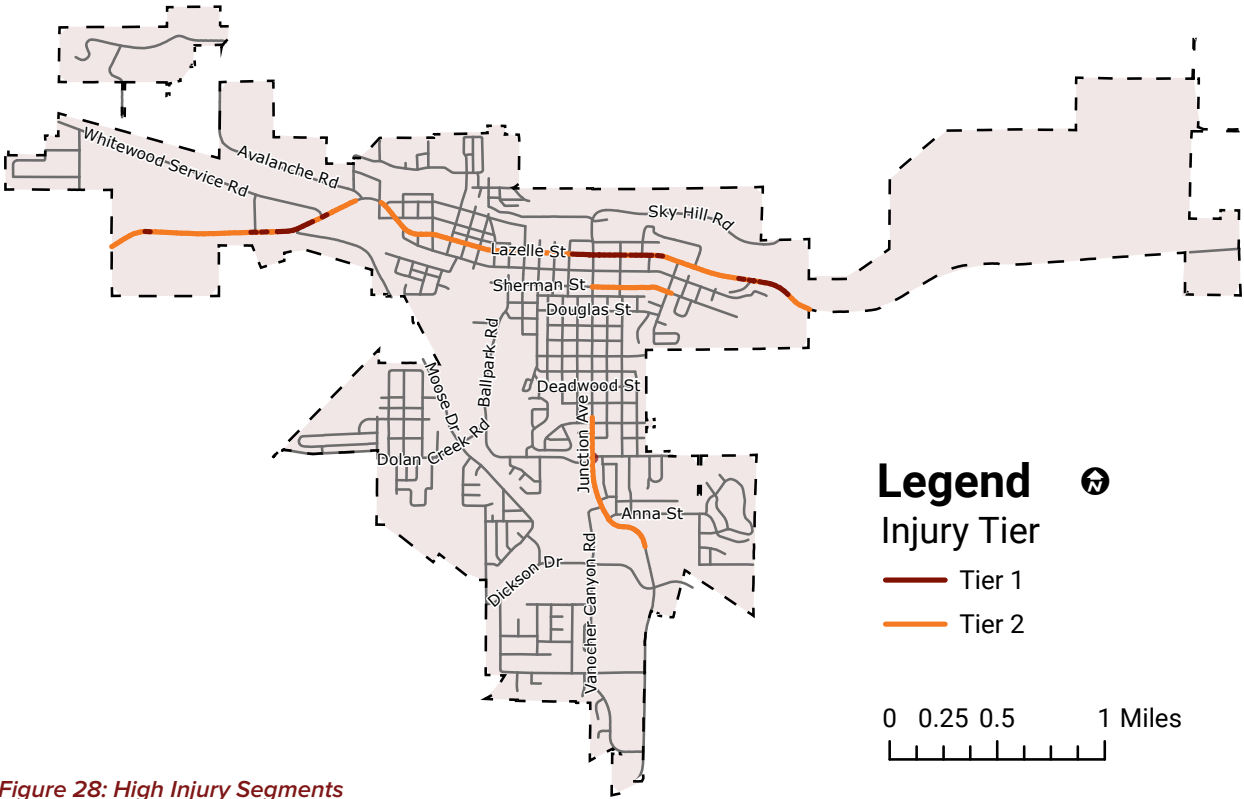


Figure 28: High Injury Segments

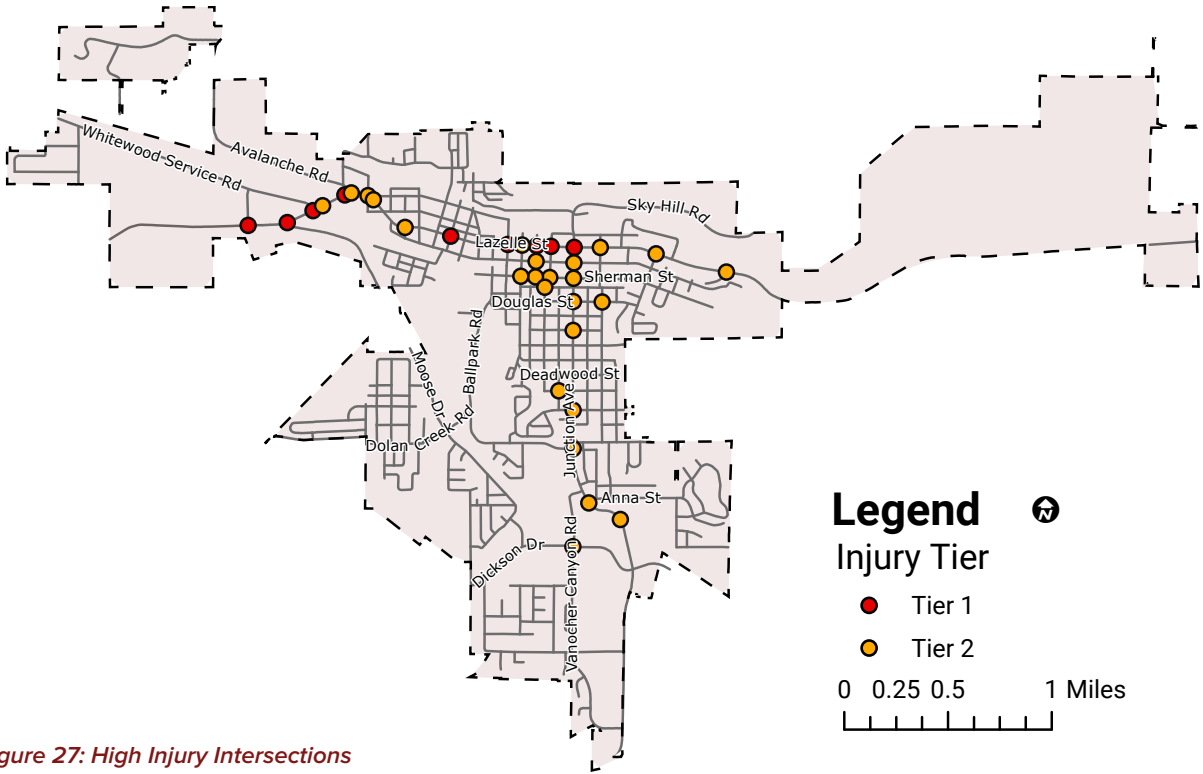


Figure 27: High Injury Intersections

NEEDS ASSESSMENT TAKEAWAYS

Crash analysis, field observations, stakeholder input, and public engagement identified six priority transportation corridors requiring targeted safety improvements. While each corridor has unique operational characteristics, several recurring themes emerged that contributed to elevated crash risk and increased exposure for vulnerable roadway users.

Lazelle Street

Lazelle Street functions as the City's primary commercial corridor and carries the highest traffic volumes in Sturgis. Crash patterns indicate recurring intersection-related crashes, speed management concerns, limited pedestrian accommodations in certain segments, and numerous access management challenges associated with commercial development.

Junction Avenue

Junction Avenue serves as a major north-south gateway into the community and experiences elevated vehicle speeds, numerous conflict points, and limited pedestrian infrastructure near residential neighborhoods and commercial areas.

Sherman Street

Sherman Street provides an important connection between residential neighborhoods, Downtown Sturgis, and Sturgis Elementary School. The corridor experiences high pedestrian activity, inconsistent crossing treatments, and elevated crash concentrations, particularly along the eastern segment identified within the High Injury Network.

Ballpark Road

Ballpark Road serves school traffic, recreational facilities, and residential neighborhoods while accommodating significant seasonal traffic associated with the Sturgis Motorcycle Rally. Existing pedestrian network gaps, ADA deficiencies, and uncontrolled crossing locations create elevated risk for vulnerable roadway users.

Douglas Street & 3rd Street

Douglas Street and 3rd Street function as important school access corridors where pedestrian connectivity, accessibility improvements, and speed management strategies would improve safety for students and neighborhood residents.

Common Safety Deficiencies

Although crash patterns varied across the study area, several recurring transportation safety deficiencies were identified during the needs assessment.

These include:

- Inconsistent pedestrian crossing treatments
- ADA deficiencies at existing crossings
- Gaps in the sidewalk network
- Limited pedestrian visibility
- High operating speeds on key corridors
- Numerous vehicle conflict points created by closely spaced driveways and intersections
- Limited traffic calming measures
- School routes lacking consistent speed management treatments
- Multimodal conflicts during the annual Sturgis Motorcycle Rally
- Insufficient lighting at pedestrian crossings
- Limited connectivity between neighborhoods, schools, downtown, and the community trail system

These deficiencies became the basis for the final selection of recommended countermeasures and policy strategies which are presented in Chapter 6.

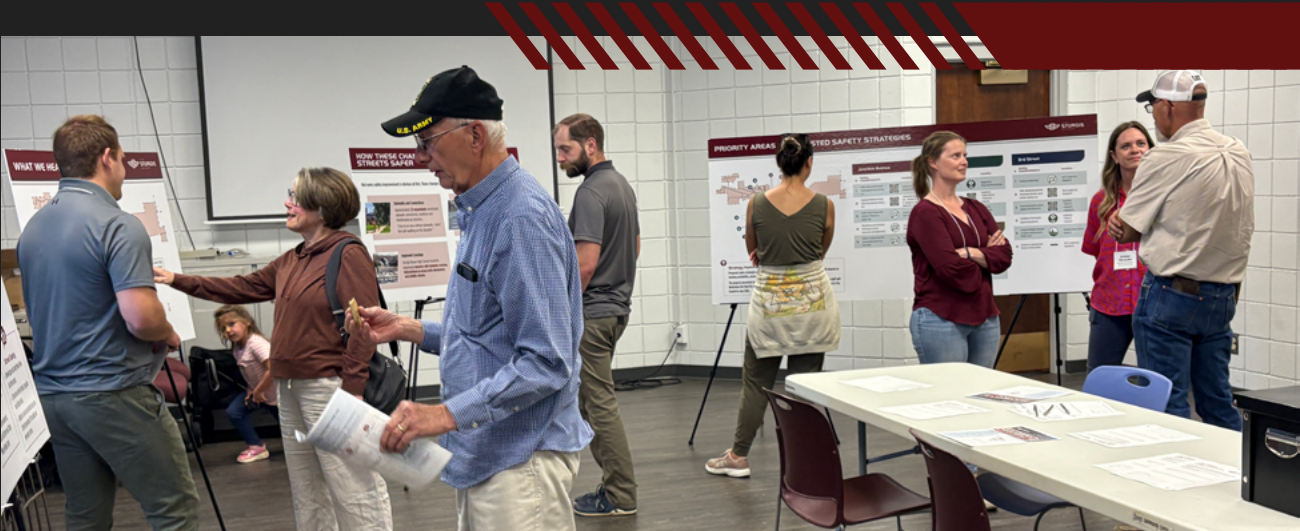
Concentrating improvements within the High Injury Network allows the City to maximize the safety benefits of future transportation investments by focusing limited resources where fatal and serious injury crashes are most likely to occur. While recommendations are included for other corridors throughout the community, priority implementation should begin within the High Injury Network and expand outward as additional funding becomes available. This systemic approach aligns with the Safe System Approach by proactively addressing roadway conditions that contribute to severe crashes rather than responding only after crashes occur.



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SAFETY COUNTERMEASURES TOOLBOX



SAFETY COUNTERMEASURES TOOLBOX

Crash data, corridor studies, and community input point to consistent patterns in how severe crashes occur in Sturgis. These patterns are tied to roadway design, traffic operations, and the way different users move through its transportation system.

Safety countermeasures are intervention tools used to address roadway conditions, user behavior, and safety concerns with roadway design. Each one is intended to respond to a specific type of conflict, reduce the likelihood of a crash, or limit how severe a crash becomes.

Many of the strategies described in this chapter reflect safety approaches promoted by the Federal Highway Administration (FHWA) through its Proven Safety Countermeasures initiative. These treatments have been used in communities across the country and are included in this plan based on the unique safety issues identified in Sturgis.

How Safety Countermeasures Work

Most severe crashes can be traced back to a few common conditions. In Sturgis, those conditions include:

- Turning movements at intersections and driveways
- A high number of driveways and access points along corridors
- Travel speeds that exceed what the surrounding environment can support
- Roadway departure conditions, including loss of control or lane shift
- Situations where drivers, pedestrians, or bicyclists have limited time to see and react

Each safety countermeasure addresses these conditions in different ways. Some reduce the number of conflict points, particularly at intersections or along corridors with frequent turning movements. Others improve visibility and recognition of potential hazards. Many focus on managing speed, which is one of the most direct factors influencing crash severity.

These strategies are most effective when applied together and tailored to the specific characteristics of a roadway, intersection, or corridor.

FHWA Proven Safety Countermeasures

The FHWA has identified a set of Proven Safety Countermeasures that are effective in reducing KSI crashes across a range of roadway types and conditions. These countermeasures provide a framework for addressing the safety issues identified in Sturgis.

These strategies are grouped into common focus areas, including speed management, pedestrian and bicycle safety, intersections, roadway departure, etc.

The following sections describe the primary types of countermeasures **relevant to the conditions identified in Sturgis**.

Speed Management

Vehicle speed directly influences both crash frequency and severity. As speed increases, stopping distance increases and reaction time decreases. Higher speeds also increase the forces involved in a crash, which leads to more severe outcomes.

Speed-related strategies focus on bringing travel speeds in line with the surrounding environment, especially in areas with high pedestrian activity or frequent turning movements.

Even small reductions in average travel speed can lead to measurable reductions in crash severity. In practice, this might look like narrower travel lanes, curb extensions at intersections, or signs that display a driver’s speed in real time.



Common approaches include:

-  Speed feedback signs that provide real-time information to drivers
-  Lane narrowing or roadway reconfiguration to visually reduce available space
-  Curb extensions that reduce crossing distance and influence driver behavior
-  Streetscape elements that reinforce lower-speed environments
-  Context-sensitive speed limit evaluation

Pedestrian/Bicyclist

Pedestrians and bicyclists are more vulnerable in a crash due to their lack of physical protection. Crash severity increases significantly at higher vehicle speeds and in areas where users are required to share space without clear guidance.

These countermeasures focus on improving visibility, reducing exposure, and providing dedicated or clearly defined space for travel.

Providing defined space and consistent crossing locations reduces uncertainty and improves interactions between users. In practice, this can include marked crossings, flashing beacons, or dedicated space for bicyclists along a corridor.



Common approaches include:

-  High-visibility crosswalk markings to improve driver recognition
-  Pedestrian refuge islands that reduce crossing distance and allow staged crossings
-  Rectangular Rapid Flashing Beacons (RRFBs) at uncontrolled crossings
-  Sidewalk construction and gap closure to provide continuous pedestrian routes
-  Shared-use paths to separate users from vehicle traffic
-  Bicycle lanes, buffered bike lanes, or separated facilities to define space for bicyclists
-  Intersection crossing treatments, including advanced stop lines or crossing markings

Intersection Improvements

Intersections are a primary location for severe crashes due to the number of potential conflict points between vehicles and other users. A traditional four-leg intersection can include more than 30 vehicle-to-vehicle conflict points, many of which involve crossing movements associated with higher-severity crashes.

Intersection improvements focus on reducing the number and severity of these conflict points and improving how movements are organized.

These strategies reduce complex decision-making and limit the types of conflicts that are most likely to result in severe crashes. Some treatments also reduce the angle at which vehicles interact, which lowers the severity of crashes. In practice, this may look like converting a traditional intersection to a roundabout, adding turn lanes, or adjusting signals to better organize movements.



Common countermeasures include:

- Roundabouts, which reduce vehicle speeds and eliminate direct crossing conflicts
- Reduced Conflict Intersections (RCIs), which reconfigure left-turn and crossing movements
- Dedicated left- and right-turn lanes to separate movements
- Channelization to guide vehicle paths and reduce ambiguity
- Signal timing adjustments, including protected turn phases
- Improved intersection lighting to enhance nighttime visibility

Access Management

Driveways and side street connections introduce additional turning movements along a corridor. As the number of these access points increases, so does the number of potential conflict points.

Corridors with frequent access points are often associated with higher rates of turning-related crashes, including rear-end and angle collisions.

Access management strategies focus on organizing where and how vehicles enter and exit the roadway. These strategies reduce the number of decision points and improve overall traffic flow along the corridor. In practice, this could mean fewer driveways, defined turn locations, or medians that limit certain movements.



Common countermeasures include:

- Consolidation of driveways to reduce the total number of access points
- Installation of raised medians to restrict certain turning movements
- Directional access (right-in/right-out) to reduce crossing conflicts
- Spacing guidelines for driveways and intersections
- Use of auxiliary lanes to manage turning traffic

Visibility

In some cases, crashes occur because users can't recognize roadway conditions in time to respond. This is particularly common at night, in poor weather, or in areas with complex geometry.

Improving visibility gives users more time to recognize and respond to traffic conditions. In practice, this may include brighter pavement markings, clearer signage, or added lighting at intersections and crossings.



Common countermeasures include:

- Enhanced pavement markings, including edge lines and lane lines
- Retroreflective signage and improved sign placement
- Intersection and crossing lighting
- Delineators and object markers to highlight roadside features
- Consistent application of traffic control devices

Roadway Departure

Roadway departure crashes occur when a vehicle leaves its travel lane or exits the roadway. These crashes often involve higher speeds and can result in severe outcomes. For Sturgis, single-vehicle crashes account for a large share of its KSI crashes.

These countermeasures focus on keeping vehicles within their lane and providing recovery space when a driver deviates. These strategies also help reduce loss-of-control crashes. In practice, this can include rumble strips, edge lines, or curve warning signs that alert drivers before a problem occurs.



Common countermeasures include:

- Edge line and centerline markings to improve lane definition
- Rumble strips to alert drivers when they drift from their lane
- Curve warning signs and chevrons to highlight changes in alignment
- Shoulder improvements that provide space for recovery
- Clear zone improvements to reduce fixed-object hazards

Traffic Operations

Traffic control and operations influence how users move through the system. Inconsistent or unclear controls can contribute to confusion and increase crash risk.

These strategies focus on organizing movement and reinforcing consistent expectations to help drivers understand what to expect and how to respond. In practice, this may include signal timing adjustments, coordinated signals along a corridor, or clearer stop control at intersections.



Common countermeasures include:



Signal timing adjustments to improve traffic flow and reduce conflicts



Protected turn phases to separate conflicting movements



Coordination between signals along a corridor



Consistent application of traffic control devices



Stop control where appropriate based on traffic patterns

Driver Behaviors

Safety is shaped not only by how a roadway is designed, but also by how people use it. Things like attention, speed choice, and familiarity with the roadway all influence how drivers respond to conditions and interact with others.

In Sturgis, these factors become more noticeable during periods of increased travel, including the Sturgis Motorcycle Rally. Traffic volumes increase, the mix of roadway users changes, and more drivers are navigating streets and intersections they may not be familiar with.

These patterns show up in the types of crashes seen in Sturgis, including turning conflicts, rear-end crashes, and roadway departure.

This plan focuses on roadway improvements, but those improvements are selected with these behaviors in mind. Making movements more predictable, improving visibility, and reducing the number of decisions drivers have to make all help create a system that works better for everyone using it.



A few behavioral patterns show up in ways that connect directly to the crash trends identified in this plan:

- Driver attention and distraction can limit how quickly someone reacts. This often shows up in rear-end crashes, missed signals, or vehicles drifting out of their lane.
- Speed choice does not always match what is happening around the driver. This is especially true in areas where traffic changes quickly or where people are walking nearby.
- Motorcycle visibility and awareness is an ongoing challenge. Motorcycles are smaller and easier to overlook, especially in traffic or at intersections where drivers are already making multiple decisions.

HOW THESE COUNTERMEASURES APPLY IN STURGIS

The countermeasures described in this chapter respond directly to the conditions identified through crash analysis, corridor studies, and community input. In Sturgis, these conditions are not evenly spread across the system. They are concentrated along certain corridors and intersections and follow consistent patterns.

From 2015 to 2024, the City experienced over **600 total crashes**, including **212 crashes that resulted in a fatality or injury**. A large share of these severe crashes occurred along a limited number of corridors rather than across the entire network.

Several trends stand out:

- **Crash activity is concentrated along a few key corridors**, most notably Lazelle Street (SD Hwy 34). This corridor accounts for a significant share of KSI crashes. Junction Avenue and Sherman Street also show higher crash activity than other roadways in the system.
- **Intersections continue to be a common location for more serious crashes**. More than half of KSI crashes occur at or near intersections, often involving turning movements. Locations such as Junction Avenue at Ballpark Road and Junction Avenue at Anna Street come up consistently in the data.
- **Driveways and access points play a bigger role than it might seem at first glance**. Along corridors like Lazelle Street and Junction Avenue, the number of places where vehicles can turn in and out adds up quickly. That leads to more decision points for drivers and increases the likelihood of rear-end and angle crashes.
- **Pedestrian activity is highest in areas where crossing conditions are not always clear or consistent**. This is especially true downtown along Sherman Street and near Sturgis Elementary School along Ballpark Road. Public input pointed to difficulty finding safe gaps to cross and uncertainty about where drivers are expecting pedestrians.

- **Speed is a direct factor in how severe crashes can become**, even when it is not the only cause. Along higher-volume corridors and areas where land use changes, speeds do not always match the surrounding activity. As speeds increase, the likelihood of a serious injury also increases.

These patterns line up with the types of countermeasures described earlier in this chapter. Each category of countermeasure addresses one or more of these issues, whether by reducing conflict points, improving visibility, or managing speed.

The following chapter looks more closely at where these conditions occur and outlines how these countermeasures can be applied within the City.

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RECOMMENDATIONS



RECOMMENDATIONS

Chapter 6 provides recommendations for location-specific projects developed for the City based on the density, history, and pattern of crashes as well as the potential to improve overall safety conditions at that location. Each of these project areas was identified and prioritized through the process outlined in Chapter 4 - Needs Assessment. This chapter also identifies systemic countermeasures including policy changes and demonstration projects.

Prioritization & Location Identification

The plan's priority list of segments (*Table 7*) and intersections (*Table 8*) was developed through a scoring process informed by community feedback, HIN results, and guidance from City staff and the project Advisory Team. Scores are labeled as either Lower, Moderate, or High ranking; which defines the need and level for safety improvements at these locations. These prioritized lists below helped to inform the final recommended projects and safety enhancements mentioned later in this chapter.

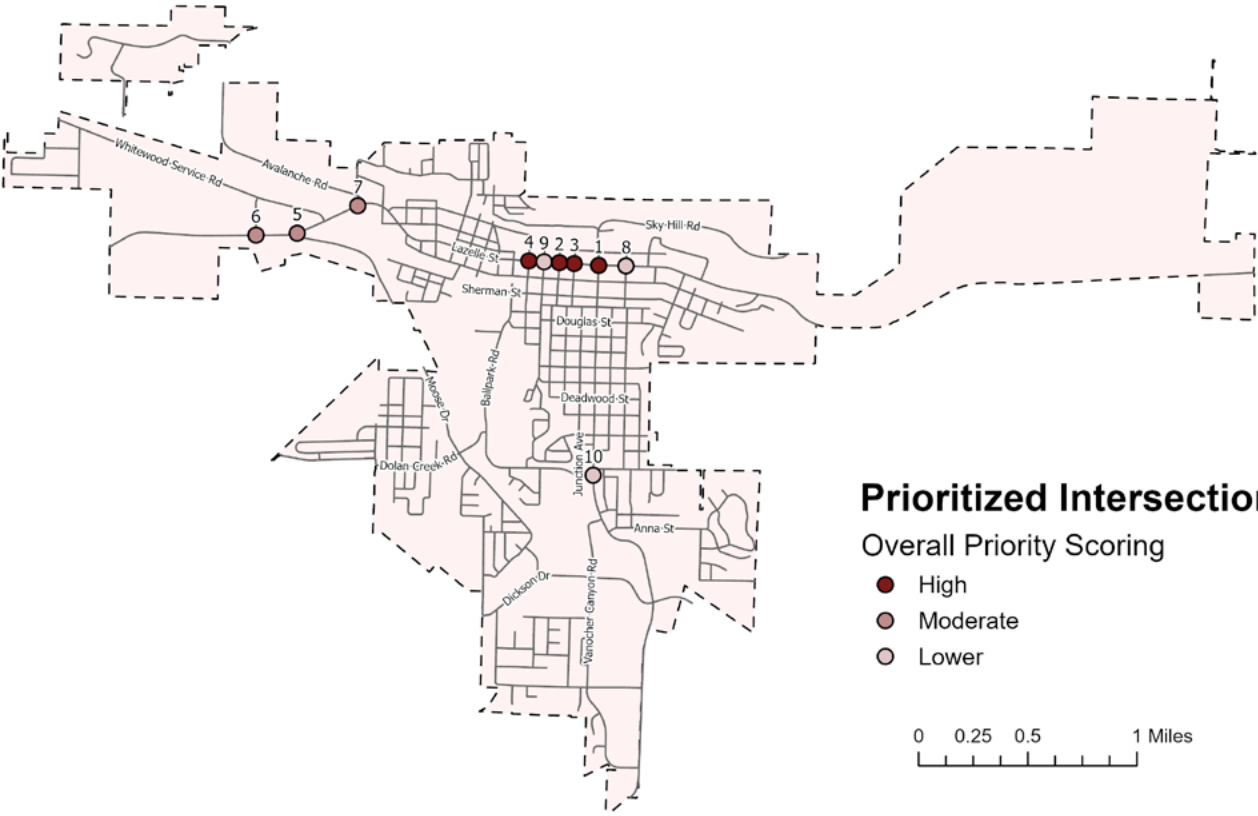
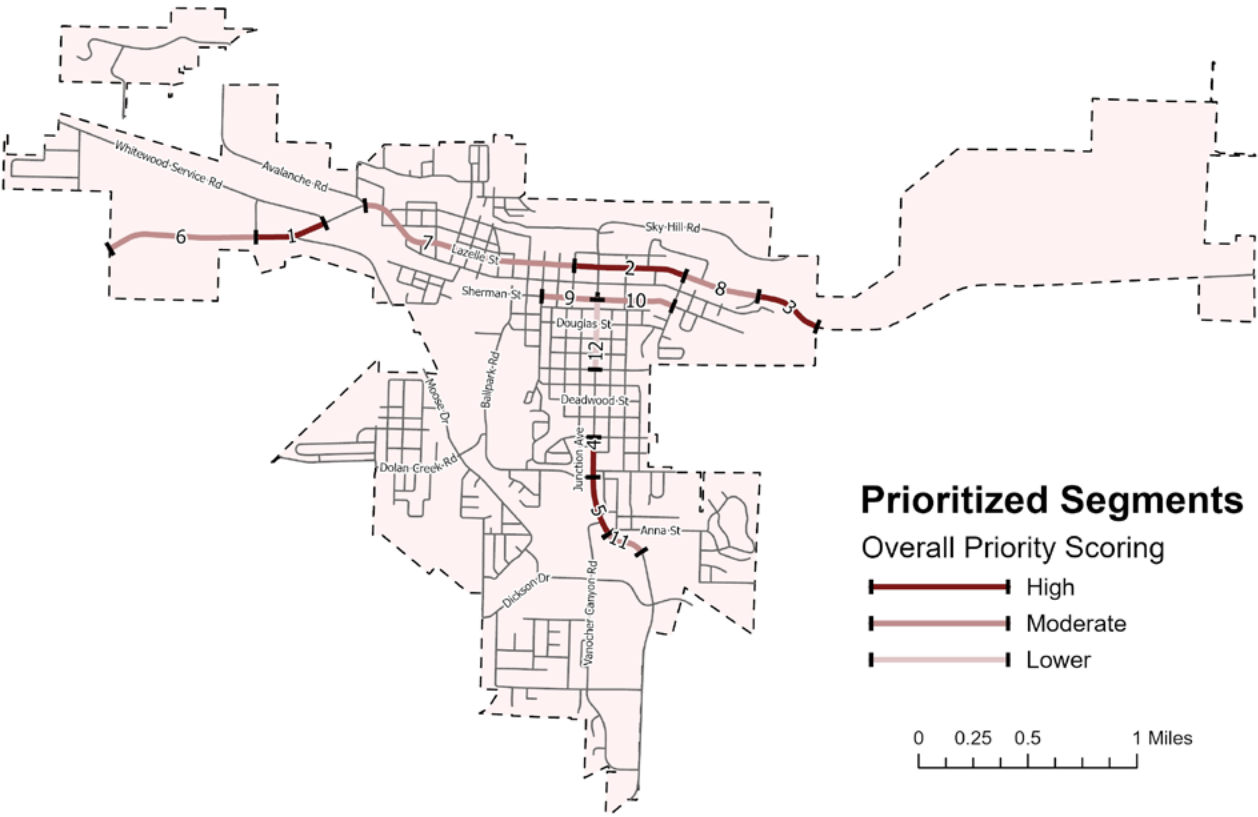
Location	Overall Priority Scoring
1 Lazelle Street, 20th Street to Whitewood Service Road	High
2 Lazelle Street, 1st Street to Nellie Street	High
3 Lazelle Street, Regency Street to "S Curves"	High
4 Junction Avenue, Park Street to Ballpark Road	High
5 Junction Avenue, Ballpark Road to Anna Street	High
6 Lazelle Street (SD 34), West City Limits to 20th Street	Moderate
7 Lazelle Street, Avalanche Road to 1st Street	Moderate

8 Lazelle Street, Nellie Street to Regency Street	Moderate
9 Sherman Street, 3rd Street to Junction Avenue	Moderate
10 Sherman Street, Junction Avenue to Nellie Street	Moderate
11 Junction Avenue, Anna Street to Exit 32 Westbound	Moderate
12 Junction Avenue, Lazelle Street to Shephard Street	Lower

Table 8: Prioritized Segments

Location	Overall Priority Scoring
1 Lazelle Street & Junction Avenue	High
2 Lazelle Street & Harley-Davidson Way	High
3 Lazelle Street & 1st Street	High
4 Lazelle Street & Kinship Road	High
5 Lazelle Street & Moose Drive	Moderate
6 Lazelle Street & 20th Street	Moderate
7 Lazelle Street & westbound Exit 32 ramp terminal intersection	Moderate
8 Lazelle Street & Middle Street	Lower
9 Lazelle Street & 3rd Street	Lower
10 Ballpark Road & Junction Avenue	Lower

Table 9: Prioritized Intersections



As part of the SAP planning process, individual projects were developed and recommended for spot locations as well as “Project Areas” which highlight a corridor wide approach to assist with feasibility and implementation. These overall project areas would be expected to include individual projects (segments and intersections) within these primary corridors and could be bundled into one comprehensive strategy. Those overall projects are further summarized in the pages that follow.

To evaluate overall size and scope of projects, planning level costs were also provided for perspectives on funding and implementation. Phasing for projects was presented as either:

- Short Term (0-2 years)
- Mid Term (3-5 years)
- Long term (5+ years)

Additionally, certain projects were identified as Quick Build projects because they can be implemented rapidly using temporary or low-cost materials while still providing meaningful safety benefits. These improvements allow the City to evaluate effectiveness, collect performance data, and incorporate community feedback before committing to permanent infrastructure investments.

PRIORITY PROJECT AREAS

Top safety goals for the Sturgis SS4A Safety Action Plan focus primarily on slowing traffic speeds, improving pedestrian safety, and decreasing conflict points between pedestrians and motor vehicles to create a more consistent and comprehensive transportation network.

The following corridors have been selected as the final project areas for this plan and their individual project recommendations each work to address these overall plan goals.

1. Lazelle Street
2. Junction Avenue
3. Sherman Street
4. Ballpark Road
5. Douglas Street
6. 3rd Street

A summary of these project areas and their existing safety challenges is included in the following project sheets. Because Lazelle Street and Junction Avenue were identified as the City’s highest-priority safety corridors and have been the focus of previous transportation studies, each corridor includes a dedicated crash analysis narrative within its project sheet. These narratives summarize the documented safety concerns, reinforce the need for the recommended improvements, and provide additional context for future implementation and funding opportunities.



SAFE STREETS & ROADS FOR ALL SAFETY ACTION PLAN

LAZELLE STREET (SD HWY 34)

SUMMARY

The Lazelle Street (SD Hwy 34) corridor experiences significant safety challenges, especially during the Sturgis Rally when traffic volumes surge far beyond typical levels. Beyond this annual peak of motorcycle traffic, there is also a combination of increased pedestrian activity, mixed travel speeds, and limited multimodal facilities throughout the existing corridor—all of which can intensify safety risks for travelers.



Lazelle Street (SD Highway 34) is the City of Sturgis’ highest-priority corridor for transportation safety improvements. As the community’s primary east-west arterial, it serves residents, businesses, freight traffic, regional travelers, pedestrians, bicyclists, and the significant seasonal traffic generated by the annual Sturgis Motorcycle Rally. The SS4A crash analysis found that approximately **64% of all the City’s fatal and serious injury crashes between 2015 and 2024** occurred along this corridor, with crash concentrations occurring at major intersections including Junction Avenue, 1st Street, 4th Street, and near state highway interchanges. These findings demonstrate that targeted improvements along Lazelle Street have the greatest potential to reduce severe crashes and improve safety throughout the community.

The recommended projects for this corridor build upon both the findings of this Safety Action Plan and the recommendations of the **2022 SDDOT US14A/SD34 Lazelle Street Corridor Study**. Together, these improvements address intersection operations, pedestrian safety, access management, speed management, and multimodal connectivity while balancing the unique operational demands of both everyday traffic and the annual Sturgis Motorcycle Rally. The proposed improvements within this project area represent an estimated investment of **approximately \$55 million** and achieve a **combined Benefit-Cost Ratio of 0.34**, demonstrating a strong long-term return through reduced crash frequency and severity, improved roadway operations, and enhanced safety for all users.

Currently, the **South Dakota Department of Transportation (SDDOT)** is advancing the design of improvements along Lazelle Street between 10th Street and the Fort Meade entrance. Ongoing coordination between the City and SDDOT provide opportunity to collaborate on needed safety improvements along this major state and local corridor. By aligning local priorities with state investments, the City can maximize available funding, minimize future reconstruction costs, and implement a comprehensive corridor strategy that advances the Safe System Approach while improving safety and mobility along one of Sturgis’ most critical transportation corridors.

#	Safety Countermeasure	Location(s)	Existing Safety Concern	Quick Build	Benefit-Cost Analysis*	Implementation Timeframe	Estimated Cost (2028 \$)*
1	Traffic Signal Installation	Junction Ave & Main St	High traffic volumes and congestion create operational delays and increase vehicle conflict points at this intersection.	Yes	4.10	Short Term	\$0.65M
2	Road Reconstruction & Improved Pedestrian Crossings*	12th St to Nellie St	Existing roadway geometry and condition do not meet current design standards, contributing to safety concerns for all users.	No	NA	Long Term	\$19.4M
3	Road Reconstruction & Improved Pedestrian Crossing	West City Limits to Moose Dr	Existing trail crossing lacks adequate visibility and pedestrian refuge, creating conflicts between trail users and vehicles. Numerous driveway access points and higher operating speeds increase crash potential.	No	<1	Short Term	\$9.2M
4	Interchange & Pedestrian Crossing Improvements	Lazelle St & Avalanche Rd	Existing interchange configuration creates weaving, merging, and turning conflicts that reduce operational safety.	No	<1	Long Term	\$14.2M
5	Reduced Conflict Intersection (RCI)	Entrance to Fort Meade/VA Hospital	Existing intersection geometry creates multiple vehicle conflict points and turning movements.	No	<1	Long Term	\$11.2M
6	Traffic calming improvements (streetscape elements, lighting, pedestrian signage, etc.)	12th St to Nellie St	Wide roadway geometry and limited pedestrian amenities encourage higher vehicle speeds and reduce pedestrian comfort.	No	<1	Long Term	\$2.55M
7	Install rumble bars ahead of stop sign on 20th Street	20th St & Lazelle St	Drivers may not recognize the upcoming stop-controlled intersection, increasing the risk of stop-control violations.	Yes	115.57	Short Term	\$20,000

#	Safety Countermeasure	Location(s)	Existing Safety Concern	Quick Build	Benefit-Cost Analysis*	Implementation Timeframe	Estimated Cost (2028 \$)*
8	Installation of stop ahead sign on 20th St	20th St & Lazelle St	Advance warning of the stop-controlled intersection is limited, increasing the potential for rear-end and angle crashes.	Yes	<1	Short Term	\$10,000
9	Installation of speed feedback signs	- West City Limits - Westbound “S” Curves - Eastbound	Operating speeds exceed the desired speed along the corridor, increasing crash severity. Curved roadway geometry along “S” curves increases the risk of roadway departure crashes.	Yes	<1	Short Term	\$24,000
10	Installation of Rapid Reflection Flashing Beacon	- Moose Dr - Blanche St*	Existing pedestrian crossing visibility is limited, reducing driver awareness of crossing pedestrians. Pedestrian crossing activity occurs without enhanced warning devices.	Yes	398.46	Short Term	\$350,000
11	Removal of far-right lane	Westbound Whitewood Service Rd	Existing lane configuration creates unnecessary merging and turning conflicts near the intersection.	No	NA	Mid Term	\$250,000
12	Construct bump-outs at intersection corners to improve pedestrian trail crossing	Whitewood Service Rd at intersection with Lazelle St	Wide intersection crossings increase pedestrian exposure and reduce driver awareness of trail users.	No	13.30	Mid Term	\$150,000

JUNCTION AVENUE

SUMMARY

Safety issues along Junction Avenue are present throughout the corridor. Findings from the SS4A crash safety analysis indicated a significant portion of Sturgis’ severe injury crash history has taken place along this north-south corridor, including at key intersections with streets like Anna Street and Ballpark Road.



In 2023, the City completed the **Junction Avenue Corridor Study**, which identified operational and safety challenges driven by continued community growth, increased traffic demand, and gaps in the corridor’s multimodal transportation network. One of the study’s primary findings was the need to proactively address future traffic growth associated with development along Anna Street east of Junction Avenue, which is expected to increase congestion and create additional safety concerns at the Anna Street intersection. This location, along with the segment between Anna Street and Ballpark Road, was consistently identified by City staff, the Advisory Committee, and community members as one of the City’s highest transportation priorities.

Through the crash analysis, it was found that Junction Avenue experiences recurring crashes, limited pedestrian crossing opportunities, sidewalk gaps, and ADA deficiencies that contribute to conflicts between vehicles and vulnerable roadway users. Similar crash patterns were identified at the Junction Avenue–Ballpark Road and Junction Avenue–Anna Street intersections, where roundabouts and intersection realignments have been recommended to reduce conflict points, improve traffic operations, and accommodate future traffic growth. Additional recommendations focus on improving access management, expanding street connectivity, and enhancing multimodal travel throughout the corridor.

The corridor also contains several gaps in the City’s bicycle and pedestrian network, particularly near the Interstate 90 Westbound Exit 32 interchange where heavy turning movements create conflicts for cyclists and pedestrians. Future shared-use path improvements within this area will require careful consideration of signing, traffic control, and intersection design to improve safety while maintaining efficient traffic operations. Other recommended improvements include completing missing sidewalk connections, improving ADA accessibility, installing marked pedestrian crossings, addressing safety concerns associated with the existing “Welcome to Sturgis” sign, and incorporating streetscape and landscaping enhancements that improve community character while creating a safer and more comfortable environment for all roadway users.

RECOMMENDATIONS

The recommended improvements within the Junction Avenue Project Area represent an estimated investment of **\$14.75 million** and achieve a **combined Benefit-Cost Ratio of 0.05**, demonstrating that the proposed projects provide strategic safety improvements while supporting future community growth. Because many of these recommendations build upon the findings of the 2023 Junction Avenue Corridor Study, the City is well positioned to advance these projects as funding opportunities become available and continue implementing a coordinated, corridor-wide approach to improving transportation safety.

#	Safety Countermeasure	Location(s)	Existing Safety Concern	Quick Build	Benefit-Cost Analysis	Implementation Timeframe	Estimated Cost (2028 \$)
1	Roundabout or intersection management improvements	Junction Ave & Anna St	Recurring crashes at this intersection due to increased traffic volumes and proximity to popular destinations (“Welcome to Sturgis” sign, and Anna St. development).	No	0.04	Long Term	\$8.35M
2	Roundabout or intersection management improvements	Junction Ave & Ballpark Rd	Recurring crashes at this intersection. Lack of designated crossings that meet ADA compliance.	No	<1	Mid Term	\$850,000-\$8M (dependent on final design)
3	Improved pedestrian crossings at intersections (bump-outs, pedestrian signage, ADA compliance)	Junction Ave & Anna St	Pedestrian safety and accessibility concerns at this intersection. Concerns with the current location of the “Welcome to Sturgis” sign.	Yes	<1	Mid Term	\$350,000
4	Roundabout construction or traffic Signal installation	Junction Ave & Vanocker Canyon Rd	Traffic congestion and operations concerns connected to peak hour level of service.	No	<1	Long Term	\$4.5M
5	Traffic calming improvements (streetscape elements, lighting, pedestrian signage, etc.)	Segments: - Exit 32 to Ballpark Rd - Ballpark Rd to Shephard St - Shephard St to Lazelle St	Unsafe conditions for multimodal transportation due to high vehicle speeds, inadequate pedestrian facilities, and lacking signage to protect VRUs.	No	1.49	Long Term	\$11.4M (dependent on final design)
6	Improved pedestrian crossings at intersections (bump-outs, pedestrian signage, ADA compliance)	Intersection(s) with Junction Ave: - Shephard St - Harmon St - Douglas St - Sherman St	Inadequate or inconsistent pedestrian crossings throughout corridor particularly along identified intersections with Junction Ave.	Yes	1.03	Short Term	\$1.4M (dependent on final design)

SHERMAN
STREET

Proposed Costs:

\$3,125,000

Total 20-yr Safety Benefit (2026 \$):

\$21,618,532

Benefit-Cost Analysis:

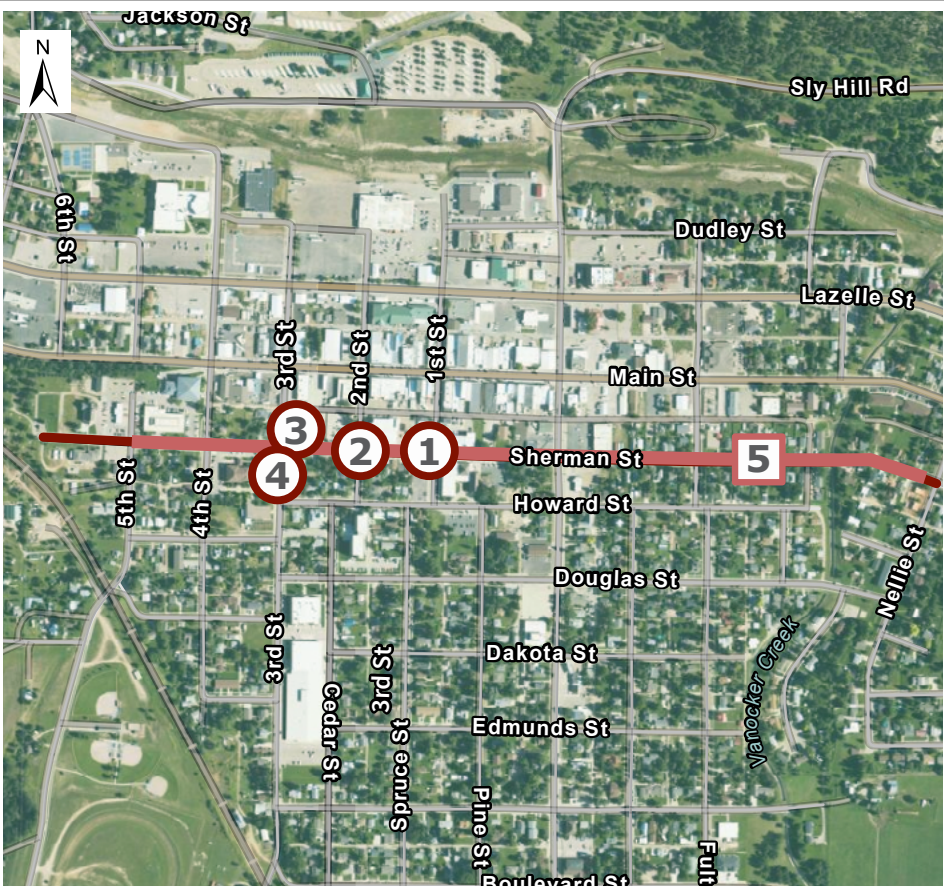
6.92

KSI Crashes Avoided:

0.13

Other Injuries Avoided:

0.83



RECOMMENDATIONS

#	Safety Countermeasure	Location(s)	Existing Safety Concern	Quick Build	Benefit-Cost Analysis	Implementation Timeframe	Estimated Cost (2028 \$)
3	Intersection improvements to address safety deficiencies (<i>bump-outs, improved crossings, & pedestrian crossing signs</i>)	Sherman St & 3rd St	Existing crossing treatments do not adequately reduce conflicts between vehicles and pedestrians.	Yes	<1	Short Term	\$350,000
4	Installation of rectangular rapid flashing beacon	Sherman St & 3rd St	Drivers have limited awareness of pedestrians crossing at this location.	Yes	<1	Short Term	\$75,000
5	Traffic calming improvements (<i>streetscape elements, speed cushions, lighting, etc.</i>)	Segment (5th St to Nellie St)	Higher operating speeds and limited streetscape features reduce corridor safety.	Yes	7.31	Mid Term	\$2M

#	Safety Countermeasure	Location(s)	Existing Safety Concern	Quick Build	Benefit-Cost Analysis	Implementation Timeframe	Estimated Cost (2028 \$)
1	Intersection improvements to address safety deficiencies (<i>bump-outs, improved crossings, & pedestrian crossing signs</i>)	Sherman St & 1st St	Existing intersection geometry and pedestrian facilities contribute to safety concerns.	Yes	1.82	Short Term	\$350,000
2	Intersection improvements to address safety deficiencies (<i>bump-outs, improved crossings, & pedestrian crossing signs</i>)	Sherman St & 2nd St	Long pedestrian crossings and limited visibility increase pedestrian exposure.	Yes	17.48	Short Term	\$350,000

BALLPARK ROAD

Proposed Costs: \$849,000

Total 20-yr Safety Benefit (2026 \$): \$870,679 Benefit-Cost Analysis: 0.67 KSI Crashes Avoided: 0.00 Other Injuries Avoided: 0.29



RECOMMENDATIONS

#	Safety Countermeasure	Location(s)	Existing Safety Concern	Quick Build	Benefit-Cost Analysis	Implementation Timeframe	Estimated Cost (2028 \$)
5	Improved pedestrian crossing (address ADA deficiencies)	Ballpark Rd & Arizona Ave	Limited pedestrian crossing accommodations reduce safety for people walking.	Yes	<1	Short term	\$350,000
6	Removal of pedestrian crossing	Ballpark Rd & David Dr	Existing crossing location has limited visibility and does not provide a safe crossing opportunity.	Yes	<1	Short Term	\$50,000

#	Safety Countermeasure	Location(s)	Existing Safety Concern	Quick Build	Benefit-Cost Analysis	Implementation Timeframe	Estimated Cost (2028 \$)
1	Installation of rapid reflection flashing beacons	Ballpark Rd & Dolan Creek Rd intersection	Existing pedestrian crossing lacks enhanced driver warning and visibility.	Yes	7.17	Short Term	\$75,000
2	Improved pedestrian crossing (address ADA deficiencies)	Ballpark Rd & Dolan Creek Rd Intersection	Existing crossing conditions provide limited protection and accessibility for pedestrians.	Yes	<1	Short Term	\$350,000
3	Speed feedback signs	Ballpark Rd & W Arizona Ave Intersection	Vehicle speeds exceed the desired operating speed approaching the intersection.	Yes	2.38	Short Term	\$12,000
4	Speed feedback signs	Ballpark Rd & W Farley St Intersection	Speeding approaching the intersection increases crash risk and severity.	Yes	<1	Short Term	\$12,000

SAFE STREETS &
ROADS FOR ALL
SAFETY ACTION PLAN

DOUGLAS
STREET

Proposed Costs:

\$825,000

Total 20-yr Safety Benefit (2026 \$):

\$2,455

Benefit-Cost Analysis:

0.00

KSI Crashes Avoided:

0.00

Other Injuries Avoided:

0.03



RECOMMENDATIONS

#	Safety Countermeasure	Location(s)	Existing Safety Concern	Quick Build	Benefit-Cost Analysis	Implementation Timeframe	Estimated Cost (2028 \$)
5	Install school zone and 15 MPH speed limit signs near Sturgis Middle School	Junction Ave to 3rd St	Vehicle speeds exceed the desired operating speed approaching the intersection.	Yes	<1	Short Term	\$50,000
6	Conduct a corridor study for this segment of Douglas St	Junction Ave to 3rd St	Existing roadway conditions and multimodal deficiencies require further evaluation to identify long-term improvements.	NA	NA	Short Term	\$175,000
7	Traffic calming improvements (streetscape elements, lane narrowing, speed cushions, lighting, etc.)	Junction Ave to 3rd St	Operating speeds and limited pedestrian-oriented features contribute to corridor safety concerns.	No	NA	Mid Term	\$1.75M

#	Safety Countermeasure	Location(s)	Existing Safety Concern	Quick Build	Benefit-Cost Analysis	Implementation Timeframe	Estimated Cost (2028 \$)
1	Examine as a potential corridor for Safe Routes to Schools study application & future funding opportunities	Junction Ave to 3rd St	Existing corridor has deficiencies affecting safe walking and bicycling access to nearby schools.	No	NA	Short Term	\$150,000
2	Improved pedestrian crossing (address ADA deficiencies)	Douglas St & Cedar St	Existing crossing lacks accessibility improvements and pedestrian visibility enhancements.	Yes	NA	Mid Term	\$350,000
3	Installation of rectangular rapid flashing beacon	Douglas St & Pine St	Crossing visibility is limited and additional driver warning is needed.	Yes	<1	Short Term	\$75,000
4	Improved pedestrian crossing (address ADA deficiencies)	Douglas St & Pine St	Existing pedestrian crossing does not adequately protect students and other pedestrians.	Yes	0.00	Mid Term	\$350,000

SAFE STREETS &
ROADS FOR ALL
SAFETY ACTION PLAN

43 of 47
**3RD
STREET**

Proposed Costs:

\$2,800,000

Total 20-yr Safety Benefit (2026 \$):

\$129,874

Benefit-Cost Analysis:

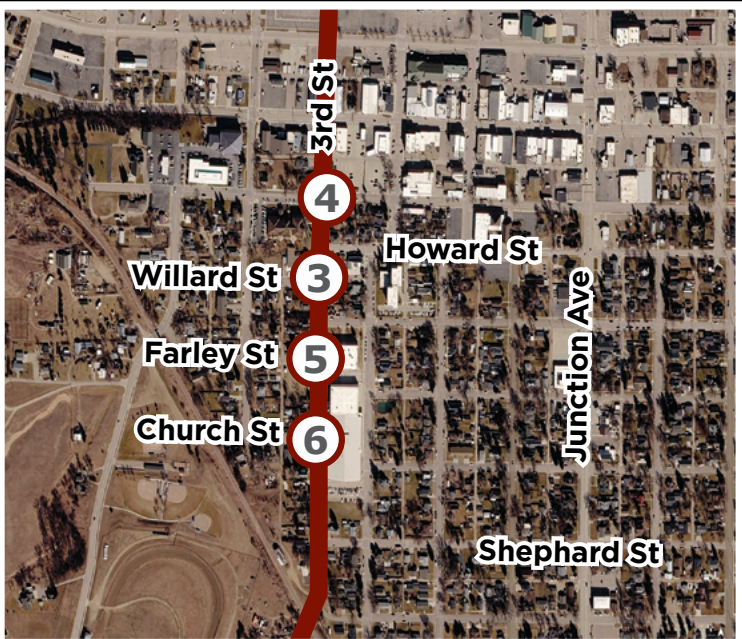
0.05

KSI Crashes Avoided:

0.07

Other Injuries Avoided:

0.13



#	Safety Countermeasure	Location(s)	Existing Safety Concern	Quick Build	Benefit-Cost Analysis	Implementation Timeframe	Estimated Cost (2028 \$)
1	Conduct a Corridor Study	Lazelle St to Shephard St	Existing corridor experiences multiple operational and multimodal safety concerns that require comprehensive evaluation.	NA	NA	Short Term	\$175,000
2	Traffic calming improvements (streetscape elements, lane narrowing, speed cushions, lighting, etc.)	Lazelle St to Shephard St	Wide roadway geometry encourages higher vehicle speeds and reduces pedestrian comfort.	No	<1	Long Term	\$1.75M
3	Improved Pedestrian Crossing (address ADA deficiencies)	3rd St & Willard St	Existing crossing lacks pedestrian safety enhancements and ADA improvements.	Yes	<1	Mid Term	\$350,000
4	Improved Pedestrian Crossing (address ADA deficiencies)	3rd St & Howard St	Long crossing distances and limited visibility increase pedestrian exposure.	Yes	<1	Mid Term	\$350,000

RECOMMENDATIONS

#	Safety Countermeasure	Location(s)	Existing Safety Concern	Quick Build	Benefit-Cost Analysis	Implementation Timeframe	Estimated Cost (2028 \$)
5	Installation of Rectangular Rapid Flashing Beacon	3rd St & Farley St	Existing pedestrian crossing requires enhanced driver warning to improve yielding behavior.	Yes	<1	Short Term	\$75,000
6	Installation of Rectangular Rapid Flashing Beacon	3rd St & Church St	Pedestrian crossing visibility is limited, particularly during low-light conditions.	Yes	17.82	Short Term	\$75,000
7	Improved Pedestrian Crossing (Address ADA deficiencies)	3rd St & Shephard St	Existing intersection lacks pedestrian-focused safety treatments.	Yes	<1	Mid Term	\$350,000
8	Construct Sidewalk Connection along Shephard St	3rd St to Spruce St	Missing sidewalk connection forces pedestrians to walk adjacent to or within the roadway, reducing safe access to the school.	No	NA	Mid Term	\$500,000
9	Examine as a Potential Corridor for Safe Routes to School Study Application & future funding opportunities	Lazelle St to Shephard St	Existing corridor has gaps in pedestrian infrastructure and school access that warrant further study.	NA	NA	Short Term	\$150,000

SYSTEMWIDE IMPROVEMENTS

City-Wide High-Visibility Crosswalk Standard

It is recommended that Sturgis adopt a city-wide high-visibility crosswalk marking standard to improve pedestrian visibility, crossing consistency, and driver awareness throughout its transportation network. The standard should identify preferred crosswalk materials, marking patterns, placement guidance, and application criteria, specifically at school crossings, trail crossings and signage, uncontrolled intersections, and other locations with elevated pedestrian activity. Establishing consistent crosswalk treatments throughout the community will support safer pedestrian crossings and improve driver recognition of pedestrian priority areas.

Pedestrian Crossing Evaluation Program

It is recommended the City establish a pedestrian crossing evaluation program to assess existing crossing locations for accessibility, visibility, traffic control, driver yielding behavior, and pedestrian demand. The program should prioritize school routes, downtown corridors, trail crossings, and intersections within the HII network to identify locations where crossing consolidation, enhanced traffic control, RRFB installation, curb extensions, or other pedestrian safety improvements may be warranted. The program should support a data-driven approach which ultimately reduces the total number of pedestrian conflict points with motor vehicles.

Access Management Plan & Policy Development

An updated Access Management Plan and supporting policy framework is recommended for the City of Sturgis and should focus on key high-volume corridors, such as Lazelle Street and Junction Avenue. The updated plan should evaluate the safety risks identified in this plan along with existing driveway spacing, turning

movement conflicts, intersection access conditions, and opportunities for driveway consolidation to reduce vehicle conflict points. Establishing corridor-based access management strategies will support safer traffic operations, improve multimodal mobility, and reduce the potential for severe crashes.

Lighting Assessment and Gap Analysis

A comprehensive lighting assessment and gap analysis is recommended for the City to complete identifying locations with limited visibility, insufficient pedestrian lighting, and potential nighttime driving safety concerns. The assessment should prioritize high-risk corridors, intersections, school routes, pedestrian crossings, and areas with documented crashes to support future lighting improvements that enhance visibility and improve safety for motorists, pedestrians, bicyclists, and other VRUs.

Speed Management Plan

A comprehensive Speed Management Plan is recommended for its key corridors, including Lazelle Street, Junction Avenue, and Ballpark Road. The plan should evaluate existing operating speeds, roadway design characteristics, crash history, pedestrian and crossing activity, and school-related safety concerns to identify context-sensitive strategies that encourage safer travel speeds.

Speed Trailer Investment Program

The Sturgis Police Division are recommended to invest in the purchasing and deploying of additional speed trailers to support the Safe Systems Approach and goals of this plan which focus on reducing motor vehicle speed, particularly through high-volume pedestrian corridors. Speed trailers should be strategically placed along any corridors with documented speeding concerns, elevated crash activity, or recurring crashes of any severity type, including Lazelle Street, Junction Avenue, and Ballpark Road. Final selection of locations should be informed by police citation data, speed studies, crash trends, and community concerns to maximize effectiveness and support a data-driven approach to enforcement.

ADA Transition Plan

An adopted ADA Transition Plan to identify non-compliant pedestrian facilities, sidewalk gaps, curb ramps, and crossing conditions throughout the transportation network, as well as at City-owned facilities is recommended for the City. The plan will help guide future infrastructure investments and support safer multimodal mobility for all users.

Community Trail Study

An updated community-wide Trail Study to identify opportunities is recommended to expand and improve connectivity within the existing trail and shared-use path network. The study should prioritize identifying gaps between neighborhoods, schools, parks, downtown, and destination areas, including connections to the new Anna Street development. Expanding the City's trail network will improve multimodal mobility, increase safe access to non-motorized travel modes, and support the long-term goals of this plan.

School Zone Speed Limit Policy and Signage Standardization

It is recommended that Sturgis should adopt a system-wide school zone speed limit policy and standardized signage program to improve consistency, driver awareness, and pedestrian safety near schools in the community. The final policy would provide a uniform school zone speed limit, signage placement standards, pavement marking treatments, and operational criteria to reduce driver confusion. School zones should include all properties directly adjacent to school property in order to better account for student walking patterns, school-related traffic activity, and pedestrian movements occurring beyond the immediate school frontage.

Event Traffic Safety Management Strategy

The development of an updated event traffic safety management strategy focused on periods of elevated visitor activity associated with the annual Sturgis Motorcycle Rally and any other large community events. The strategy should evaluate temporary traffic control, pedestrian routing, multimodal conflict areas, speed management opportunities, and event-related operational challenges to improve roadway safety during high-volume traffic conditions. Recommendations may include temporary pedestrian safety infrastructure, portable speed management devices, enhanced signage, and event-specific traffic operations planning.



Be advised that in cooperation with SDDOT, there is already an effort in place for an event traffic management plan for the Rally.

Sidewalk Gap Analysis Study

Conduct a comprehensive sidewalk network gap analysis to identify missing sidewalk segments, disconnected pedestrian routes, and barriers to safe and accessible multi-modal travel throughout the community. The analysis should prioritize connections to schools, parks, downtown, neighborhoods, trails, and other community destinations while considering pedestrian demand, crash history, ADA accessibility, and roadway characteristics.

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IMPLEMENTATION



IMPLEMENTATION

The Sturgis SS4A Safety Action Plan was developed through collaboration with community members, stakeholders, transportation partners, and City leadership. The recommendations identified throughout this plan reflect the community's commitment to improving transportation safety and reducing the risk of KSI crashes for all roadway users. However, the long-term success of the SAP depends on sustained implementation efforts, continued community engagement, and a commitment to integrating safety into transportation planning, policy, and operations decisions. The following section outlines the City of Sturgis' strategy for implementing the recommendations of the SAP and advancing toward its long-term safety goals.

Commitment to Safety

The completion of this Safety Action Plan represents the City of Sturgis' commitment to creating a transportation system where all roadway users can travel safely regardless of age, ability, mode of travel, or destination. The City recognizes that traffic KSI crashes are preventable and that transportation safety must remain a priority as the community continues to grow and evolve. This plan was formally adopted by the Sturgis City Council on **July 20, 2026** and stands as a symbol of this commitment to safety.

This plan provides a framework for implementing the Safe System Approach and positions the City to pursue future funding opportunities through USDOT's SS4A Program and other state and federal transportation safety initiatives. Funding obtained through these programs will play a critical role in advancing the infrastructure improvements, policy initiatives, and safety programs identified throughout this plan.

As Sturgis continues to invest in its transportation network, safety considerations should be incorporated into all ongoing planning, maintenance, operations, and capital improvement activities now and into the future. Any new transportation projects taken on by the City should prioritize reducing conflict points, improving conditions for vulnerable roadway users, managing vehicle speeds, and enhancing multimodal

connectivity. Continued leadership from elected officials, City staff, community organizations, and transportation partners will be essential to fostering a culture of safety and achieving meaningful reductions in KSI crashes.

Progress Reporting

Regular monitoring and reporting of safety performance will be necessary to evaluate progress toward the goals of this plan and ensure implementation efforts remain aligned with the City's most pressing safety needs.

The City will continue to monitor KSI crashes throughout the transportation network and evaluate trends within its HIN corridors and intersections. Special attention should be given to locations with elevated crash concentrations, corridors serving vulnerable roadway users, school access routes, and areas experiencing significant seasonal traffic increases associated with the annual Sturgis Motorcycle Rally.

Tracking crash trends, roadway user behavior, and implementation outcomes will allow the City to measure the effectiveness of completed safety improvements, identify emerging safety concerns, and prioritize future investments. The City should periodically update crash analyses and review HIN and HII designations to ensure resources remain focused on the locations identified as having the greatest concentration of KSI crashes.

The City should also continue to collaborate with the SDDOT, local and area law enforcement agencies, schools, regional transportation partners, and community stakeholders to monitor safety performance and the implementation of recommended safety improvements. Progress updates on safety improvements should be shared with City leadership and the public as they are implemented to maintain transparency and reinforce the City's commitment to transportation safety.

Taking Action

Achieving the goals of this SAP will require ongoing commitment, investment, and collaboration by the City and its partners. Community engagement conducted throughout the planning process demonstrated strong public support for improving pedestrian safety, managing vehicle speeds, reducing roadway conflict points, and enhancing accessibility throughout Sturgis.

The recommendations identified in this plan provide a roadmap for implementing practical, data-driven safety improvements throughout the community. These recommendations include infrastructure investments, policy changes, operational improvements, demonstration projects, and planning initiatives designed to address documented safety concerns and improve conditions for all roadway users.

Implementation of these recommendations should be guided by the Safe System Approach, with a focus on reducing crash likelihood, minimizing crash severity, and creating a transportation network that is more predictable, forgiving, and accessible. As projects are implemented and new safety data becomes available, the City should continue to refine its strategies and prioritize investments that provide the greatest safety benefit.



While the goal of eliminating fatal and serious injury crashes is ambitious, the City of Sturgis recognizes that meaningful progress can be achieved through sustained action and a commitment to continuous improvement. By implementing this plan's recommendations and maintaining transportation safety as a community priority, Sturgis can create a safer transportation system for residents, visitors, students, employees, and all roadway users for years to come.



Meeting Date: City Council - Jul 20 2026

Agenda Item: Consideration to approve Resolution 2026-32, a Resolution of Intent to Lease Municipal Property to Vertical Bridge REIT, LLC d/b/a The Towers, LLC

Prepared By: Rick Bush, Director of Public Works

BACKGROUND INFORMATION:

Last fall, the City was approached by Vertical Bridge REIT, LLC d/b/a The Towers, LLC (“Lessee”) as it explored potential wireless communications sites in and around the Sturgis area. Lessee is the largest private owner and operator of wireless communications infrastructure in the United States, with a nationwide portfolio that includes over 18,000 towers.

After evaluating several potential City-owned or City-controlled sites in coordination with the Mayor and Public Works, a small parcel of formerly unplatted City property near the Exit 32 Recycling Center on Dickson Drive was selected as a potentially suitable location. The site was selected in part because it meets Lessee’s engineering criteria, is among the best available City-controlled locations for the proposed use, and is located within the I-90 corridor, an area that already contains significant vertical infrastructure such as parking lot and highway light poles, flag poles, pole signs, and billboards.

At its June 15, 2026 meeting, the City Council approved Ordinance 2026-06 to modify the setback provisions for telecommunications facilities. The amendment clarified that wireless telecommunications facilities must be at least 750 feet from the boundary of any residential zoning district. Previously, the 750-foot setback was measured from any existing structure. This amendment allows the City to consider the proposed option and lease for this site.

DISCUSSION:

The proposed agreement is both an option and a lease. If approved, Lessee would receive a four-year option period to conduct due diligence and determine whether to proceed with the site. If Lessee elects to proceed, Lessee may exercise the option and the lease term would commence under the agreement.

The proposed “Property” is proposed Utility Lot 1 of Cell Tower Subdivision. The proposed “Premises” consist of an approximately 50-foot by 50-foot lease area within proposed Utility Lot 1, together with related landscape-buffer, utility, and access easement rights. The final plat and recordable legal description are still being finalized, but the current lease materials are sufficient for purposes of considering the Resolution of Intent.

Approval of the option and lease would mean the Council is willing to make this City property available for potential use as a wireless communications facility site, subject to the terms of the agreement. Approval would not authorize construction of a tower or approve any future wireless facility permit. If Lessee elects to proceed, Lessee would still need to apply for and obtain any required City approvals through the City’s normal ordinance, zoning, building, and permitting processes.

Major provisions of the proposed option and lease include:

- Four-year option period for Lessee to complete due diligence and determine whether to proceed with the site.
- Option payment of \$1,050.
- If the option is exercised, an initial lease term of five years, followed by seven possible five-year renewal terms.
- Monthly rent of \$1,050, with a 1.99% annual increase.
- If Lessee does not exercise the option, the agreement terminates.
- Lessee may terminate the lease after commencement with 180 days' notice and must remove improvements and restore the premises as required by the agreement.

Improved wireless communications capacity in this area may provide public and public-safety benefits, including improved wireless coverage, system capacity, network resiliency, and communications availability for residents, visitors, businesses, emergency responders, and the traveling public along the I-90 corridor.

Process:

SDCL § 9-12-5.2 requires a resolution of intent, published notice, and public hearing before a municipality may lease municipally owned property to a private party for a term exceeding 120 days and for more than \$2,500 in annual value. The proposed lease falls within that process.

The required process is:

1. Approval of a Resolution of Intent, which identifies the City's intent to consider the proposed lease and sets the time and place for a public hearing on the lease resolution.
2. Publication of notice of the public hearing in the City's official newspaper.
3. A public hearing to receive public comment, followed by City Council consideration of whether to approve the lease.

The action currently before the City Council is only the Resolution of Intent. Final lease approval would occur, if at all, after the public hearing.

CODE REFERENCES:

SDCL §§ 9-12-5.1, 9-12-5.2

BUDGET IMPACT:

If the option and lease agreement is approved, the City would receive the option payment. If Lessee later exercises the option, the City would receive rent as provided in the agreement.

RECOMMENDATION:

Approve Resolution 2026-32

ATTACHMENTS:

[Resolution 2026-32 - Intent Lease Vertical Bridge - 7-20-26](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Jul 17 2026

RESOLUTION NO. 2026-32

**RESOLUTION OF INTENT TO LEASE MUNICIPAL PROPERTY TO
VERTICAL BRIDGE REIT, LLC d/b/a THE TOWERS, LLC**

WHEREAS, the City of Sturgis owns or controls certain real property generally located between 951 Dickson Drive and 901 Dickson Drive in Sturgis, South Dakota; and

WHEREAS, Vertical Bridge REIT, LLC d/b/a The Towers, LLC, a Delaware limited liability company, has proposed entering into an Option and Lease Agreement with the City for an approximately 5,625-square-foot portion of the property, proposed to be platted as a utility lot and depicted in the lease materials, for the potential future location and operation of wireless communications facilities; and

WHEREAS, the proposed lease is a lease of municipal property to a private party for a term exceeding 120 days and for more than \$2,500 in annual value, and therefore requires the City to adopt a resolution of intent, publish notice, and hold a public hearing before final lease approval pursuant to SDCL 9-12-5.2;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sturgis, South Dakota, that the City declares its intent to consider the proposed Option and Lease Agreement with Vertical Bridge REIT, LLC d/b/a The Towers, LLC.

BE IT FURTHER RESOLVED that a public hearing to consider the proposed Option and Lease Agreement is set for August 3, 2026, at 6:30 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers at City Hall, 1040 Harley-Davidson Way, Sturgis, South Dakota.

BE IT FURTHER RESOLVED that the Finance Officer is directed to publish notice of the public hearing in the City's official newspaper as required by law.

BE IT FURTHER RESOLVED that this Resolution expresses the City's intent to consider the proposed lease and does not finally approve the Option and Lease Agreement. Final action may be taken only after the public hearing.

Adopted by action of the Sturgis Common Council on the 206 day of July, 2026.

CITY OF STURGIS

Rodney J. Bradley, Mayor

(Seal)

ATTEST:

Ann Bertolotto, Finance Officer

Adopted: July 20, 2026

Published:

Effective:

City Council STAFF REPORT



Meeting Date: City Council - Jul 20 2026

Agenda Item: Consideration to approve Armory Leases vending space during the 2026 Sturgis Motorcycle Rally

Prepared By: Robin Korth, Deputy Finance Officer

BACKGROUND INFORMATION:

The City leases out vending/exhibit space in the Rally Headquarters facility (Armory) at 1019 Main Street for the duration of the Rally.

Staff is requesting authorization for the City to sign the Headquarters lease agreements with Big Willy's Meat Company, Biker Nettie/Annette Yarusso, Black Hills Rally & Gold, Little Rider Enterprises/Mimi & Moto, Soldiers for Jesus MC Sturgis Chapter, and EZ & Fran Ent./Nova Skin Care.

DISCUSSION:

The Sturgis Motorcycle Museum will also be occupying an Armory exhibit space, as accommodated through the 2026 Official Magazine Publishing Agreement previously approved by Council.

BUDGET IMPACT:

This is a revenue source. No additional expenditures associated with providing this lease.

ATTACHMENTS:

[Armory Vendors Paid](#)

[Armory Vendors Pending payment](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Jul 16 2026

Exhibit B to 2026 Armory Exhibit Space Use Agreement
Exhibitor Information, Event Contacts, and Payment Terms

This Exhibit B is attached to and incorporated into the 2026 Armory Exhibit Space Use Agreement between the City and Exhibitor.

Exhibitor Information

Legal Name of Exhibitor: Big Willy's Meat Company
DBA (if any): Big Willy's Meat Co
Mailing Address: 202 N 53rd Ave Court
City, State, Zip: Greely Co 80634

Primary Business Contact

Name: Bill Stachel
Title: owner
Phone: 970-545-9451
Email: bigwillysmeatco@gmail.com

Primary On-Site Contact During Setup and Rally

Name: _____
Mobile Phone: _____
Email: _____

Secondary / Emergency On-Site Contact During Setup and Rally

Name: _____
Mobile Phone: _____
Email: _____

Exhibitor shall ensure that the Primary On-Site Contact and Secondary / Emergency On-Site Contact are authorized to act on Exhibitor's behalf and are reasonably available during setup, operating hours, and teardown.

Exhibit Information

Product / Exhibit Description: Pop Up shirt Rack S
Assigned Exhibit Space / Booth Size: 10 x 10

Payment Terms

Exhibit Fee: \$ 2000.00
Deposit: \$500.00 to be returned at the end of the rally.
Initial Payment Due with Application: \$2500.00
Final Payment Due on or before July 15, 2026: \$ 2500.00

Setup or occupancy will not be permitted unless all required fees have been paid in full and Exhibitor has obtained all required licenses and permits. The deposit will be returned following the Rally, less any amounts properly applied under the Agreement for unpaid fees, damage, abnormal cleaning, towing, removal of abandoned property, or other amounts due.

Payment Instructions

Accepted Payment Methods: Visa, MasterCard, cashier's check, or business check. Checks Payable To: City of Sturgis, SD
Payment Address: City of Sturgis - Armory Vending
Attn: Finance Office
1040 Harley-Davidson Way
Sturgis, SD 57785

**Exhibit B to 2026 Armory Exhibit Space Use Agreement
Exhibitor Information, Event Contacts, and Payment Terms**

This Exhibit B is attached to and incorporated into the 2026 Armory Exhibit Space Use Agreement between the City and Exhibitor.

Exhibitor Information

Legal Name of Exhibitor: BikerNettie
DBA (if any): _____
Mailing Address: 1010 Industrial Rd #58
City, State, Zip: Boulder City NV 89005

- Lance -

Primary Business Contact

Name: Annette Yarusso
Title: Owner
Phone: 612.554.2260
Email: Bikernettie@gmail.com

LScherer@sturgisgov.com

Primary On-Site Contact During Setup and Rally

Name: Annette Yarusso
Mobile Phone: 612.554.2260
Email: Bikernettie@gmail.com

Secondary / Emergency On-Site Contact During Setup and Rally

Name: _____
Mobile Phone: _____
Email: _____

Exhibitor shall ensure that the Primary On-Site Contact and Secondary / Emergency On-Site Contact are authorized to act on Exhibitor's behalf and are reasonably available during setup, operating hours, and teardown.

Exhibit Information

Product / Exhibit Description: Patch sewing & handmade hats
Assigned Exhibit Space / Booth Size: 10X10

Payment Terms

Exhibit Fee: \$ 2000
Deposit: ~~\$500.00~~ Waived. My 6th year
Initial Payment Due with Application: \$ _____
Final Payment Due on or before July 15, 2026: \$ You have my chk 2000

Paid

Setup or occupancy will not be permitted unless all required fees have been paid in full and Exhibitor has obtained all required licenses and permits. The deposit will be returned following the Rally, less any amounts properly applied under the Agreement for unpaid fees, damage, abnormal cleaning, towing, removal of abandoned property, or other amounts due.

Payment Instructions

Accepted Payment Methods: Visa, MasterCard, cashier's check, or business check.
Checks Payable To: City of Sturgis, SD
Payment Address: City of Sturgis - Armory Vending
Attn: Finance Office
1040 Harley-Davidson Way
Sturgis, SD 57785

This Exhibit B is attached to and incorporated into the 2026 Armory Exhibit Space Use Agreement between the City and Exhibitor.

Exhibitor Information

Legal Name of Exhibitor: Black Hills Rally & Gold, Inc.

DBA (if any): _____

Mailing Address: PO Box 550, 1101 Main St

City, State, Zip: Sturgis, SD 57785

Primary Business Contact

Name: Robin Baldwin

Title: Owner

Phone: 605-347-1879

Email: bhrgsturgis@gmail.com

Primary On-Site Contact During Setup and Rally

Name: Robin Baldwin

Mobile Phone: 605-347-1879

Email: bhrgsturgis@gmail.com

Secondary / Emergency On-Site Contact During Setup and Rally

Name: Tessa Gunderson

Mobile Phone: 605-206-0179

Email: blackhillsrallyandgold@gmail.com

Exhibitor shall ensure that the Primary On-Site Contact and Secondary / Emergency On-Site Contact are authorized to act on Exhibitor's behalf and are reasonably available during setup, operating hours, and teardown.

Exhibit Information

Product / Exhibit Description: Rally Collectibles and Souvenirs

Assigned Exhibit Space / Booth Size:

Payment Terms

Exhibit Fee: \$ 5700⁰⁰

Deposit: ~~\$500.00~~

Initial Payment Due with Application: \$ 5700⁰⁰

Final Payment Due on or before July 15, 2026: \$ 5700⁰⁰

Paid

Setup or occupancy will not be permitted unless all required fees have been paid in full and Exhibitor has obtained all required licenses and permits. The deposit will be returned following the Rally, less any amounts properly applied under the Agreement for unpaid fees, damage, abnormal cleaning, towing, removal of abandoned property, or other amounts due.

Payment Instructions

Accepted Payment Methods: Visa, MasterCard, cashier's check, or business check. Checks Payable To: City of Sturgis, SD

Payment Address: City of Sturgis - Armory Vending

Attn: Finance Office

Exhibit B to 2026 Armory Exhibit Space Use Agreement
Exhibitor Information, Event Contacts, and Payment Terms

This Exhibit B is attached to and incorporated into the 2026 Armory Exhibit Space Use Agreement between the City and Exhibitor.

Exhibitor Information

Legal Name of Exhibitor: Soldiers For Jesus MC Sturgis Chapter
DBA (if any): _____
Mailing Address: 24529 Pinewood Trail
City, State, Zip: Hermosa SD 57744

Primary Business Contact

Name: Shawn Mcilroy
Title: Sec / Tres
Phone: 605-877-1640
Email: sturgis.secretary@sfjmc.com

Primary On-Site Contact During Setup and Rally

Name: Shawn Mcilroy
Mobile Phone: 605-877-1640
Email: sturgis.secretary@sfjmc.com

Secondary / Emergency On-Site Contact During Setup and Rally

Name: Corey Merrill
Mobile Phone: 605-877-4507
Email: spydeesfj@gmail.com

Exhibitor shall ensure that the Primary On-Site Contact and Secondary / Emergency On-Site Contact are authorized to act on Exhibitor's behalf and are reasonably available during setup, operating hours, and teardown.

Exhibit Information

Product / Exhibit Description: Free Christian product_
Assigned Exhibit Space / Booth Size: 10 x 10

Payment Terms

Exhibit Fee: \$ 200⁰⁰
Deposit: ~~\$500.00~~
Initial Payment Due with Application: \$ 200⁰⁰
Final Payment Due on or before July 15, 2026: \$ 2000⁰⁰

Paid

Setup or occupancy will not be permitted unless all required fees have been paid in full and Exhibitor has obtained all required licenses and permits. The deposit will be returned following the Rally, less any amounts properly applied under the Agreement for unpaid fees, damage, abnormal cleaning, towing, removal of abandoned property, or other amounts due.

Payment Instructions

Accepted Payment Methods: Visa, MasterCard, cashier's check, or business check.
Checks Payable To: City of Sturgis, SD
Payment Address: City of Sturgis - Armory Vending
Attn: Finance Office
1040 Harley-Davidson Way
Sturgis, SD 57785

pd CC

**Exhibit B to 2026 Armory Exhibit Space Use Agreement
Exhibitor Information, Event Contacts, and Payment Terms**

This Exhibit B is attached to and incorporated into the 2026 Armory Exhibit Space Use Agreement between the City and Exhibitor.

Exhibitor Information

Legal Name of Exhibitor: Little Rider Enterprises
DBA (if any): Mimi and Moto
Mailing Address: 1111 Browley Rd
City, State, Zip: Auradale Estates PA 30002

Primary Business Contact

Name: Mark Augustyn
Title: Partner
Phone: 404 822 3986
Email: info@mimicandmoto.com

Primary On-Site Contact During Setup and Rally

Name: _____
Mobile Phone: _____
Email: _____

Secondary / Emergency On-Site Contact During Setup and Rally

Name: _____
Mobile Phone: N/A
Email: _____

Exhibitor shall ensure that the Primary On-Site Contact and Secondary / Emergency On-Site Contact are authorized to act on Exhibitor's behalf and are reasonably available during setup, operating hours, and teardown.

Exhibit Information

Product / Exhibit Description: Mimi and Moto children's books and merchandise
Assigned Exhibit Space / Booth Size: 10 x 10

Payment Terms

Exhibit Fee: \$ 2000
Deposit: \$500.00
Initial Payment Due with Application: \$ 2500⁰⁰
Final Payment Due on or before July 15, 2026: \$ 2500⁰⁰

Setup or occupancy will not be permitted unless all required fees have been paid in full and Exhibitor has obtained all required licenses and permits. The deposit will be returned following the Rally, less any amounts properly applied under the Agreement for unpaid fees, damage, abnormal cleaning, towing, removal of abandoned property, or other amounts due.

Payment Instructions

Accepted Payment Methods: Visa, MasterCard, cashier's check, or business check.
Checks Payable To: City of Sturgis, SD
Payment Address: City of Sturgis - Armory Vending
Attn: Finance Office
1040 Harley-Davidson Way
Sturgis, SD 57785

**Exhibit B to 2026 Armory Exhibit Space Use Agreement
Exhibitor Information, Event Contacts, and Payment Terms**

This Exhibit B is attached to and incorporated into the 2026 Armory Exhibit Space Use Agreement between the City and Exhibitor.

Exhibitor Information

Legal Name of Exhibitor: EZ + FRAN ENT
DBA (if any): NOVA SKIN - GATA GEMS -
Mailing Address: 3130 SOUTH RAINBOW BLVD Suite - 305
City, State, Zip: LAS VEGAS NV - 89146

Primary Business Contact

Name: EZ JANUSKI BRIAN HOLT
Title: PRES MARKETING director -
Phone: 702-717-8008 702-721-9110
Email: _____

Kenens
@
GMAIL
.com

BRIAN HOLT @
OFFICIAL GEM PROMOTIONS.
com

Primary On-Site Contact During Setup and Rally

Name: _____
Mobile Phone: EZ OR Brian
Email: _____

Secondary / Emergency On-Site Contact During Setup and Rally

Name: _____
Mobile Phone: EZ OR Brian
Email: _____

Exhibitor shall ensure that the Primary On-Site Contact and Secondary / Emergency On-Site Contact are authorized to act on Exhibitor's behalf and are reasonably available during setup, operating hours, and teardown.

Exhibit Information

Product / Exhibit Description: SKIN CAMP
Assigned Exhibit Space / Booth Size: _____ 10/10 -

Payment Terms

Exhibit Fee: \$ 2000.00
Deposit: \$500.00
Initial Payment Due with Application: \$ 500.00
Final Payment Due on or before July 15, 2026: \$ 2500.00

Setup or occupancy will not be permitted unless all required fees have been paid in full and Exhibitor has obtained all required licenses and permits. The deposit will be returned following the Rally, less any amounts properly applied under the Agreement for unpaid fees, damage, abnormal cleaning, towing, removal of abandoned property, or other amounts due.

Payment Instructions

Accepted Payment Methods: Visa, MasterCard, cashier's check, or business check.
Checks Payable To: City of Sturgis, SD
Payment Address: City of Sturgis - Armory Vending
Attn: Finance Office
1040 Harley-Davidson Way
Sturgis, SD 57785

City Council
STAFF REPORT



Meeting Date: City Council - Jul 20 2026

Agenda Item: Consideration to approve a temporary road closure for the SBHS Homecoming Parade on September 25, 2026.

Prepared By: Robin Korth, Deputy Finance Officer

BACKGROUND INFORMATION:

This is a request to temporarily close streets within the route of the SBHS Homecoming Parade.

ATTACHMENTS:

[2026 SBHS Homecoming Application](#)

[2026 SBHS Homecoming Ins COI](#)

Approved By:

Ann Bertolotto, Finance Officer

Status:

Approved - Jul 17 2026

Special Event & Use of City Property Application

Updated January 2023)

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: **SBHS Homecoming Parade**

Event Date: **Friday September 25th Hours: 1pm-4pm**

Sponsoring Organization: **Sturgis Brown HS** ☐ Nonprofit

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

Applicant Information: Name: **Vanessa Bridges**

Email: Vanessa.Bridges@k12.sd.us

Phone: **307-696-5804**

Address: **12930 E. Highway 34**

Sturgis

SD

57785

Street/PO Box

City

State

Zip Code

Contact Person on day of event: **Vanessa Bridges** Phone: **307-696-5804**

Wayne Sullivan

605-484-3416

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

Event Information

Anticipated Attendance (Contestants/Spectators) **NA**

Type of Event: Homecoming Parade Admission/entry cost: **\$0**

Explanation of Event: **Homecoming parade**

Location of event: **Sturgis Fairgrounds on Ball Park Road** 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: **Sep. 25th 1pm**

Tear down date/time: **Sep. 25th 4pm**

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? X 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 Mgr Approval _____



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

Please explain: **For the parade, bands will be playing, cars/trucks honking horns and possibly floats with music**

Does this event require street closure(s)? _____ No **X**. Yes - *Please complete the street closure request attached **There is a \$50 fee for road closures** (excluded for proff 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: Vanessa Bridges Signature: [Signature] Date: 5/21/26
(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)**



Events Inventory List and Notice of Fees

No Items will be available during the Sturgis Motorcycle Rally

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

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

Pick up Date : _____ Return Date : _____

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

Pop Up Tents Quantity_____ 10' x 10' or 10x20

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

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

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

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

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

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

Garbage Totes Quantity_____ 90 gal totes (Residential) Quantity_____ 300 gal totes (Commercial)

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

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

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

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

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

Dates:_____ Time:_____ Explain arrangements made:_____



Event Street Closure Request Form

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

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

Event Name : **2026 SBHS Homecoming Parade**

Street Closure location(s) requested: **Ballpark RD from fairgrounds to Farley St, Farley to 3-, 3- to Douglas, Douglas to Junction, Junction to Main, Main to 5.**

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

Date/Time of Street Closure and re-opening: **September 25th 3pm-4pm**

Reason for Requested Street(s) Closure: **SBHS Homecoming Parade**

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

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

Additional Comments: **We will post on Police Department and Meade County School District Social Media pages.**

Submitted by: Vanessa Bridges Signature: [Signature] Date: 5/21/26

Parade Request Form

(Attach map with request and Certificate of Insurance)

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

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

Parade Name: **2026 SBHS Homecoming Parade**

Applicant: Organization/Name: **SBHS**

Email: **Vanessa.Bridges@k12.sd.us** Phone: **307-696-5804**

Address: **12930 E. Highway 34** **Sturgis** **SD** **57785**
Street/PO Box City State Zip Code

Date of Parade: **September 25, 2026** Start Time: **3pm** End Time: **4pm**

Parade Route proposed: **Ballpark RD from fairgrounds to Farley St, Farley to 3-, 3- to Douglas, Douglas to Junction, Junction to Main, Main to 5.**

Starting/Lineup Address **Sturgis Fairgrounds on Ballpark Rd** Yes/No If Private Property Has landowner given permission? Yes/No

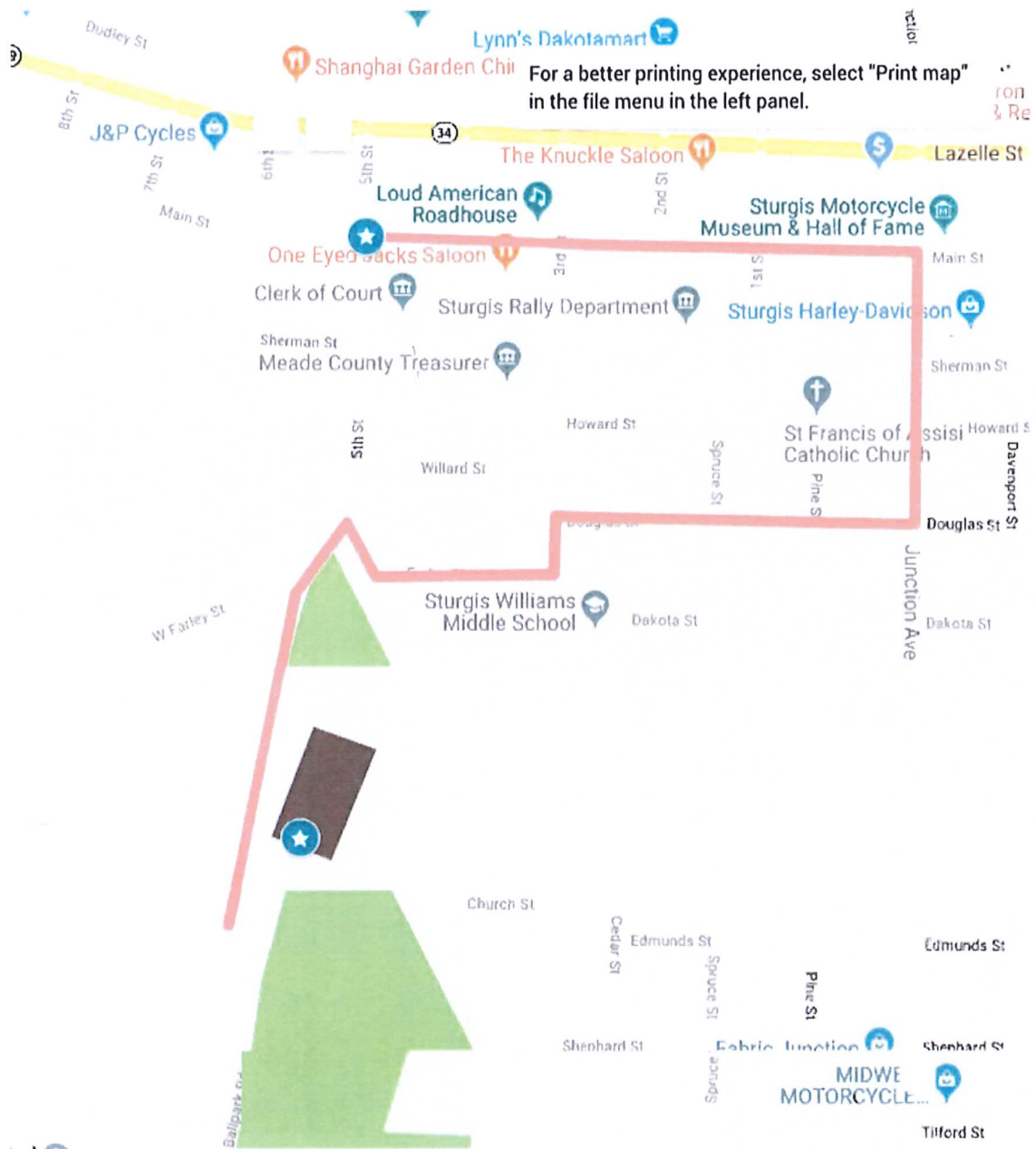
Description & Reason for Parade: **SBHS Homecoming**

Please indicate if you request use of the following:

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

X Barricades/Barriers: Quantity 4 YOU are responsible for making arrangements for placement

Submitted by: V. Bridges Date: 5/21/26



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/30/2026

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 Leavitt Heartland Insurance 942 14th Street Sturgis SD 57785		CONTACT NAME: Kamilla Janitell PHONE (A/C, No, Ext): (605) 347-4583 E-MAIL ADDRESS: kamilla-janitell@leavitt.com FAX (A/C, No): (888) 772-8060	
INSURED Meade School District 46-1 1230 Douglas Street Sturgis SD 57785		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 21415	

COVERAGES

CERTIFICATE NUMBER: 26/27 GL BA 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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		6X20865	07/01/2026	07/01/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ 19 ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			6X20865	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000 ☐ OCCUR ☐ CLAIMS-MADE			6X20865	07/01/2026	07/01/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

SBHS 2026 Homecoming Parade

Certificate Holder is included as an additional insured per form: General Liability Schools Elite Extension CG7699 (01-21).

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 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY SCHOOLS ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. CORPORAL PUNISHMENT - EXPECTED OR INTENDED INJURY

Section I – Coverage A.2., Exclusion **a.** is amended as follows:

- a.** “Bodily injury” or “property damage” expected or intended from the standpoint of the insured.
This exclusion does not apply to “bodily injury” resulting from:
 - (1) The use of reasonable force to protect persons or property; or
 - (2) Corporal punishment to your student administered by or at the direction of any insured.

B. POLLUTION EXCLUSION AMENDMENT FOR SCHOOL ACTIVITIES

Section I – Coverage A.2., Exclusion **f.(1)(a)(iv)** is added as follows:

- (iv) “Bodily injury” or “property damage” arising out of activities usual to classroom instruction on school premises.

C. NON-OWNED WATERCRAFT

Section I – Coverage A.2., Exclusion **g.(2)** is amended by replacing subparagraphs **(2)(a)** and **(b)** with the following:

- (2) A watercraft you do not own that is not being used to carry persons or property for a charge;

D. UNMANNED AIRCRAFT

Section I – Coverage A.2., Exclusion **g.(2)** is amended by adding subparagraph **(6)** as follows:

- (6) Unmanned aircraft operations as a result of school activities.

E. NON-OWNED AIRCRAFT

Section I – Coverage A.2., Exclusion **g.(6)** is added as follows:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for “bodily injury” or “property damage” that would be covered under this provision, or on any other basis, this coverage is then excess.

F. BATTERY, SOLAR POWERED OR SIMILAR AUTOMOBILE

Section I – Coverage A.2., Exclusion **h.(2)** is replaced by the following:

- (2) The use of “mobile equipment” in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity. However, this exclusion does not apply to any battery powered, solar powered or similar vehicles owned by you and operated by you or your students in a school approved event.

G. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** paragraph **4. Other Insurance** is changed accordingly.

H. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term “hostile fire”, the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A.**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance.**

I. PERSONAL AND ADVERTISING INJURY LIABILITY

Section I – Coverage B.2. Exclusions is amended as follows:

Exclusions Paragraphs **e.** and **j.(1)** are deleted and will not apply to your educational institution operations.

City Council
STAFF REPORT



Meeting Date: City Council - Jul 20 2026

Agenda Item: Consideration to approve a request for a Consumption Permit for Bandit's Emp/Keith Ball for August 9, 2026 at 1008 Main St.

Prepared By: Robin Korth, Deputy Finance Officer

BACKGROUND INFORMATION:

A Consumption Permit has been requested at the Bandit's Emporium at 1008 Main Street on August 9, 2026. They are having a special event for Easyrider Subscribers, advertisers and Bandit customers from 5-8 pm.

DISCUSSION:

Staff has discussed with Mr. Ball the conditions of the Consumption Only permit with regard to Ordinance 3.02.10. He has also been given a copy of the Hold Harmless Agreement.

CODE REFERENCES:

3.02.10

BUDGET IMPACT:

The \$5 consumption permit fee is paid.

ATTACHMENTS:

[Easyriders Consumption Permit](#)

Approved By:

Ann Bertolotto, Finance Officer

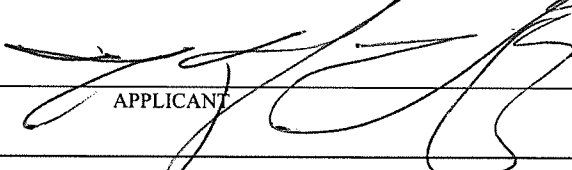
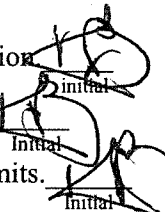
Status:

Approved - Jul 17 2026

City of Sturgis
SPECIAL EVENTS
Consumption Only Permit Application

Applicant Name: <u>Bandit's Emp</u> Address: <u>Keith Ball</u> <u>1008 Main St</u> <u>Sturgis</u> Telephone #: <u>619-957-7565</u>	Location of Event: COMPLETE DESCRIPTION INCLUDING STREET ADDRESS <u>1008 Main St Sturgis</u> Dates of Event: <u>8-09-2026</u>
--	--

Description of Event: <u>Special Event for Easyrider Subscribers,</u> <u>Advertisers, & Bandits Customers</u>

Include: ☒ \$5 per day fee. ☒ Application completed & filed with the Finance Office 30 days prior to the first day of rental of a facility. ☐ Copy of signed rental agreement. ☒ Signed Liability Waiver & Hold Harmless Agreement. ☐ Proof of Insurance (ATTACH A VALID COPY OF CERTIFICATE OF INSURANCE (\$1,000,000 Liability) OR LETTER FROM INSURER CONFIRMING THE POLICY IS IN PLACE NAMING THE CITY OF STURGIS AS AN ADDITIONAL INSURED FOR THE ACTIVITIES DESCRIBED IN THE SPECIAL EVENT CONSUMPTION ONLY PERMIT.)
I agree: ☒ Applicant is at least 21 years of age and will provide an acceptable form of identification. ☒ Applicant agrees to be responsible for monitoring and controlling underage drinking. ☒ I have received a copy of the Ordinance 3.02.10 pertaining to Consumption Only Permits.
Signature <u></u> Date <u>7/17/2026</u> 

OFFICE USE ONLY: COUNCIL DECISION: ☐ Approved ☐ Disapproved DATE: _____
--

CITY OF STURGIS
SOCIAL CONSUMPTION PERMIT
HOLD HARMLESS AGREEMENT

That it is understood and agreed that the Easy Riders (organization/individual) ("PERMITTEE") may serve malt-beverages or wine (but may not serve liquor or beverages mixed with liquor) hereinafter call "Alcohol", upon the following terms and conditions:

1. Permittee has been granted a Social Consumption Permit by the Sturgis City Council.
2. Under NO circumstances shall Permittee sell or attempt to sell any Alcohol to anyone.
3. Per State law, liquor will not be given out at any time during the event.
4. Permittee hereby agrees to use their best efforts to ensure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.
5. Permittee hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at Permittee's function or event. Permittee holds the City of Sturgis harmless from all liability resulting from this Event.
6. Permittee acknowledge it is against the law to serve, provide, or make available alcohol to anyone under the age of twenty-one (21). Permittee swears and affirms not to provide anyone under the age of twenty-one (21) with alcohol.
7. Permittee further acknowledges that should anyone under the age of twenty-one (21) consume alcohol on the property owned by the City during this event, that the Permittee is solely responsible for the safety and well-being of that individual.
8. Permittee is solely responsible and liable for any damages that result from someone consuming alcohol to include, but not limited to, property damage, personal injury, death, or disfigurement to themselves, as well as property damage, personal injury, death, disfigurement, or loss of consortium to third parties.

Organization / Individual: Easy Riders / Keith Ball

Authorized Signature: [Signature]

Printed Name: Keith Ball

Event: Private Event

Event Date: 8/9/2026

City Council STAFF REPORT



Meeting Date: City Council - Jul 20 2026

Agenda Item: Consideration to approve the 2026 L. Jeffery Catering Agreement.

Prepared By: Lance Scherer, Director, Sponsorship / Brand

BACKGROUND INFORMATION:

This professional services agreement accommodates the City's catering requirements for the VIP Hospitality Village, during the 86th Annual City of Sturgis Motorcycle Rally, including both daily meals and special events.

DISCUSSION:

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

BUDGET IMPACT:

2026 budgeted expense.

RECOMMENDATION:

Motion to approve.

ATTACHMENTS:

[2026 Rally VIP Catering Agreement](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Jul 17 2026

PROFESSIONAL SERVICES AGREEMENT 2026 RALLY VIP CATERING SERVICES

This **Professional Services Agreement** ("Agreement") is entered into by and between **Lori Jeffery-Kirk** d/b/a L. Jeffery Catering, 1301 Ponderosa Drive, Sturgis, South Dakota 57785 ("Caterer"), and the City of Sturgis, 1040 Harley-Davidson Way, Sturgis, South Dakota 57785 ("City").

1. **Services.** Caterer shall provide turnkey catering services for the City's 2026 Sturgis Motorcycle Rally VIP Hospitality Village and related events in accordance with the following documents, which are incorporated into this Agreement:
 - a. The City's 2026 VIP Catering Services Request for Proposal, attached as Exhibit A ("RFP"); and

The RFP is modified as follows:

- a. The Police Chief's Ride lunch described in Exhibit C of the RFP is excluded from this Agreement; and
- b. The estimated attendance for both the Mayor's Ride breakfast and Mayor's Ride lunch is reduced to 150 persons.

If the Agreement, RFP, and Proposal conflict, the controlling order is: this Agreement, authorized written directions issued under Section 3, the Proposal, and then the RFP.

2. **Compensation.** The City shall pay Caterer a total of Twenty-Seven Thousand Three Hundred Eighty Dollars (\$27,380.00) following satisfactory completion of the services and receipt of an invoice acceptable to the City. The contract price is inclusive of all food, labor, staffing, gratuities, supplies, equipment, transportation, setup, service, cleanup, licensing, taxes for which Caterer is responsible, and other expenses necessary to perform the services. No additional compensation is payable unless authorized in advance by a written amendment executed by the parties.
3. **Contract Administration.** The City Administrator and Sponsorship Director are authorized to administer this Agreement and coordinate Caterer's performance on behalf of the City. Either may approve reasonable adjustments to event schedules, locations, estimated attendance, menu selections or substitutions, service arrangements, and similar administrative details. Administrative adjustments may be confirmed by email and do not require a formal amendment if they:

- a. Remain consistent with the general scope and quality of the contracted services;
 - b. Do not materially increase Caterer's obligations; and
 - c. Do not increase the total compensation.
4. **Performance.** Caterer shall perform the services professionally and in accordance with the service standards contained in the incorporated documents. Caterer shall provide all personnel, food, supplies, and equipment necessary to perform the services, except for those items the RFP expressly requires the City to provide. Caterer shall obtain and maintain all licenses and permits required for its performance and shall comply with all applicable federal, state, and local laws, health requirements, inspections, and food-safety regulations. Caterer shall promptly notify the City of any injury requiring medical attention, damage to City property, significant service disruption, or condition that may affect the safe or orderly performance of the services.
5. **Independent Contractor.** Caterer is an independent contractor and retains control over the manner and means of performing the services. Nothing in this Agreement creates an employment, agency, partnership, or joint-venture relationship between the parties. Caterer is solely responsible for the supervision, compensation, payroll taxes, insurance, and conduct of its employees, agents, and subcontractors. Caterer may not assign this Agreement or subcontract a material portion of the services without the City's prior written approval.
6. **Property and Cleanup.** Caterer is responsible for its property and equipment and for damage to City property caused by Caterer or its employees, agents, or subcontractors. Caterer shall leave City facilities and service areas in a clean and orderly condition following its use, consistent with the requirements of the RFP.
7. **Insurance and Indemnification.** Caterer shall maintain occurrence-based commercial general liability insurance appropriate for the services, including coverage for Caterer's employees and food-service operations, and shall provide evidence of coverage upon request. To the extent permitted by law, Caterer shall indemnify and hold harmless the City and its officers, employees, and agents from claims, damages, liabilities, losses, and expenses arising from Caterer's performance of the services or the acts or omissions of Caterer and its employees, agents, or subcontractors. Caterer is not responsible for claims caused solely by the negligent or wrongful acts of the City.
8. **Default and Termination.** The City may terminate this Agreement for Caterer's material breach, failure to timely perform, violation of applicable health or safety

requirements, or inability to provide the contracted services. When reasonably practicable, the City shall provide Caterer notice and an opportunity to cure. The City may suspend or terminate performance immediately when necessary to protect public health or safety or when timely performance is essential. Upon termination, the City is responsible only for satisfactory services performed and accepted before termination.

9. **General Provisions.** This Agreement is governed by South Dakota law. Venue for any legal proceeding relating to this Agreement shall lie in the Circuit Court for the Fourth Judicial Circuit, Meade County, South Dakota. A party's failure to enforce any provision does not waive that provision or the right to enforce it later. Except for administrative adjustments authorized under Section 3, this Agreement may be amended only by a written agreement signed by both parties. This Agreement and its incorporated exhibits constitute the entire agreement between the parties concerning the services and supersede prior negotiations, representations, and communications concerning the same subject matter. The Agreement becomes effective when signed by both parties and remains in effect through completion of the services, final payment, and satisfaction of any provisions that reasonably survive completion.

[separate signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

CITY OF STURGIS

Rodney J. Bradley, Mayor

(Seal)

ATTEST:

Ann Bertolotto, Finance Officer

LORI JEFFERY-KIRK
dba L. Jeffery Catering

Lori Jeffery-Kirk

EXHIBIT A
2026 VIP Catering Services Request for Proposal

Attached and incorporated subject to the modifications stated in Section 1 of the Agreement.

[separate document pages follow]

2026 VIP CATERING SERVICES - REQUEST FOR PROPOSAL

The Sponsorship Department of the City of Sturgis, SD is accepting proposals for quality, professional catering services for the 2026 Sturgis Motorcycle Rally - VIP Hospitality Village, during the upcoming 86th Anniversary Event.

Our Hospitality Village guests are corporate sponsors, select exhibitors, and VIPs of the motorcycle industry. As such, the City of Sturgis requires high-quality, excellent service.

Catering services will be located in the VIP Hospitality Village, inside the Community Room of the Sturgis Public Library.

The services required include daily VIP meals of breakfast and lunch, two (3) separate VIP special evening events, the 2026 Police Chief's Ride, and the 24th Annual Mayor's Ride breakfast. Service is to begin on Wednesday, August 5, 2026, and end on Saturday, August 15, 2026.

Turnkey catering service is requested to include but is not limited to the purchase of all food, preparation, cooking, grilling, serving, dishwashing, clean-up, and providing any additional equipment necessary such as hotplates, warmers, etc.

Please submit your proposal for catering services for the ten (10) days, during the 2026 Sturgis Motorcycle Rally, noting the following list of general information and requirements, as well as the Events specified in Exhibits A, B, C, D, E, F, G, and H.

Caterer Requirements

- Onsite setup shall be completed by Thursday, August 6, 2026.
- Professional at all times in dress, appearance, language and conduct.
- Self-contained to meet all health code standards and provide adequate staff to also manage buffet tables, wait on the tables in the Hospitality Village, clear away used dishes in a timely manner, and service specified receptions.
- Able to clean cookware and preparation/cooking/serving utensils off-site.
- Obtain a 2026 South Dakota Temporary Tax License.
<https://dorresources.sd.gov/f/SturgisRallyApp>
- Accommodate and comply with all State and Local health inspections and regulations.

- Meal and operational suggestions outside of the proposed requirements are encouraged.

City Requirements

- Shall provide a Caterer with a *City Temporary Vending Permit*. (Reference *Vendor Manual* at www.sturgismotorcyclerrally.com.)
- Rally-branded shirts will be provided for catering staff and should be worn consistently during all VIP operations. Aprons are also provided.

General Information **** Proposals will be accepted through July 6, 2026. ****

- **Dishes & Linens:** The City will provide linens for tables. The Caterer is responsible for setting up linens on buffet and guest tables. Plates and silverware must be of high quality. The City will provide plates, silverware, cups and glasses if required.
- **Preparation & Storage:** Please describe how and where food will be prepared, as well as onsite storage for each of the events accommodated.
- **Beverages:** All beverages shall be Coca-Cola products, the "Official Soft Drink" Sponsor of the Rally. The City will provide soda and bottled water. Caterer shall purchase additional coffee, juice, and other such products from the local Coca-Cola distributor.
- **Proposals:** Proposals should be based on a "price-per-person" and include items listed as well as gratuity, staff, catering tax license, and any other related costs unless otherwise approved (City is tax exempt). *Include in your proposal a provision for accommodating the estimated guest count if not met or exceeded and associated accounting.*
- **Awarding of Proposal:** The City's selection will be based upon a) the Caterer's ability to provide food that meets or exceeds our guests' expectations; b) creative selection and presentation; c) commitment that food quantity will be sufficient to cover the events' estimated meal count numbers and the specified receptions; d) adherence to all State and local health regulations in preparation, serving and storage of food; e) a detailed written plan on how these health and safety requirements, for food preparation and storage at the selected venues, will be met; and f) inclusion of a recycling plan in the proposal.

Please let me know if you have any questions or need further information.
Thank you very much for your consideration.

Sincerely,

Lance Scherer
Sponsorship Director
City of Sturgis, SD
605.347.4422 Ext. 226 Office | 605.499.8194 Mobile |
lscherer@sturgisgov.com

EXHIBIT A

VIP Hospitality Village

VIP Daily Breakfast & Lunch

Friday, August 7 through Saturday, August 15, 2026

Facility: The Community Room of the Sturgis Public Library includes a small kitchen (sink, refrigerator, stove, oven, dishwasher, and island table). *Please note that this is not a commercial kitchen.*

Additionally, the City will provide:

- Tables and chairs
- Table linens
- Steam table
- Salad cooling table
- Upright electric coolers (2) *(one each for guest beverage and food storage)*
- Bagged ice service

Caterer requirements:

- Please note that the requested Service is for a VIP facility, with the expectation of an elevated quality/experience when compared to that of an employee type meal program.
- Service will be Wait Service for main entree (hot foods) and country-style buffet for cold foods
- Wait staff during hours of operation for tableside orders and cleanup
- “To-Go” boxes, napkins, and wrapped plastic silverware available for guest take-out
- Paper napkins for takeout meals only.
- “To-Go” items such as small bags of chips, granola bars, candy bars, nuts, and fresh fruits for daily guest snacks and takeout
- Beverage stocking
- Dishwashing of dishware and flatware
- Cleaning of cookware and preparation/cooking/serving utensils off-site
- Gas grill
- Janitorial services for kitchen, serving, and eating areas (Please note that City custodial staff will provide daily cleaning of restroom facilities and adjacent areas outside the VIP Village)

Proposal: Please submit proposals for consideration of the following meals, also attaching;

- Suggested Breakfast & Lunch Menus, for each day of service

- Available gluten-free options such as a salad or omelet
- Planned food preparation and service description

EXHIBIT A

VIP Hospitality Village

Breakfast

Served daily, 7:00 AM - 9:00 AM

- Menu must be changed from day to day
- At least two main dishes (one hot, one cold) daily
- Two different breakfast meats each day
- Breads for toast, sweet rolls or donuts, fruit, and other items each day

Estimated Breakfast Meals to be provided:

- 400 meals total during Rally
- Approximately 45 per day.

Suggested *upscale* options, possibly with a local flair, are encouraged, such as:

- Smoked Salmon & Dill Scrambled Eggs
- Buffalo Sausage & Cheddar Scramble
- Smoked Trout Benedict Casserole
- Stuffed French Toast
- Buttermilk Pancakes with Chokecherry Syrup
- Breakfast Croissant Sandwiches
- Greek Yogurt Parfaits
- Dakota Oats Bar
- Artisan Pastries
- Mini Muffin Sampler
- Scones with Clotted Cream & Jam
- Wild Berry Scones
- Mini Kolaches
- Herbed Cheddar Biscuits
- Loose Leaf Tea Assortment

EXHIBIT B

VIP Hospitality Village

Lunch

Served daily, 11:00 AM - 1:30 PM

- Menu must change from day to day
- At least two main dishes (one hot, one cold) daily, (*such as hamburgers and cold sandwiches, etc.*)
- Two different sides each day
- Chips, bread, fruits, and other snacks available each day

Estimated Lunch Meals to be provided:

- 450 meals total during Rally
- Approximately 50 per day

Suggested *upscale* options, possibly with a local flair, are encouraged, such as:

- Gourmet Sandwiches and Wraps
- Signature Salads
- Kettle Chips
- Root Veggie Chips
- Parmesan Herb Wedges
- Assorted Mini Desserts - cheesecakes, berry tartlets, lemon bars, French macarons
- Iced Tea Bar

EXHIBIT C

Police Chief's Ride - Lunch

Police Chief's Ride - Lunch Buffet

Wednesday, August 5, 2026, 12:30 PM - 2:00 PM

Description: Annual Police Chief's Ride Lunch

Facility: Sturgis Woodland Park Shelter

- No appliances provided
- Electrical access available

Caterer requirements:

- Service will be Buffet Style
- Example food items: hamburgers and cold sandwiches, sides, chips, etc.
- Estimate of approximately 75 attendees

Proposal: Please submit a proposal in consideration of the meal described, also attaching;

- Suggested Menu
- Planned food preparation and service description

EXHIBIT D

VIP Mayor's Reception

VIP Village: Mayor's Reception

Friday, August 7, 2026, 7:00 - 9:00 PM

Description: City VIP Reception for Mayor's invited guests.

Facility: City Hall Balcony with an alternate location of the Library Community Room in inclement weather.

Set Up:

- Tables will be provided by City for serving and dining
- Complete by 3:30 PM, with food served at 3:45 PM

Caterer requirements:

- Service will be Buffet Style
- Service will be "Light Hors d' Oeuvres"
- Estimate of approximately 100 guests

Proposal: Please submit a proposal in consideration of the meal described, also attaching;

- Suggested Menu
- Planned food preparation and service description

EXHIBIT E

Mayor's Ride - Breakfast

Mayor's Ride - Breakfast Buffet

Saturday, August 8, 2026, 6:30 - 9:00 AM

Description: 24th Annual Mayor's Ride Breakfast

Facility: The Sturgis Community Center Gymnasium

- West portion of Gym
- Building access from rear Parking Area
- No appliances are provided
- Electrical access available

Caterer requirements:

- Service will be Buffet Style
- Example food items: breakfast burritos or breakfast sandwiches, sweet rolls, yogurt, fruit, coffee, juice, etc.
- Estimate of approximately 190 attendees

Proposal: Please submit a proposal in consideration of the meal described, also attaching;

- Suggested Menu
- Planned food preparation and service description

EXHIBIT F
Mayor's Ride - Lunch

Mayor's Ride - Lunch Buffet

Saturday, August 8, 2026, 12:45 - 2:30 PM

Description: 24th Annual Mayor's Ride Lunch

Facility: Sturgis Woodland Park Shelter

- No appliances are provided
- Electrical access available

Caterer requirements:

- Service will be Buffet Style
- Example food items: brisket or similar sandwiches, sides, chips, fruit, deserts, etc.
- Estimate of approximately 190 attendees

Proposal: Please submit a proposal in consideration of the meal described, also attaching;

- Suggested Menu
- Planned food preparation and service description

EXHIBIT G

VIP Sponsor Reception

VIP Village: Sponsor Reception

Monday, August 10, 2026, 7:00 - 9:00 PM

Description: City VIP Reception for Sponsors

Facility: City Hall Balcony with an alternate location of the Library Community Room in inclement weather.

Set Up:

- Tables will be provided by City for serving and seated dining
- Complete by 6:00 PM, with food served at 6:45 PM

Caterer requirements:

- Service will be “Heavy Hors d’ Oeuvres”
- Prime Rib, sirloin cutlets, or comparable
- Estimate of approximately 70 guests

Proposal: Please submit a proposal in consideration of the meal described, also attaching;

- Suggested Menu
- Planned food preparation and service description

EXHIBIT H

VIP Vendor Reception

VIP Village: Vendor Reception

Thursday, August 13, 2026, 7:00 – 9:00 PM

Description: City VIP Reception for Vendors

Facility: City Hall Balcony with an alternate location of the Library Community Room in inclement weather

Set Up:

- Tables will be provided by City for serving and dining
- Complete by 6:30 PM, with food served at 6:45 PM

Caterer requirements:

- Service will be “Light Hors d’ Oeuvres”
- Estimate of approximately 80 guests

Proposal: Please submit a proposal in consideration of the meal described, also attaching;

- Suggested Menu
- Planned food preparation and service description

City Council STAFF REPORT



Meeting Date: City Council - Jul 20 2026

Agenda Item: Consideration to approve the 2026 Mayor's Ride Partnership and In-Kind Sponsorship Agreement with the Sturgis Motorcycle Museum and Hall of Fame, Inc.

Prepared By: Lance Scherer, Director, Sponsorship / Brand

BACKGROUND INFORMATION:

This agreement establishes the Museum's Official Sponsorship of the 24rd Annual Mayor's Ride, during the 2026 City of Sturgis Motorcycle Rally.

DISCUSSION:

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

RECOMMENDATION:

Motion to approve.

ATTACHMENTS:

[2026 Mayor's Ride Partnership and In-Kind Sponsorship Agreement](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Jul 17 2026

**2026 MAYOR’S RIDE PARTNERSHIP AND IN-KIND SPONSORSHIP AGREEMENT
CITY OF STURGIS MOTORCYCLE RALLY**

This **2026 Mayor’s Ride Partnership and In-Kind Sponsorship Agreement** (“Agreement”) is made effective as of July 20, 2026 (“Effective Date”) by and between the City of Sturgis, a South Dakota municipality, located at 1040 Harley-Davidson Way, Sturgis, South Dakota 57785 (“City”), and the Sturgis Motorcycle Museum and Hall of Fame, Inc., a South Dakota nonprofit corporation, located at 999 Main Street, Sturgis, South Dakota 57785 (“Museum”). City and Museum are each a “Party” and collectively the “Parties.”

WHEREAS, City hosts and administers the City of Sturgis Motorcycle Rally and the 24th Annual Mayor’s Ride held in connection with the 2026 Rally; and

WHEREAS, Museum is a longstanding community partner of City and supports the history, culture, and promotion of motorcycling in Sturgis; and

WHEREAS, the Parties desire to continue their cooperative relationship by exchanging in-kind support, recognition, passes, and related promotional benefits for the 2026 Mayor’s Ride;

NOW, THEREFORE, in consideration of the mutual promises and in-kind consideration stated in this Agreement, the Parties agree as follows:

1. **Purpose and Relationship.** This Agreement confirms the Parties’ cooperative arrangement for the 24th Annual Mayor’s Ride during the 2026 City of Sturgis Motorcycle Rally. Museum will be recognized as an official community partner and in-kind sponsor of the Mayor’s Ride. This Agreement is limited to the Mayor’s Ride and does not create a general sponsorship, agency, joint venture, employment, or partnership relationship between the Parties.
2. **Term.** This Agreement begins on the Effective Date and continues through August 17, 2026, unless earlier terminated under this Agreement.
3. **Mutual In-Kind Consideration.** The Parties will provide the in-kind benefits, recognition, passes, and support described in Exhibit A. No cash payment is due from either Party unless expressly stated in this Agreement or Exhibit A.
4. **Marks, Publicity, and Approval.** Each Party grants the other a limited, royalty-free, non-exclusive, non-transferable license during the Term to use the other Party’s approved name, logo, or mark solely as necessary to provide the recognition, promotion, and deliverables described in Exhibit A. Each Party retains ownership of its own names, logos, marks, and related intellectual property. Neither Party may materially alter the other Party’s mark or use it outside the scope of this Agreement without prior approval.

5. **Operational Coordination.** The Parties will coordinate in good faith regarding the Mayor's Ride and the deliverables described in Exhibit A. City retains responsibility for administering the Mayor's Ride and may make final decisions regarding public safety, event operations, schedule, routing, City property, public property, signage, promotional materials, and Rally operations.
6. **Insurance.** Each Party will maintain commercial general liability insurance, public-entity risk-pool coverage, or equivalent liability coverage appropriate for its respective operations and obligations under this Agreement. Each Party will provide proof of coverage upon reasonable request.
7. **Indemnification.** To the extent permitted by law, each Party will defend, indemnify, and hold harmless the other Party and its officers, officials, directors, employees, agents, and representatives from third-party claims, damages, liabilities, costs, and reasonable attorneys' fees arising out of the indemnifying Party's breach of this Agreement, negligence, willful misconduct, or acts or omissions in performing its obligations under this Agreement. Nothing in this Agreement waives or limits any governmental immunity, statutory limitation, defense, or protection available to City under South Dakota law.
8. **Public Records.** Museum acknowledges that City is a South Dakota public entity and that this Agreement and related City records may be public records under South Dakota Codified Laws chapter 1-27 and other applicable law. Nothing in this Agreement requires City to withhold records or information that City determines must be disclosed under applicable law.
9. **Cancellation or Material Change.** If the Mayor's Ride is canceled, rescheduled, materially curtailed, or materially modified due to weather, public safety, Rally operations, governmental action, emergency, or other circumstances outside the reasonable control of the Parties, the Parties will cooperate in good faith regarding reasonable adjustments to the deliverables in Exhibit A. Neither Party will be liable for damages resulting from cancellation, rescheduling, curtailment, or modification of the Mayor's Ride under this Section.
10. **Termination.** Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within fifteen (15) days after written notice. City may terminate this Agreement immediately if City determines that termination is necessary due to public safety, legal compliance, misuse of City marks, material operational concerns, or conduct that may materially impair the reputation or operation of the Mayor's Ride or the Rally.
11. **Notices.** Notices under this Agreement must be in writing and may be delivered personally, by mail, by recognized overnight courier, or by email to the contacts below or to any updated contact provided in writing.

To City:

City of Sturgis
1040 Harley-Davidson Way
Sturgis, SD 57785
Attn: Mayor
Email: SturgisMayor@sturgisgov.com

To Museum:

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

12. **Miscellaneous.** This Agreement may not be assigned by either Party without the other Party's prior written consent. This Agreement is governed by South Dakota law, with venue in Meade County, South Dakota. This Agreement, including Exhibit A, is the entire agreement between the Parties regarding the 2026 Mayor's Ride partnership and in-kind Sponsorship and may be amended only in writing signed by both Parties.

[separate signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

CITY OF STURGIS

Rodney J. Bradley, Mayor

(Seal)

ATTEST:

Ann Bertolotto, Finance Officer

STURGIS MOTORCYCLE MUSEUM AND HALL OF FAME, INC.

Heidi Haro, Executive Director

EXHIBIT A
MUTUAL DELIVERABLES

1. **City Deliverables.** City will recognize Museum as an official community partner and in-kind Sponsor of the 24th Annual Mayor's Ride held in connection with the 2026 City of Sturgis Motorcycle Rally. City will include Museum's approved mark on Mayor's Ride sponsor signage and promotional materials that have not yet been finalized or produced, subject to available space, production deadlines, and City approval. City will also provide appropriate recognition of Museum at the Mayor's Ride and related luncheon.
2. **Museum Deliverables.** Museum will provide City with one hundred (100) Museum entrance passes for distribution to 2026 Mayor's Ride registrants. Museum will also provide reasonable logistical and operational support for the 2026 Mayor's Ride as mutually coordinated by the Parties.
3. **No Cash Payment.** The Parties acknowledge that the consideration for this Agreement consists of the mutual in-kind benefits and support described in this Exhibit. No cash payment is due from either Party unless separately agreed in writing.

City Council STAFF REPORT



Meeting Date: City Council - Jul 20 2026

Agenda Item: Consideration to approve the 2026 Black Hills Rally & Gold, Inc. Retail Licensing Amendment.

Prepared By: Lance Scherer, Director, Sponsorship / Brand

BACKGROUND INFORMATION:

2026 Amendment of the 2025 Black Hills Rally & Gold - Merchandise Trademark and Content License for the City of Sturgis Motorcycle Rally.

- 1-year License term extension
- Provides for the use of a portion of the "Heritage Mark" Collection

DISCUSSION:

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

RECOMMENDATION:

Motion to approve.

ATTACHMENTS:

[2026 BHRG - Retail License - First Amendment](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Jul 17 2026

AMENDMENT TO MERCHANDISE TRADEMARK AND CONTENT LICENSE AGREEMENT

This **Amendment to Merchandise Trademark and Content License Agreement** (hereinafter "Amendment") is entered into by and between Black Hills Rally & Gold, Inc. (hereinafter "Licensee") and the City of Sturgis, a South Dakota municipality (hereinafter "City") with an effective date of January 1, 2026.

The parties previously entered into a Merchandise Trademark and Content License Agreement dated effective January 1, 2025 (hereinafter "Licensing Agreement"), the terms of which are ratified by the parties and incorporated herein by reference. The parties mutually desire to modify, extend, and amend the Licensing Agreement as follows:

1. The term of the Licensing Agreement set forth in Section 4.1 thereof is extended through December 31, 2026, provided Licensee has both submitted a corresponding 2025 Royalty Report to the City as well as the associated 2025 Royalty Payment.
2. Licensee understands that this Amendment does not contain anything that the parties would consider to be confidential or privileged information or trade secrets and will be considered a public record open for inspection and copying pursuant to SDCL Chapter 1-27.
3. Section 9.7 of the Licensing Agreement is amended to substitute City's notification information to be:

Rodney J. Bradley, Mayor
Sturgis City Hall
1040 Harley-Davidson Way
Sturgis, SD 57785
605-389-3209 (Telephone)

[Intentionally Left Blank]

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

CITY OF STURGIS:

By: Rodney J. Bradley, its Mayor

(Seal)

ATTEST:

Ann Bertolotto, Finance Officer

(date)

BLACK HILLS RALLY & GOLD, INC.:

By: Robin Baldwin, President/Owner

(date)

City Council STAFF REPORT



Meeting Date: City Council - Jul 20 2026

Agenda Item: Consideration to approve the 2026 PatchStop Deadwood LLC, d/b/a Sturgis Photo & Gifts, Retail Licensing Agreement.

Prepared By: Lance Scherer, Director, Sponsorship / Brand

BACKGROUND INFORMATION:

Merchandise Trademark and Content License for the City of Sturgis Motorcycle Rally.

- Renewing Licensee
- Provides for the use of a portion of the Official Brand Mark Collection
- 1-year Term

DISCUSSION:

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

RECOMMENDATION:

Motion to approve.

ATTACHMENTS:

[2026 SP&G Retail License \(RPS\)](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Jul 18 2026

**2026 RETAIL MERCHANDISE TRADEMARK AND CONTENT LICENSE AGREEMENT
CITY OF STURGIS MOTORCYCLE RALLY**

This **Retail Merchandise Trademark and Content License Agreement** (this “Agreement”) is made effective as of January 1, 2026 (the “Effective Date”), by and between the City of Sturgis, a South Dakota municipality located at Sturgis City Hall, 1040 Harley-Davidson Way, Sturgis, South Dakota 57785 (“City” or “Licensor”), and PatchStop Deadwood LLC, a South Dakota company d/b/a Sturgis Photo & Gifts, with its principal place of business at 1081 Main Street, Sturgis, SD 57785 (“Licensee”). Licensor and Licensee may each be referred to as a “Party” and collectively as the “Parties.”

WHEREAS, Licensor owns, controls, or has commercial rights in certain trademarks, service marks, logos, designs, artwork, copyrighted works, and related materials identified in Exhibit A, including the marks and brand materials identified as the “City Marks” and the materials identified as the “Licensed Content”; and

WHEREAS, Licensor administers an official licensing and promotional program for City-authorized merchandise, displays, advertising, and related brand uses associated with the City of Sturgis Motorcycle Rally and the City’s related brand assets; and

WHEREAS, Licensee desires to obtain a limited license to use the City Marks and Licensed Content identified in Exhibit A solely in connection with the manufacture, marketing, promotion, distribution, and sale of the approved products identified in Exhibit B; and

WHEREAS, Licensor is willing to grant Licensee a limited retail merchandise license subject to the terms, limitations, quality-control requirements, payment obligations, and other conditions set forth in this Agreement,

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

1. LICENSE.

1.1. Definitions. For purposes of this Agreement:

- (a) “City Marks” means the trademarks, service marks, logos, designs, words, phrases, names, slogans, and other source-identifying marks owned, controlled, or licensed by the City and identified in Exhibit A.
- (b) “Licensed Content” means the artwork, designs, copyrighted works, creative materials, year-specific Rally logos, digital files, and other materials owned, controlled, or commercially licensed by the City and identified in Exhibit A.
- (c) “Licensed Materials” means, collectively, the City Marks and Licensed Content.

- (d) "Products" means only those specific retail merchandise products, product categories, product specifications, and approved channels of sale identified in Exhibit B.
- (e) "Territory" means the territory identified in Exhibit A.
- (f) "Official Merchandise" and "Heritage Merchandise" mean only those Products expressly designated by the City in Exhibit B or otherwise approved in writing by the City as Official Merchandise or Heritage Merchandise of the City of Sturgis Motorcycle Rally.

1.2. **Limited License Grant.** Subject to the terms and conditions of this Agreement, Licensor grants to Licensee, during the Term and within the Territory, a limited, royalty-bearing, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to use the Licensed Materials solely in connection with the manufacture, marketing, promotion, distribution, and sale of the Products. No rights are granted except as expressly stated in this Agreement. All rights not expressly granted are reserved by Licensor.

1.3. **Approved Products and Channels Only.** Licensee may use the Licensed Materials only on or in connection with the Products and only through the channels of sale, distribution methods, manufacturers, distributors, retailers, online platforms, and territories approved in Exhibit B or otherwise approved in advance in writing by Licensor. No product, product category, manufacturer, distributor, retailer, sales channel, online listing, advertisement, package, hangtag, label, or point-of-sale material may be added, altered, or expanded without Licensor's prior written approval.

1.4. **Official and Heritage Designations.** Licensee may use the terms "Official," "Official Merchandise," "Heritage," "Heritage Merchandise," or similar designations only if expressly authorized by the City in Exhibit B or by separate written approval. Licensee shall not represent or imply that any Product, mark, design, artwork, logo, slogan, merchandise line, retail location, website, online listing, advertisement, sign, building display, retail display, point-of-sale material, promotional material, or other product, service, location, display, or promotion is "official," "authorized," "exclusive," "approved," "heritage," or otherwise associated with the City of Sturgis Motorcycle Rally except as expressly authorized by this Agreement. Unless otherwise approved by the City, Licensee shall ensure that all Products, packaging, hangtags, labels, online listings, display signage, point-of-sale materials, advertisements, and promotional materials using the Licensed Materials prominently identify the Products as City-licensed merchandise and, if applicable, as "Official Merchandise of the City of Sturgis Motorcycle Rally" or "Heritage Merchandise of the City of Sturgis Motorcycle Rally," in the form approved by the City. Licensee shall not use any designation, display, sign, advertisement, packaging, point-of-sale material, online listing, or promotional material in a manner that creates confusion about

whether any unlicensed product, mark, design, location, business, display, advertisement, promotion, or merchandise line is official, authorized, approved, or City-licensed.

1.5. Restrictions. Licensee shall not:

- (a) reproduce, use, display, distribute, sell, authorize, or otherwise exploit the Licensed Materials in any manner other than as expressly authorized by this Agreement;
- (b) use the Licensed Materials on or in connection with any products other than the Products;
- (c) use, register, apply to register, or attempt to acquire any trademark, service mark, trade name, design, logo, domain name, social media handle, business name, trade dress, or other designation confusingly similar to any City Mark or Licensed Content;
- (d) alter, edit, distort, crop, recolor, modify, animate, combine, obscure, or create derivative works from the Licensed Materials, except for reasonable technical formatting modifications necessary to reproduce the Licensed Materials in the exact approved form or as otherwise approved in writing by Licensor;
- (e) remove, alter, obscure, or omit any trademark, copyright, attribution, ownership, credit, or proprietary notice required by Licensor;
- (f) challenge, or assist any other person in challenging, the City's ownership, control, validity, enforceability, registration, commercial rights, or goodwill in any City Mark, Licensed Content, or other City brand asset licensed under this Agreement;
- (g) challenge, or assist any other person in challenging, the City's official host status, the City's official Rally brand program, the City's official sponsorship or licensing program, the City's authority to designate official City-authorized merchandise, or Licensee's obligation to identify, market, display, advertise, and sell the Products only as authorized by Licensor under this Agreement; provided, however, that this subsection does not prohibit Licensee from expressing general views on matters of public policy that do not misuse the Licensed Materials, create consumer confusion, falsely imply City endorsement, or otherwise breach this Agreement;
- (h) use the Licensed Materials in a manner that falsely implies City endorsement, approval, affiliation, sponsorship, or authorization of Licensee generally, or of any product, service, statement, event, business, viewpoint, activity, location, display, advertisement, promotion, or merchandise line other than the specific Products and uses approved under this Agreement;
- (i) use the Licensed Materials in connection with any unlawful, obscene, defamatory, misleading, deceptive, political campaign, adult-oriented, or unsafe content, product, promotion, or activity, or in any other manner

that materially damages or is reasonably likely to materially damage the goodwill associated with the Licensed Materials, the City Marks, or the City of Sturgis Motorcycle Rally;

- (j) manufacture, order, distribute, sell, offer for sale, advertise, market, promote, or otherwise commercialize any Product or other good using the Licensed Materials except during the Term and only as expressly authorized by this Agreement or by Licensor's separate written approval; or
- (k) authorize, permit, request, or assist any contractor, manufacturer, distributor, retailer, agent, affiliate, online platform, vendor, or other third party to take any action that Licensee is prohibited from taking under this Agreement.

1.6. **Trademark and Copyright Notices.** In connection with any use of the Licensed Materials, Licensee shall use all trademark, service mark, copyright, attribution, and proprietary notices required by Licensor. Unless otherwise directed by Licensor, Licensee shall:

- (a) use the ® symbol for registered City Marks;
- (b) use the ™ symbol for unregistered City Marks;
- (c) use the © symbol and copyright notice required by Licensor for Licensed Content; and
- (d) include a notice in a form approved by Licensor, such as: "Trademark and/or copyrighted material of the City of Sturgis. Used under license."

If a City Mark or Licensed Content is used multiple times on a single Product, package, advertisement, online listing, document, or display, the required symbol and notice need only appear with the first prominent use unless Licensor requires otherwise.

1.7. **Maintenance, Renewal, and Enforcement.** Licensee shall reasonably cooperate with Licensor's preparation, filing, maintenance, renewal, registration, enforcement, and protection of the Licensed Materials. Licensee shall promptly notify Licensor of any actual or threatened infringement, imitation, misuse, unauthorized use, or challenge involving the Licensed Materials of which Licensee becomes aware. Licensor shall have the sole right, but not the obligation, to bring or control any action involving the Licensed Materials. Licensee shall cooperate with Licensor, at Licensor's expense for Licensee's reasonable out-of-pocket costs, in connection with Licensor's enforcement efforts. Licensor shall be entitled to retain all damages, rights, remedies, settlements, and other amounts recovered in connection with any such action.

1.8. **Reservation of Rights.** Licensee acknowledges that Licensor is the sole owner or authorized commercial rights holder of the Licensed Materials and all goodwill associated with the Licensed Materials. Licensee acquires no ownership interest,

title, goodwill, registration right, or other proprietary right in the Licensed Materials. All use of the Licensed Materials and all goodwill arising from that use shall inure solely to the benefit of Licensor.

- 1.9. **Marketing Efforts.** Licensee shall use commercially reasonable efforts to market, promote, advertise, distribute, and sell the Products in a manner consistent with this Agreement and the City's brand standards. If a Minimum Advertising Expenditure is stated in Exhibit C, Licensee shall comply with that requirement.
- 1.10. **Delivery and Use of Licensed Materials.** Licensor shall provide Licensee with approved digital files or other approved forms of the Licensed Materials identified in Exhibit A, in the format determined or approved by Licensor. Licensee shall use only the files and materials provided or approved by Licensor. Licensor may update, modify, replace, withdraw, or discontinue any Licensed Materials at any time in its reasonable discretion. Upon notice from Licensor, Licensee shall use commercially reasonable efforts to transition to the updated or replacement version and shall stop using any withdrawn or discontinued Licensed Materials within the time specified by Licensor. Licensor shall have no obligation to recreate, reproduce, reconstruct, maintain, or retain archival versions of any Licensed Materials. If Licensee creates, updates, modifies, or adapts any Licensed Content, City-owned creative, or City-approved creative file at Licensor's request or with Licensor's approval, Licensee shall provide Licensor, upon written request, the complete and editable native/source file or files in Licensee's possession or control. Failure to provide such file within a reasonable time after Licensor's written request is a material breach of this Agreement, and Licensee shall be responsible for Licensor's reasonable third-party costs to recreate any file or files Licensee was required to provide under this Section.

2. **QUALITY CONTROL.**

- 2.1. **Trademark and Brand Guidelines.** Licensee shall use the Licensed Materials in accordance with this Agreement, Exhibit A, Exhibit B, Licensor's written trademark or brand guidelines, and any written instructions provided by Licensor. Licensee shall not use the Licensed Materials in any manner other than as expressly authorized.
- 2.2. **Conduct of Business.** Licensee shall not take any action in connection with the Products, the Licensed Materials, or Licensee's performance under this Agreement that, in Licensor's reasonable judgment, diminishes, tarnishes, derogates, impairs, or interferes with the value, goodwill, image, reputation, or enforceability of the Licensed Materials, the City, or the City of Sturgis Motorcycle Rally.

- 2.3. **Quality of Products.** All Products shall be of a quality that, in Licensor's reasonable judgment, protects and enhances the goodwill, image, and reputation associated with the Licensed Materials, the City, and the City of Sturgis Motorcycle Rally. Products shall comply with all specifications, descriptions, materials, dimensions, safety standards, packaging requirements, and other requirements set forth in Exhibit B or otherwise approved in writing by Licensor.
- 2.4. **Samples and Pre-Approval.** Before manufacturing, marketing, promoting, advertising, distributing, leasing, selling, or otherwise commercializing any Product or any material bearing or referring to the Licensed Materials, Licensee shall submit accurate samples to Licensor for prior written approval. Samples shall include, as applicable, the Product, packaging, hangtags, labels, point-of-sale displays, online listings, advertising, catalogs, website content, social media materials, and any other materials using or referring to the Licensed Materials. No Product or material shall be deemed approved unless Licensor provides written approval. Licensor's failure to respond shall not constitute approval. Licensor will use reasonable efforts to review submitted materials in a commercially reasonable time. Licensee shall promptly correct, at Licensee's sole cost and expense, any improper use or nonconforming sample identified by Licensor and shall resubmit the corrected sample for approval before use.
- 2.5. **Point-of-Sale, Online Display, and Related Promotional Materials.** Licensee shall ensure that all retail displays, online listings, product pages, packaging, hangtags, labels, display signage, advertisements, building displays, point-of-sale materials, and other promotional materials using or referring to the Licensed Materials, the Products, or any "Official" or "Heritage" designation comply with Licensor's written approval and any designation, attribution, trademark, copyright, and notice requirements provided by Licensor. Licensee shall use any "Official Merchandise," "Heritage Merchandise," or similar designation only for the specific Products and uses approved by Licensor and shall not use any such designation in a manner that states or implies that any unapproved product, design, artwork, merchandise line, retail location, website, advertisement, sign, display, promotion, or business is official, authorized, approved, heritage, exclusive, or City-licensed. If Licensor reasonably determines that any display, listing, advertisement, sign, point-of-sale material, or promotional material creates confusion regarding ownership, approval, authorization, official status, affiliation, or endorsement, Licensee shall promptly correct or remove the material as directed by Licensor.
- 2.6. **Product Recall; Removal of Materials.** Licensor may require Licensee to recall, remove, correct, relabel, cease distribution of, or stop selling any Product or material if Licensor reasonably determines that the Product or material:
- (a) was not approved by Licensor;

- (b) materially differs from the Product, sample, design, packaging, labeling, online listing, display, advertisement, or other material approved by Licensor;
- (c) uses the Licensed Materials improperly or outside the scope of this Agreement or Licensor's approval;
- (d) creates a likelihood of confusion regarding ownership, authorization, official status, sponsorship, affiliation, or endorsement;
- (e) violates applicable law or may create legal, safety, regulatory, infringement, product-liability, or consumer-protection risk;
- (f) is defective, unsafe, or materially fails to meet approved quality standards;
- (g) was approved based on materially incomplete, inaccurate, or misleading information provided by Licensee;
- (h) is manufactured, distributed, marketed, listed, displayed, or sold through an unapproved contractor, manufacturer, distributor, retailer, platform, channel, or territory; or
- (i) otherwise materially violates this Agreement.

Licensee shall comply with Licensor's written instruction at Licensee's sole cost and expense. Any recall, removal, correction, relabeling, stop-sale, or other corrective action plan shall be subject to Licensor's prior written approval. Nothing in this Section limits Licensor's right to withhold approval of future Products, future production runs, future materials, or future uses of the Licensed Materials.

- 2.7. **Cooperation and Inspection.** Licensee shall cooperate fully with Licensor in enabling Licensor to confirm compliance with this Agreement and the City's quality-control standards. Upon reasonable notice, Licensor may inspect or review Products, product samples, packaging, marketing materials, books and records, manufacturing facilities, distribution practices, retail displays, online listings, and other materials or processes relating to the Products. Licensee shall promptly provide Licensor with communications and complaints received from consumers, retailers, manufacturers, distributors, governmental entities, or third parties regarding the quality, safety, authenticity, legality, or compliance of the Products.
- 2.8. **Contractors, Manufacturers, and Distributors.** Licensee shall not retain, authorize, delegate to, or use any manufacturer, printer, distributor, fulfillment provider, retailer, online platform, subcontractor, or other contractor in connection with the Licensed Materials or Products without Licensor's prior written approval. Any approved contractor may use the Licensed Materials only as necessary to perform work for Licensee under this Agreement and receives no independent license or ownership rights. Licensee shall remain fully responsible and liable for all acts, errors, omissions, breaches, and noncompliance by its contractors and

shall ensure that all contractors comply with the applicable terms of this Agreement. Licensor may require Licensee to provide the name, contact information, facility location, role, and other relevant information for each contractor.

3. **PAYMENTS.**

- 3.1. **Royalties and Minimum Payments.** Licensee shall pay Licensor the royalties, minimum royalties, minimum guarantees, flat fees, and other payments stated in Exhibit C (collectively, "Royalties"). Unless Exhibit C expressly states that a minimum payment or flat fee is the sole amount due, any minimum royalty, minimum guarantee, minimum annual royalty, or other minimum payment stated in Exhibit C is a nonrefundable minimum payment credited against Royalties due for the same Term or payment period, and Licensee remains responsible for all Royalties exceeding that minimum. Licensee shall pay any stated minimum payment regardless of actual sales.
- 3.2. **Royalty Statements and Payments.** Unless Exhibit C states a different reporting or payment schedule, Licensee shall provide Licensor with a written royalty statement and pay all Royalties due within thirty (30) days after the end of each annual Term. Each royalty statement must identify, in reasonable detail, gross sales, returns, allowances, discounts, deductions if any are expressly permitted by Exhibit C, net sales or other royalty base stated in Exhibit C, units sold, Products sold, sales channels, and Royalties due. Licensee shall provide a final royalty statement and pay all remaining Royalties due within thirty (30) days after expiration or termination of this Agreement.
- 3.3. **Books and Records; Audit Rights.** Licensee shall maintain complete and accurate books and records relating to this Agreement, the Products, sales of the Products, Royalties, royalty statements, inventory, manufacturing, distribution, and all other matters necessary to confirm compliance with this Agreement. Licensee shall retain such records for at least three (3) years after the end of the calendar year to which the records relate, or longer if required by law or if a dispute, audit, or claim is pending. Licensor or its representatives may, upon reasonable advance notice, examine and inspect Licensee's relevant books and records for the purpose of determining the accuracy of statements and payments and Licensee's compliance with this Agreement. If an audit reveals an underpayment of three percent (3%) or more for any reporting period, Licensee shall immediately pay the unpaid amount and reimburse Licensor for all reasonable costs of the audit.
- 3.4. **Product Costs, Taxes, and Expenses.** Licensee shall be solely responsible and liable for all fees, costs, duties, taxes, assessments, expenses, charges, labor costs, manufacturing costs, packaging costs, shipping costs, import/export costs,

storage costs, marketing costs, advertising costs, retailer charges, online-platform charges, distribution costs, and other expenses associated with the Products or Licensee's performance under this Agreement. Licensee shall not deduct, offset, credit, or withhold any such amounts from Royalties or other amounts owed to Licensor unless expressly authorized in Exhibit C.

- 3.5. **Late Payments.** Late payments accrue interest at one and one-half percent (1.5%) per month from the due date, or the maximum rate permitted by law, whichever is less. Licensee shall reimburse Licensor for reasonable attorneys' fees, collection costs, audit costs, and other expenses incurred in collecting overdue amounts.
- 3.6. **Final Accounting.** Within thirty (30) days after expiration or termination of this Agreement, Licensee shall provide Licensor with a final written royalty statement and pay all unpaid Royalties and other amounts due. The final royalty statement must include all sales, returns, allowances, deductions if any are expressly permitted by Exhibit C, inventory, and other information reasonably necessary to verify Royalties due for the entire Term through the expiration or termination date.

4. **TERM AND TERMINATION.**

- 4.1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for one (1) year, unless a different term is stated in Exhibit C or unless earlier terminated as provided in this Agreement ("Term"). This Agreement does not renew automatically unless expressly stated in Exhibit C or in a written amendment signed by both Parties.
- 4.2. **Termination for Cause.** Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within ten (10) days after receiving written notice specifying the breach.
- 4.3. **Immediate Termination by Licensor.** Licensor may terminate this Agreement immediately upon written notice to Licensee if:
- (a) Licensee fails to make timely payment of any amount owed to Licensor;
 - (b) Licensee fails to provide a required royalty statement;
 - (c) Licensee uses the Licensed Materials without approval or outside the scope of this Agreement;
 - (d) Licensee manufactures, distributes, sells, or promotes unapproved products;
 - (e) Licensee uses an unauthorized "Official," "Heritage," or similar designation;
 - (f) Licensee fails to submit Products or materials for required approval;
 - (g) Licensee fails to maintain required insurance;

- (h) Licensee assigns or attempts to assign this Agreement without approval;
- (i) Licensee uses an unapproved contractor, manufacturer, distributor, retailer, or sales channel;
- (j) Licensee fails to comply with a recall, removal, correction, or stop-sale instruction;
- (k) Licensee violates Section 1.5(f) or Section 1.5 (g);
- (l) Licensee engages in conduct, in connection with the Products, the Licensed Materials, Licensee's performance under this Agreement, or Licensee's exercise of rights granted under this Agreement, that in Licensor's reasonable judgment materially damages or is reasonably likely to materially damage the Licensed Materials, the City's rights in the Licensed Materials, or the goodwill associated with the City of Sturgis Motorcycle Rally; provided, however, that this subsection does not authorize termination based solely on Licensee's expression of general political, governmental, or public-policy views that do not misuse the Licensed Materials, create consumer confusion, falsely imply City endorsement, or otherwise breach this Agreement;
- (m) Licensee becomes insolvent, admits inability to pay its debts, makes an assignment for the benefit of creditors, is the subject of a bankruptcy petition, or has a receiver, trustee, or liquidator appointed for substantially all of its assets; or
- (n) Licensee otherwise materially violates Sections 1 or 2 of this Agreement.

4.4. Termination Without Cause by Licensor. Licensor may terminate this Agreement, with or without cause, without further obligation to Licensee, upon ninety (90) days' written notice.

4.5. Effect of Expiration or Termination. Upon expiration or termination of this Agreement:

- (a) all rights and licenses granted to Licensee immediately terminate;
- (b) Licensee shall immediately stop manufacturing, ordering, distributing, advertising, marketing, promoting, selling, or otherwise commercializing the Products;
- (c) Licensee shall immediately stop using the Licensed Materials;
- (d) Licensee shall remove or disable all online listings, advertisements, catalogs, displays, and point-of-sale materials using the Licensed Materials;
- (e) Licensee shall return, delete, destroy, or certify destruction of all City-supplied digital files, City-owned or City-controlled artwork files, editable native/source files required to be provided to Licensor under this Agreement, copies of Licensed Content, and Confidential Information in Licensee's possession or control, as directed by Licensor;

- (f) Licensee shall direct all contractors, manufacturers, distributors, retailers, fulfillment providers, agents, and online platforms to stop using the Licensed Materials;
- (g) all amounts owed to Licensor shall become immediately due;
- (h) Licensee shall provide the final accounting required by Section 3.6; and
- (i) Licensor may contact any contractor, manufacturer, distributor, retailer, fulfillment provider, online platform, or other third party to enforce termination, stop unauthorized use, protect the Licensed Materials, or preserve Licensor's rights.

Termination shall be without prejudice to any other right or remedy of Licensor under this Agreement or applicable law.

- 4.6. **Survival.** Sections 1.5, 1.6, 1.7, 1.8, 1.10, 2.6, 2.7, 2.8, 3, 4.5, 4.6, 5, 6, 7, 8, and 9, together with all payment, reporting, audit, confidentiality, indemnity, insurance, enforcement, and post-termination obligations, shall survive expiration or termination of this Agreement.
5. **INDEMNIFICATION.** Licensee shall defend, indemnify, and hold harmless Licensor, its elected officials, officers, council members, employees, agents, representatives, insurers, successors, and assigns from and against any and all claims, demands, causes of action, liabilities, damages, losses, judgments, fines, penalties, costs, and expenses, including reasonable attorneys' fees, court costs, and expert fees, arising out of or relating to:
- (a) the Products;
 - (b) product defects, product liability, bodily injury, death, property damage, personal injury, advertising injury, or economic loss involving the Products;
 - (c) manufacture, labeling, packaging, advertising, promotion, marketing, distribution, sale, storage, importation, exportation, transportation, or commercialization of the Products;
 - (d) Licensee's breach or alleged breach of this Agreement;
 - (e) Licensee's unauthorized use of the Licensed Materials;
 - (f) Licensee's use of any unapproved product, design, artwork, slogan, text, packaging, label, point-of-sale material, online listing, advertisement, manufacturer, distributor, retailer, platform, sales channel, or contractor;
 - (g) any allegation that materials, designs, slogans, artwork, packaging, advertising, products, or content created, supplied, selected, modified, or added by Licensee infringe or violate the rights of any third party;
 - (h) Licensee's violation of any applicable law, regulation, ordinance, order, or rule;
 - (i) unpaid fees, costs, taxes, duties, vendor charges, labor costs, manufacturer charges, retailer charges, platform charges, or other obligations relating to the Products;
 - (j) negligence, recklessness, intentional misconduct, or omission by Licensee or its contractors; or

- (k) any act, error, omission, breach, or noncompliance by Licensee's contractors, manufacturers, distributors, retailers, fulfillment providers, agents, representatives, employees, or approved third parties.

Licensee shall not settle any indemnified claim in a manner that imposes any obligation, admission, liability, restriction, payment, or non-monetary burden on Licensor without Licensor's prior written approval, which shall not be unreasonably withheld.

6. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.**

- 6.1. **Disclaimer of Warranties.** LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND ANY WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, WHETHER RELATED TO THE LICENSED MATERIALS OR OTHERWISE. THE LICENSED MATERIALS ARE PROVIDED "AS IS." LICENSOR DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, MARKETABILITY, COMMERCIAL SUCCESS, OR FITNESS OF ANY LICENSED MATERIALS OR PRODUCTS.
- 6.2. **Limitation of Liability.** IN NO EVENT SHALL LICENSOR OR ANY OF ITS ELECTED OFFICIALS, OFFICERS, COUNCIL MEMBERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR INSURERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST REVENUE, LOST PROFITS, BUSINESS INTERRUPTION, ECONOMIC LOSS, LOSS OF GOODWILL, LOSS OF MARKET OPPORTUNITY, OR SIMILAR DAMAGES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE LICENSED MATERIALS, OR THE PRODUCTS, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Licensor's total aggregate liability for direct damages arising out of or relating to this Agreement shall not exceed the amounts actually paid by Licensee to Licensor under this Agreement for the specific license term or Products giving rise to the claim.
- 6.3. **Governmental Protections.** Nothing in this Agreement waives or limits any governmental immunity, statutory protection, limitation of liability, defense, or other protection available to the City under applicable law. As a governmental entity, Licensor does not assume liability for any act, error, or omission for which it cannot be held liable under applicable law.

7. **CONFIDENTIAL INFORMATION; PUBLIC RECORDS.**

- 7.1. **Confidential Information.** "Confidential Information" means information disclosed by one Party ("Discloser") to the other Party ("Recipient") that is clearly designated and prominently marked in writing as confidential or proprietary before or at the time of disclosure. Confidential Information may include trade secrets, customer lists, business plans, technical data, product ideas, manufacturing information, and financial information. Confidential Information does not include information that:
- (a) is or becomes publicly available through no breach of this Agreement;
 - (b) was known by Recipient before disclosure;
 - (c) is received from a third party not under a confidentiality obligation; or
 - (d) is independently developed without use of or reference to the Confidential Information.
- 7.2. **Restrictions on Use.** During the Term and for one (1) year thereafter, each Party shall take reasonable measures to protect the other Party's Confidential Information and shall use such Confidential Information only as necessary to perform or exercise rights under this Agreement. Recipient may disclose Confidential Information to its employees, officials, attorneys, accountants, insurers, contractors, and representatives with a need to know, provided such persons are informed of the confidential nature of the information or are otherwise subject to confidentiality obligations.
- 7.3. **Public Records.** Licensee acknowledges that Licensor is a South Dakota municipality and that this Agreement, related records, payments, royalty information, communications, and other materials may be subject to disclosure under South Dakota public records law, including SDCL Chapter 1-27, or other applicable law. Nothing in this Agreement requires Licensor to withhold, conceal, or treat as confidential any record that Licensor determines must be disclosed or may be disclosed under applicable law. Licensor's disclosure of records pursuant to law, court order, subpoena, audit, public-records request, or other legal obligation shall not be a breach of this Agreement. To the extent legally permissible and reasonably practicable, Licensor may provide Licensee notice of a request for records that Licensee has identified as confidential, but Licensor shall retain authority to determine the City's legal obligations regarding disclosure.
8. **INSURANCE.** Licensee shall, at its sole cost and expense, maintain commercial general liability insurance, including products liability, completed operations, contractual liability, personal injury, advertising injury, and such other coverage as Licensor may reasonably require, with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate, or such higher amount as may be stated in Exhibit C. The policy shall name the City of Sturgis and its elected officials, officers, council members, employees, representatives, and agents as additional insureds on a primary and noncontributory basis. Licensee shall provide certificates of insurance and additional insured

endorsements to Licensor before manufacturing, marketing, promoting, distributing, or selling any Products or using any Licensed Materials. Licensee shall maintain required coverage throughout the Term and such additional period as may be required in Exhibit C. Licensee shall provide Licensor notice of cancellation, nonrenewal, or material modification promptly upon receiving notice from its insurer. Failure to maintain required insurance is a material breach of this Agreement.

9. **MISCELLANEOUS.**

- 9.1. **Assignment.** Licensee shall not assign, sell, transfer, delegate, encumber, sublicense, or otherwise dispose of this Agreement or any rights or obligations under this Agreement, voluntarily or involuntarily, by operation of law or otherwise, without Licensor's prior written approval. Any attempted assignment or transfer without approval is null and void. Subject to the foregoing, this Agreement shall bind and benefit the Parties and their respective successors and permitted assigns.
- 9.2. **Injunctive Relief.** Licensee acknowledges that breach of its obligations under this Agreement, including obligations relating to the Licensed Materials, quality control, approval rights, official designations, restrictions on use, payment, post-termination use, or confidentiality, may cause irreparable harm to Licensor for which money damages may be inadequate. Licensor shall be entitled to seek injunctive relief, specific performance, and other equitable relief, in addition to all other remedies available at law or in equity, without the necessity of proving actual damages or posting bond to the extent permitted by law.
- 9.3. **Severability.** If any provision of this Agreement is held invalid, void, or unenforceable, such provision shall be enforced to the maximum extent permitted to effect the intent of the Parties, or if incapable of such enforcement, shall be deemed deleted. The remainder of this Agreement shall remain in full force and effect.
- 9.4. **Waiver.** No waiver of any breach or default shall be effective unless in writing. No waiver shall be construed as a waiver of any subsequent breach or default. No delay or omission in exercising any right or remedy shall operate as a waiver.
- 9.5. **Governing Law; Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to conflict-of-law rules. Any legal dispute arising out of or relating to this Agreement shall be filed exclusively in the Circuit Court for the State of South Dakota, Fourth Judicial Circuit, Meade County, South Dakota, or the United States District Court for the District of South Dakota, as applicable. The Parties consent to the exclusive personal jurisdiction of such courts.

- 9.6. **Independent Contractors.** The Parties are independent contractors. Nothing in this Agreement creates an employment, agency, partnership, joint venture, franchise, or fiduciary relationship. Neither Party has authority to bind the other except as expressly stated in this Agreement.
- 9.7. **Notices; Written Communications.** All notices required under this Agreement must be in writing and are deemed given: (a) when personally delivered; (b) upon confirmed transmission by email if sent to the email address designated below or otherwise designated in writing by the receiving Party; (c) one (1) business day after deposit with a nationally recognized overnight courier; or (d) three (3) business days after deposit in the United States mail, certified mail, return receipt requested, postage prepaid. Notices must be sent to the addresses below or to any other address designated by written notice. Unless this Agreement expressly requires a different method, "written," "in writing," "written approval," "written consent," "written instruction," and similar terms include email or other electronic communication from an authorized representative of the applicable Party. Routine approvals, comments, instructions, submissions, and communications under this Agreement may be provided by email. Formal notices of breach, default, termination, assignment, amendment, or other legal notices must be provided in accordance with this Section unless the receiving Party confirms in writing that another method or address is acceptable.

If to Licensor:
City of Sturgis
1040 Harley-Davidson Way
Sturgis, South Dakota 57785
Attn: Mayor
Email: SturgisMayor@sturgisgov.com

With a copy to:
City Finance Officer
1040 Harley-Davidson Way
Sturgis, South Dakota 57785
Email: Finance@sturgisgov.com

If to Licensee:
PatchStop Deadwood LLC
1081 Main Street
Sturgis, SD 57785
Attn: Cem Iskender, President
Email: Cem@PatchStop.com

- 9.8. **Force Majeure.** Neither Party shall be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts

of government, war, insurrection, terrorism, sabotage, embargo, fire, flood, tornado, severe weather, acts of God, labor disturbance, pandemics, epidemics, public-health orders, interruption or delay in transportation, interruption or delay in telecommunications or third-party services, or inability to obtain raw materials, supplies, power, or equipment. The Party claiming force majeure relief shall notify the other Party as soon as reasonably practicable and shall use reasonable efforts to mitigate the effect of the event. Force majeure shall not excuse Licensee's obligation to pay amounts already due, comply with restrictions on use of the Licensed Materials, or stop use after expiration or termination.

- 9.9. **Headings.** Headings are for reference only and shall not affect interpretation.
- 9.10. **Construction.** This Agreement shall be interpreted fairly in accordance with its terms and without construction for or against either Party based on authorship.
- 9.11. **No Third-Party Beneficiaries.** This Agreement is not intended to create, and shall not be construed to create, any rights in any person or entity that is not a Party.
- 9.12. **Amendment; Entire Agreement.** This Agreement, including its exhibits and any approved addenda, constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations, promises, and understandings, whether written or oral. This Agreement may be amended only by a writing signed by duly authorized representatives of both Parties.

[separate signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

CITY OF STURGIS

Rodney J. Bradley, Mayor

(Seal)

ATTEST:

Ann Bertolotto, Finance Officer

PATCHSTOP DEADWOOD LLC

Cem Iskender, President

EXHIBIT A
CITY MARKS, LICENSED CONTENT, TERRITORY, AND REQUIRED NOTICES

1. **City Marks.** The City Marks licensed under this Agreement are limited to the following:

THE RIDE. THE ROAR. THE RALLY., Registration No. 6867322, International Class 025

"S" DESIGN Logo, Registration No. 6867323, International Class 025

"Seal Lockup" Logo, Registration No. 7116020, International Class 025

"Brand Lockup" Logo, Registration No. 7116021, International Class 025

2026 Sturgis Motorcycle Rally Black Hills South Dakota 85, Serial No. 99077579, International Class 025

STURGIS © Copyright

2. **Licensed Content.** The Licensed Content licensed under this Agreement is limited to the following:

THE RIDE. THE ROAR. THE RALLY., Registration No. 6867322, International Class 025

"S" DESIGN Logo, Registration No. 6867323, International Class 025

"Seal Lockup" Logo, Registration No. 7116020, International Class 025

"Brand Lockup" Logo, Registration No. 7116021, International Class 025

2026 Sturgis Motorcycle Rally Black Hills South Dakota 85, Serial No. 99077579, International Class 025

STURGIS © Copyright

3. **Territory.** The Territory shall be: United States of America
Unless otherwise stated, the Territory is limited to the United States of America. If Licensee proposes to manufacture Products outside the United States, Licensee must first obtain Licensor's prior written approval. If approval is granted, the Territory shall be extended solely to the approved foreign manufacturing location and solely for the purpose of manufacturing the approved Products and importing them into the United States. No other foreign use, distribution, sale, or commercialization is authorized unless expressly approved in writing by Licensor.

4. **Required Notices.** Licensee shall use the following notices as directed by Licensor:
- Registered marks: ®
 - Unregistered marks: ™
 - Copyrighted materials: © City of Sturgis, [2026]
 - General notice: "Trademark and/or copyrighted material of the City of Sturgis. Used under license."
 - Additional required notice: N/A.
5. **Official / Heritage Designation.** The following designation is approved for the Products, if any:
- ☒ Official Merchandise of the City of Sturgis Motorcycle Rally
- ☐ Heritage Merchandise of the City of Sturgis Motorcycle Rally
- ☐ Other approved designation: _____
- ☐ No official or heritage designation approved.

EXHIBIT B
APPROVED PRODUCTS, SPECIFICATIONS, CHANNELS, AND CONTRACTORS

1. **Approved Products.** Licensee may use the Licensed Materials only on the following approved Products:

1.1 Photograph Prints

Official Noon Photograph Products

1.2 Apparel and Merchandise

Patches	Koozies
T-Shirts	Water Bottle
Shirts	Mugs
Tanks	Tumblers
Hoodies	Stickers
Outerwear	Magnets
Active Wear	Keychains
Hats / Caps	Signs

2. **Product Specifications.** Approved specifications, including materials, colors, sizes, quality standards, packaging requirements, labels, hangtags, and other product requirements:

2.1 Photograph Prints

As referenced in Exhibit D.

2.2 Apparel and Merchandise

Product specifications to be developed in conjunction with Licensee and subject to City review and approval of samples prior to production.

3. **Excluded Products.** The following products or categories are excluded:

Co-Branded Merchandise.

4. **Approved Channels of Sale.** Licensee may sell the Products only through the following approved channels:

[X] Licensee-owned retail location(s):

1081 Main St. Sturgis, SD 57785

1068 Main St. Sturgis, SD 57785
666 Main St. Deadwood, SD 57732
1 Mt. Moriah Dr. Deadwood SD 57732

☒ City-approved Rally retail location(s):

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

☐ Licensee website: _____

☐ Approved online marketplace(s): _____

☒ Wholesale to approved retailers: _____

☐ Other: _____

If not listed above, specific locations, websites, online platforms, and wholesale retailers must be separately approved in writing by the City.

5. **Approved Manufacturers, Distributors, Retailers, or Contractors.** The following third parties are approved for the limited purposes stated below:

To be completed upon review/approval of Licensee's requested third-party affiliates.

If not listed above, specific manufacturers, distributors, retailers, contractors, or other third parties must be separately approved in writing by the City.

6. **Additional Product or Channel Conditions.**

6.1 Photograph Prints

As referenced in Exhibit D.

6.2 Apparel and Merchandise

- A. Licensee will prominently display the Official City Marks and City Branded merchandise on both the exterior and other signage at Licensee's Sturgis Photo and Gifts.
- B. Licensee shall display prominent signage indicating that Official Merchandise is available at Licensee's Sturgis Photo and Gifts.

- C. Licensee shall maintain, at Sturgis Photo and Gifts, a readily available inventory of City-Branded merchandise, sufficient to accommodate customer demand throughout the 2026 period of the Rally

EXHIBIT C
ROYALTIES, PAYMENT TERMS, REPORTING, AND SPECIAL TERMS

1. **Royalty Rate.** Licensee shall pay Licensor royalties equal to:
 - 1.1 Photograph Prints - Eight and One-Half percent (8.5%) of the Royalty Base for the Products.
 - 1.2 Apparel and Merchandise - Eleven percent (11.0%) of the Royalty Base for the Products.
2. **Royalty Base.** The "Royalty Base" is the wholesale price of the Products, unless otherwise stated in this Exhibit. For purposes of royalty reporting, Licensee shall identify the wholesale price used to calculate Royalties and provide supporting sales, inventory, invoice, and channel information reasonably necessary for Licensor to verify the Royalty Base and Royalties due.
 - 2.1 Photograph Prints
 - 2.1.1 The "Royalty Base" is the retail price of the Products.
 - 2.2 Apparel and Merchandise
 - 2.2.1 The "Royalty Base" is the wholesale price of the Products.
3. **Minimum Annual Royalty.** Licensee shall owe a combined minimum annual royalty of Five Thousand Dollars (\$5,000) for each annual Term. The minimum annual royalty is a nonrefundable minimum guarantee credited against Royalties due for the same annual Term. If Royalties calculated under this Agreement exceed Five Thousand Dollars (\$5,000) for the annual Term, Licensee shall pay the greater amount. If Royalties calculated under this Agreement are less than Five Thousand Dollars (\$5,000) for the annual Term, Licensee shall pay Five Thousand Dollars (\$5,000) for that annual Term.
4. **Reporting and Payment Schedule.** Unless Licensor approves a different reporting or payment schedule in writing, Licensee shall provide Licensor with a written royalty statement and pay all Royalties due within thirty (30) days after the end of each annual Term. Licensee shall also provide a final royalty statement and pay all remaining Royalties and other amounts due within thirty (30) days after expiration or termination of the Agreement.
5. **Late Payment Interest.** Any amount not paid when due shall accrue interest at one and one-half percent (1.5%) per month from the due date, or the maximum rate permitted by law, whichever is less.

6. **Minimum Advertising Expenditure.** No minimum advertising expenditure is required unless expressly stated in this Exhibit or otherwise approved in writing by Licensor.

7. **Special Terms.**

7.1 Photograph Prints - Flat Fee / Credit

A. A Flat Fee of \$2,500.00 annually for the exclusive lease of and the required City Mobile Marketing Permit for the City's Main Street Photo Tower, toward the daily staging and capture of the Official Noon Photo of the City of Sturgis Motorcycle Rally.

B. A credit of \$250.00 is to be applied toward the annual Flat Fee, in recognition of the use, maintenance, and upgrade of Lessee's equipment for enhancement of the Official Noon Photo event and Lessee's accommodation and assistance of Licensor's Sponsor participants in said Photos.

7.2 Apparel and Merchandise

N/A.

EXHIBIT D
OFFICIAL NOON PHOTO AND PHOTO TOWER ADDENDUM

This Exhibit applies only to Licensee's designation as the City-authorized photographer of the 2026 Official Noon Photo and Licensee's temporary use of the City's Main Street Photo Tower for that purpose. All terms of the Agreement apply except as expressly modified by this Exhibit.

1. **Official Noon Photo.** For purposes of this Agreement, the "Official Noon Photo" means the daily photograph staged and captured from the City's Main Street Photo Tower during the 2026 City of Sturgis Motorcycle Rally and approved by Licenser as the official noon photograph for the applicable day.
2. **Limited Photo Tower Access License.** Licenser grants Licensee a temporary, limited, revocable, non-transferable, non-assignable license to access and use the City-owned Main Street Photo Tower solely for staging, coordinating, and capturing the 2026 Official Noon Photo during the approved Rally period and at times approved by Licenser.

This Exhibit does not create a lease, easement, tenancy, property interest, exclusive possession, or other real-property right. Licenser retains control over the Photo Tower, public right-of-way, Rally operations, public safety, sponsor coordination, and event administration.

3. **Mobile Marketing / Public Right-of-Way Coordination.** Licensee's use of public right-of-way in connection with staging or coordinating the Official Noon Photo is limited to the use authorized by Licenser and any required City mobile marketing or similar permit approval. Any such approval is for coordination of the Official Noon Photo only and does not authorize other vending, display, activation, advertising, or public right-of-way use except as separately approved by Licenser.
4. **Exclusive City-Authorized Official Noon Photo Right.** Subject to the Agreement and this Exhibit, Licensee will be recognized as the exclusive City-authorized commercial photographer for the 2026 Official Noon Photo from the City's Main Street Photo Tower.

Licensee may use the phrase "Official Noon Photo of the City of Sturgis Motorcycle Rally" or comparable language approved by Licenser solely in connection with the approved Official Noon Photo and approved Official Noon Photo Products.

This exclusivity is limited to the City-authorized commercial staging, capture, marketing, and sale of the 2026 Official Noon Photo from the City's Main Street Photo Tower. It does not restrict Licenser, sponsors, media, attendees, property

owners, or members of the public from taking ordinary photographs or video, and it does not grant Licensee any exclusive right in the Rally, Main Street, the public right-of-way, City property, City Marks, Rally imagery generally, or any photograph other than the approved 2026 Official Noon Photo.

5. **Ownership of Official Noon Photo.** Licensee owns the photograph captured by Licensee as the Official Noon Photo, subject to Licensor's ownership and control of City Marks, Licensed Content, and City-controlled brand assets appearing on or in connection with the Official Noon Photo.

Nothing in this Exhibit transfers ownership of the Official Noon Photo to Licensor or grants Licensor an independent license to reproduce, distribute, sell, or commercially use the Official Noon Photo except as separately agreed in writing by the Parties.

6. **Required City Marks and Approved Products.** Any sale, display, posting, publication, promotion, or commercialization of the 2026 Official Noon Photo or any product using, reproducing, incorporating, or derived from the 2026 Official Noon Photo must bear the Official City Marks or Licensed Content approved by Licensor.

Approved Official Noon Photo Products include physical prints, digital images or downloads, posters, postcards, products or merchandise bearing the Official Noon Photo, online sales, and other products approved by Licensor under the Agreement. All such products are subject to Licensor's approval rights, quality-control rights, royalty requirements, and reporting requirements under the Agreement.

Licensee may not sell, display, post, publish, promote, or commercialize any 2026 noon photo, alternate noon photo, or product using or derived from a noon photo in a manner that uses non-City intellectual property in place of, instead of, or in conflict with the approved Official City Marks or Licensed Content, unless expressly approved by Licensor in writing.

7. **City Approval Before Posting or Sale.** Licensee must obtain Licensor's approval of each final Official Noon Photo before the photo is posted, published, offered for sale, sold, distributed, or otherwise commercialized. Approval may be provided by Licensor's authorized Rally representative by email, text message, or other written or electronic communication.
8. **Sponsor Accommodation and City-Requested Edits.** Licensee shall reasonably accommodate Licensor's designated sponsors and sponsor representatives in the staging and capture of the Official Noon Photo as directed by Licensor.

Upon Licensor's specific request, Licensee shall make reasonable cropping, obscuring, editing, or similar modifications to the Official Noon Photo before posting, publication, sale, or distribution to address City sponsor, competitor-mark, trademark, public-safety, reputational, or similar concerns identified by Licensor. Licensee is not required to make such modifications unless specifically requested by Licensor.

The appearance of Licensor-designated sponsors, sponsor representatives, sponsor signage, sponsor vehicles, or sponsor materials in the Official Noon Photo does not, by itself, constitute prohibited co-branded merchandise.

9. **Contractors and Fulfillment.** Licensee may use approved contractors, vendors, fulfillment providers, online platforms, or other third parties to assist with capturing, editing, printing, fulfilling, distributing, or selling Official Noon Photo Products, subject to the Agreement and Licensor's approval rights. Licensee remains fully responsible for all acts, omissions, performance, reporting, royalties, payments, and compliance obligations of any such third party.
10. **Fee and Royalty Relationship.** The royalties, royalty base, minimum annual royalty, flat fee, credit, and payment terms applicable to the Official Noon Photo, Official Noon Photo Products, Photo Tower access, and public right-of-way coordination are stated in Exhibit C.

Unless Exhibit C expressly states otherwise, any flat fee or permit-related fee for the Official Noon Photo / Photo Tower arrangement is separate from, and not credited against, the minimum annual royalty or other royalties owed under the Agreement.

11. **Equipment, Safety, and Responsibility.** Licensee is responsible for Licensee's equipment, camera systems, supplies, personnel, contractors, fulfillment providers, and operations relating to the Official Noon Photo. Licensee shall use the Photo Tower and any public right-of-way authorization in a safe, professional, and lawful manner and shall comply with Licensor's reasonable operational, safety, access, timing, and event-management instructions.

Licensor is not responsible for loss, theft, damage, malfunction, interruption, image quality, weather impacts, crowd conditions, sponsor availability, sales performance, or other commercial results relating to the Official Noon Photo or Licensee's use of the Photo Tower.

12. **Revocation or Operational Limits.** Licensor may suspend, limit, relocate, delay, or revoke access to the Photo Tower or related public right-of-way use if Licensor determines such action is necessary or advisable due to public safety, weather, emergency conditions, Rally operations, law enforcement needs, public

works needs, legal compliance, misuse of City Marks, breach of the Agreement, or other operational concerns. Licensor will use reasonable efforts to coordinate with Licensee when practicable, but Licensor will retain final authority over City property, public right-of-way, public safety, and Rally operations.

City Council STAFF REPORT



Meeting Date: City Council - Jul 20 2026

Agenda Item: Consideration to approve the Brown, Koro and Romag, LLP, d/b/a Russ Brown Motorcycle Attorneys, Sponsorship Agreement.

Prepared By: Lance Scherer, Director, Sponsorship / Brand

BACKGROUND INFORMATION:

This Agreement is a 1-year renewal accommodating the Sponsor's official marketing activities for the 2026 City of Sturgis Motorcycle Rally.

DISCUSSION:

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

RECOMMENDATION:

Motion to approve.

ATTACHMENTS:

[2026 RBMA Sponsorship Agreement \(RPS\)](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Jul 18 2026

**SPONSORSHIP AGREEMENT
CITY OF STURGIS MOTORCYCLE RALLY**

This **Sponsorship Agreement for the City of Sturgis Motorcycle Rally** (this "Agreement") is made effective as of January 1, 2026 (the "Effective Date") by and between the City of Sturgis, a South Dakota municipality, located at Sturgis City Hall, 1040 Harley-Davidson Way, Sturgis, South Dakota 57785 ("City"), and Brown, Koro and Romag, LLP, a California partnership in good standing, d/b/a Russ Brown Motorcycle Attorneys, with its principal place of business at 4400 Coldwater Canyon Ave, Suite 200, Studio City, CA 91604 ("Sponsor"). City and Sponsor are each a "Party" and collectively the "Parties."

WHEREAS, Sponsor desires to be designated as an official sponsor of the City of Sturgis Motorcycle Rally within the category or field identified in this Agreement and the attached Exhibits; and

WHEREAS, City is the official host of the Rally and owns, controls, or administers certain names, logos, marks, copyrighted works, City-approved creative materials, sponsorship opportunities, promotional assets, and related rights associated with the City of Sturgis Motorcycle Rally; and

WHEREAS, City desires to designate Sponsor as an official sponsor of the Rally within the approved category or field and to provide Sponsor the sponsor benefits, City deliverables, and limited approved sponsorship-use rights described in this Agreement and the attached Exhibits, subject to the terms and conditions of this Agreement.

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

1. SPONSOR APPOINTMENT.

- 1.1. Appointment.** Subject to the terms and conditions of this Agreement, City designates and appoints Sponsor as an official exclusive sponsor of the Rally for the Term within the category or field of Motorcycle/Injury Attorney for the Rally Event(s) identified in Exhibit A (each, a "Rally Event"). Any exclusivity applies only to the category or field expressly stated in this Section and Exhibit A and does not limit City's right to enter into sponsorships, licenses, partnerships, vendor arrangements, or other agreements outside that category or field.
- 1.2. Sponsor Benefits and City Deliverables.** As an official sponsor, Sponsor will receive the sponsor benefits and City deliverables described in Exhibit A, subject to this Agreement, City's approval rights, availability, public safety, applicable law, and operational requirements of the Rally. City may, in its reasonable discretion and upon notice to Sponsor, amend, supplement, modify, or substitute

any sponsor benefit or City deliverable with a commercially reasonable alternative if changing circumstances, public safety, permitting, legal requirements, third-party limitations, or Rally operations make the original benefit or deliverable impracticable, unavailable, or inadvisable. Such substitution will not constitute a breach of this Agreement if the substitute is commercially reasonable under the circumstances.

- 1.3. **No Interference with City Sponsorship Program.** Sponsor acknowledges that City has, and may in the future have, other sponsors, licensees, vendors, partners, advertisers, exhibitors, and promotional participants, including entities that may be competitors of Sponsor or may operate in related fields. In further consideration of the sponsorship appointment under this Agreement, Sponsor agrees that it will not, and will cause its affiliates, agents, contractors, and representatives not to, bring or support any claim, action, or proceeding seeking to enjoin, prohibit, restrict, or obtain damages against City or any City sponsor, licensee, vendor, partner, advertiser, exhibitor, or promotional participant based on such party's relationship with City or participation in the Rally, except to enforce a specific express obligation owed by City to Sponsor under this Agreement.

2. **LICENSES.**

- 2.1. **Limited License Grant by City.** Subject to the terms and conditions of this Agreement, City grants to Sponsor during the Term a limited, royalty-free, fully-paid, non-exclusive, non-transferable, non-assignable, non-sublicensable license to use and display the City Marks identified in Exhibit C and any City-provided or City-approved artwork, images, designs, copy, digital assets, or other creative materials approved by City for Sponsor's sponsorship use, in the form provided or approved by City, solely for the purpose of identifying Sponsor as an official sponsor of the Rally and conducting the approved advertising, promotional, digital, social media, trade, point-of-sale promotional, sweepstakes, in-market, and Rally activation uses described in Exhibit A or otherwise approved by City in writing. All uses of the City Marks and City-approved creative materials are subject to City's prior review and written approval and to any trademark, copyright, brand, or quality-control guidelines provided by City.
- 2.2. **No Retail Merchandise License.** No license granted under this Agreement authorizes Sponsor to manufacture, distribute, sell, offer for sale, or otherwise commercialize merchandise, apparel, products, or other goods bearing any City Mark or City-approved creative material. Approved sponsorship activation may include promotional signage, advertising, displays, sweepstakes materials, point-of-sale promotional materials, and complimentary or giveaway items if expressly approved by City. Any retail merchandise or product use of City Marks or City-

approved creative materials requires a separate written, royalty-bearing license agreement or other express written authorization from City.

2.3. Restrictions.

- (a) Sponsor may not revise, crop, distort, recolor, animate, combine, modify, or alter any City Mark or City-approved creative material except as expressly approved by City in writing. City Marks and City-approved creative materials must be used in the exact form, color, proportion, and format provided or approved by City.
- (b) Subject to this Agreement and City's prior approval, Sponsor may use the phrase "Official Motorcycle/Injury Attorney Sponsor of the City of Sturgis Motorcycle Rally" or another comparable phrase approved by City solely to identify Sponsor's official sponsorship status.
- (c) Sponsor may not reproduce, use, display, distribute, authorize, or permit use of any City Mark or City-approved creative material except as expressly authorized under this Agreement or by separate written approval of City. Sponsor acknowledges that unauthorized use of City Marks or City-approved creative materials may cause irreparable harm to City for which injunctive relief may be appropriate.
- (d) During and after the Term, Sponsor may not use, adopt, register, seek to register, or claim rights in any trademark, service mark, trade name, logo, design, domain name, social media handle, trade dress, or other designation that is identical or confusingly similar to any City Mark, or that incorporates "Sturgis," "City of Sturgis Motorcycle Rally," "Sturgis Motorcycle Rally," or similar wording in a manner likely to imply City authorization, sponsorship, affiliation, or endorsement except as expressly permitted by this Agreement.
- (e) Sponsor may not register or attempt to register any City Mark or any mark confusingly similar to any City Mark without City's prior written consent. City retains the exclusive right to apply for, maintain, renew, enforce, and obtain registrations for the City Marks.
- (f) Sponsor may not challenge, assist, encourage, or solicit any challenge to the existence, validity, ownership, registration, enforceability, or City ownership or control of any City Mark or any City copyright or other intellectual-property right used under this Agreement.
- (g) Sponsor may not challenge, assist, encourage, or solicit any challenge to City's official role as host of the Rally, City's official sponsorship and licensing program, or City's right to designate official sponsors, official licensees, official merchandise, official sponsorship categories, and official uses of City Marks; provided, however, that this subsection does not prohibit Sponsor or its representatives from expressing opinions or criticisms on matters of public concern as provided in Section 2.3(h).
- (h) Sponsor may not make, publish, distribute, or disseminate false or misleading statements inconsistent with City's official role as host of the

Rally, City's ownership or control of City Marks, or Sponsor's limited rights under this Agreement. This Section does not prohibit Sponsor or its representatives from expressing opinions or criticisms on matters of public concern, provided such statements are not false or misleading and do not falsely imply City endorsement, approval, affiliation, or sponsorship.

- 2.4. **Trademark and Copyright Notices.** In connection with the use and display of City Marks or City-approved creative materials, Sponsor must use the appropriate trademark, registered trademark, or copyright symbol (TM, ®, or ©) as directed by City and must include any ownership or attribution notice reasonably required by City, including "Trademark of the City of Sturgis," "Copyright of the City of Sturgis," or comparable language approved by City. If a City Mark or City-approved creative material is used multiple times in the same document, item, advertisement, or display, the symbol and notice need only appear with the first prominent use unless City requires otherwise.
- 2.5. **Maintenance, Renewal, and Enforcement.**
- (a) Sponsor will reasonably cooperate with City, at City's request and expense for reasonable out-of-pocket costs, in connection with applications, renewals, filings, specimens, declarations, or other documentation necessary or useful to protect City's rights in the City Marks or related intellectual property.
 - (b) Sponsor will promptly notify City of any actual or threatened infringement, imitation, unauthorized use, misuse, or challenge involving the City Marks or related City intellectual property of which Sponsor becomes aware.
 - (c) City has the sole right, but not the obligation, to bring, control, settle, or compromise any action involving past, present, or future infringement, misuse, challenge, or unauthorized use of City Marks or related City intellectual property. Sponsor will cooperate with City, at City's expense for reasonable out-of-pocket costs, in connection with City's enforcement efforts. City is entitled to retain all damages, settlements, awards, rights, and other consideration recovered in connection with such enforcement.
- 2.6. **Reservation of Rights.** Sponsor acknowledges that City is the sole owner or administrator of all right, title, and interest in and to the City Marks and related City-owned or City-controlled brand assets, and that Sponsor has not acquired and will not acquire any right, title, or interest in the City Marks except the limited license expressly granted by this Agreement. All use of City Marks by Sponsor, and all goodwill arising from such use, inures solely to the benefit of City.
- 2.7. **License Grant by Sponsor.** Sponsor grants to City during the Term a royalty-free, fully-paid, non-exclusive, non-transferable, non-assignable, non-sublicensable license to use and display Sponsor's designated names,

trademarks, service marks, logos, and other brand assets provided by Sponsor (the "Sponsor Marks") solely to perform City's obligations and provide City deliverables under this Agreement. City will use Sponsor Marks in the form provided or approved by Sponsor and subject to Sponsor's written brand guidelines provided to City. Sponsor retains all ownership of Sponsor Marks, subject only to the limited license granted in this Section.

3. **QUALITY CONTROL.**

- 3.1. **Trademark Guidelines.** Each Party's use or display of the other Party's marks must comply with the other Party's then-current written trademark, copyright, and brand guidelines provided to the using Party. Neither Party may use the other Party's marks except as expressly authorized by this Agreement or separate written approval.
- 3.2. **Conduct of Sponsorship.** Sponsor will conduct all sponsorship, promotional, advertising, activation, exhibit, vendor, digital, and related activities in a professional manner that reflects positively on the Rally and City. Neither Party will intentionally engage in activity that diminishes or tarnishes the reputation, goodwill, marks, or rights of the Rally or the other Party.
- 3.3. **Quality of Sponsor Content and Items.** All Sponsor content, materials, products, displays, signage, advertising, promotional items, giveaways, and activation materials must be of a quality and character consistent with the reputation and goodwill of the Rally and City. City may require Sponsor, at Sponsor's expense, to immediately stop using, remove, correct, recall, or replace any Sponsor content or item that City reasonably determines may reflect adversely on the Rally, City, City Marks, public safety, or City operations.
- 3.4. **Samples and Pre-Approval by City.** Before any Sponsor content, item, material, advertisement, display, signage, digital content, social media post, press release, sweepstakes material, giveaway, or activation material using or referring to City, the Rally, City Marks, or Sponsor's official sponsorship status is promoted, advertised, displayed, distributed, published, or used, Sponsor must submit accurate samples or final proofs to City by City's stated deadline. No such material may be used unless City approves it in writing. City approval of any material does not waive City's right to require correction, removal, or discontinuation if later circumstances or information warrant such action.
- 3.5. **Approval and Liability of Contractors.** Sponsor may not sublicense, assign, retain, or delegate to any contractor, vendor, agency, affiliate, or third party any right or obligation involving City Marks, City-approved creative materials, City-controlled locations, City-provided activation support or security, Rally activation, or Sponsor's obligations under this Agreement without City's prior written

approval, which approval may be conditioned on receipt of contractor information, insurance, permits, or other assurances. Sponsor remains responsible and liable for all acts, omissions, errors, breaches, and noncompliance of Sponsor's contractors, vendors, agencies, affiliates, employees, representatives, and agents. Sponsor must cause such parties to comply with all applicable terms of this Agreement.

- 3.6. **City-Approved Creative Files.** If Sponsor or any Sponsor contractor, agency, vendor, or representative creates, updates, modifies, or adapts any City-provided or City-approved creative material at City's request or with City's approval, Sponsor shall provide City, upon written request and within a reasonable time, any complete and editable native/source file in Sponsor's possession or control for the City-approved material. This Section does not transfer ownership of Sponsor Marks or Sponsor-owned creative except to the extent expressly provided in this Agreement.

4. **PAYMENTS.**

- 4.1. **Sponsorship Fees.** Sponsor will pay City the sponsorship fees and other consideration set forth in Exhibit B (the "Sponsorship Fees") in the amounts and by the deadlines stated in Exhibit B. If Exhibit B does not state a payment deadline, invoices issued by City are due Net 30 from the invoice date. Notwithstanding the preceding sentence, all Sponsorship Fees must be paid in full before Sponsor receives City deliverables, activation rights, use of City Marks or City-approved creative materials, or other sponsor benefits for the applicable Rally Event, unless City approves a different written payment schedule in Exhibit B.
- 4.2. **Payment Administration.** All cash payments must be made payable to City of Sturgis and directed to the City Finance Office, 1040 Harley-Davidson Way, Sturgis, South Dakota 57785, or to another City payment address or method designated by City in writing. Sponsor is responsible for all bank fees, wire fees, processing fees, chargebacks, and similar payment costs unless City agrees otherwise in writing.
- 4.3. **No Setoff; Nonrefundable Fees.** Sponsor may not withhold, offset, reduce, or condition payment of Sponsorship Fees except as expressly stated in this Agreement. Sponsorship Fees are nonrefundable except to the extent expressly required by Section 10.8 or Exhibit B.

5. **TERM AND TERMINATION.**

- 5.1. **Term; Rally Event Period; Activation Period.** The term of this Agreement begins on the Effective Date and continues through December 31, 2026, unless

earlier terminated under this Section 5 (the "Term"). The "Rally Event Period" means the official dates of the applicable Rally Event identified in Exhibit A. The "Activation Period" means the period during which Sponsor may receive City deliverables or conduct approved sponsorship activation, as stated in Exhibit A. Certain City deliverables, including digital, website, billboard, banner, social media, or other promotional assets, may continue beyond the Rally Event Period only if expressly stated in Exhibit A and only if Sponsor has paid all required Sponsorship Fees.

- 5.2. **Termination for Cause.** Either Party may terminate this Agreement upon written notice to the other Party if: (a) the other Party breaches any material term or condition of this Agreement or violates any applicable law, regulation, ordinance, permit, court order, or agency order and fails to cure such breach or violation to the reasonable satisfaction of the non-breaching Party within fifteen (15) days after written notice specifying the breach or violation; (b) the other Party applies for, consents to, or is appointed a receiver, trustee, or liquidator for substantially all of its assets; (c) the other Party becomes the subject of a voluntary or involuntary bankruptcy petition; (d) the other Party admits inability to pay debts or makes an assignment for the benefit of creditors; (e) the other Party undergoes a change in ownership or control of more than fifty percent (50%) of its outstanding stock, membership interests, or other ownership interests without prior written notice to and consent from the other Party; or (f) the public reputation of the other Party has been materially compromised in a manner that materially impairs that Party's ability to serve as a reputable sponsor, host, or contracting party for the Rally.
- 5.3. **Additional City Termination Rights.** City may terminate this Agreement immediately upon written notice and without refunding Sponsorship Fees or further obligation to Sponsor if: (a) Sponsor fails to timely pay any Sponsorship Fee; (b) Sponsor permits an unauthorized organization or individual to occupy, use, or participate in Sponsor's assigned space, activation area, sponsorship rights, vendor rights, or Rally opportunity as if associated with Sponsor; (c) Sponsor assigns or attempts to assign this Agreement without City's prior written approval; (d) Sponsor misuses City Marks or City-approved creative materials or uses City Marks or City-approved creative materials without required approval; (e) Sponsor's activation, conduct, content, products, signage, personnel, contractors, or operations create a public safety, legal, reputational, or operational concern for City or the Rally; or (f) Sponsor fails to obtain or maintain required insurance, permits, licenses, approvals, or legal authorizations.
- 5.4. **Effect of Expiration or Termination.** Upon expiration or termination of this Agreement, all rights and licenses granted to Sponsor immediately terminate, and Sponsor must promptly cease all use of City Marks and City-approved creative materials, remove or discontinue all materials using City Marks or City-

approved creative materials or claiming official sponsorship status, and return, delete, destroy, or certify destruction of City-provided brand files and City-approved creative materials upon City's request. Expiration or termination does not relieve Sponsor of payment obligations accrued before expiration or termination. Sections 2.3, 2.5(c), 2.6, 3.5, 3.6, 4.1 through 4.3, 5.4, 6, 7, 8, 9, 10, all remaining payment obligations in Exhibit B, and all exhibit obligations that by their nature should survive will survive expiration or termination. Termination under this Agreement is without prejudice to any other right or remedy available under this Agreement or applicable law.

6. INDEMNIFICATION.

- 6.1. Indemnification by Sponsor.** Sponsor will defend, indemnify, and hold harmless City, its affiliates, subsidiaries, licensees, successors and assigns, and the mayor, council members, officers, officials, representatives, directors, agents, employees, contractors, and volunteers of City, from and against all third-party liability, actions, claims, demands, judgments, penalties, fines, losses, property damage, injuries, bodily injury, death, personal injury, mental anguish, damages, costs, expenses, court costs, expert fees, and reasonable attorneys' fees (collectively, "Third Party Claims") arising out of or relating to: (a) Sponsor's non-performance of obligations under this Agreement following notice and failure to timely cure; (b) Sponsor's breach or alleged breach of this Agreement; (c) Sponsor's violation of any applicable law, regulation, ordinance, permit, court order, or agency order; (d) negligence, recklessness, willful misconduct, or intentional misconduct by Sponsor or its agents, employees, contractors, vendors, agencies, affiliates, representatives, or invitees; (e) any content, postings, products, materials, merchandise, services, displays, signage, activations, structures, vehicles, equipment, giveaways, or items offered, supplied, used, displayed, sold, or distributed by or for Sponsor; (f) Sponsor's use or occupation of any City-controlled location, public right-of-way, exhibit area, activation area, booth, tent, or other space, or Sponsor's receipt or use of City-provided activation support or security; or (g) any claim alleging infringement, misappropriation, violation of privacy/publicity rights, false advertising, consumer-protection violation, or other violation of third-party rights arising from City's authorized use of Sponsor Marks or from Sponsor's content, products, materials, activations, or conduct.
- 6.2. Indemnification by City.** To the extent permitted by South Dakota law and without waiving any governmental immunity, statutory limit, defense, or protection, City will defend, indemnify, and hold harmless Sponsor against Third Party Claims arising out of or relating to: (a) City's material breach or alleged material breach of its express covenants under this Agreement; (b) gross negligence, recklessness, or intentional misconduct by City, its officials, agents, or employees; or (c) any Third Party Claim alleging infringement of a third party's

intellectual-property rights against Sponsor as a result of Sponsor's permitted licensed use of City Marks or City-approved creative materials as authorized by this Agreement, except to the extent the claim arises from Sponsor's modification, combination, added content, misuse, or unapproved use of the City Marks or City-approved creative materials. Nothing in this Section waives or limits any immunity, defense, liability cap, notice requirement, or other protection available to City under South Dakota law or other applicable law.

- 6.3. **Mutual Indemnification Procedures.** A Party seeking defense or indemnification must promptly notify the other Party of any Third Party Claim for which defense or indemnification is sought; provided that failure to provide prompt notice relieves the indemnifying Party only to the extent actually and materially prejudiced by such failure. The indemnified Party may, at its option and expense, participate in the defense with its own counsel, provided it does not admit liability, take a position materially adverse to the indemnifying Party, interfere with the defense, or settle without the indemnifying Party's written consent. Except as provided below, an indemnifying Party may not settle any Third Party Claim in a manner that imposes liability, obligations, or admissions on the indemnified Party without the indemnified Party's written approval, which may not be unreasonably withheld. Notwithstanding the foregoing, if Sponsor is sued or threatened with suit for infringement arising from Sponsor's permitted use of City Marks or City-approved creative materials, City may resolve the claim by modifying the affected City Mark or City-approved creative material, procuring a necessary license, or directing Sponsor to cease use of the affected City Mark or City-approved creative material. Those actions state City's entire liability and Sponsor's sole remedy for such City Mark or City-approved creative material infringement claim.

7. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.**

- 7.1. **Disclaimer of Warranties.** CITY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND ANY WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, WHETHER RELATED TO CITY MARKS, CITY DELIVERABLES, THE RALLY, OR OTHERWISE.
- 7.2. **Limitation of Liability.** IN NO EVENT WILL CITY OR ANY OF ITS OFFICIALS, OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, VOLUNTEERS, OR AGENTS BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST REVENUES, PROFITS, BUSINESS INTERRUPTION, ECONOMIC LOSS, LOSS OF

GOODWILL, LOSS OR INTERRUPTION OF SPONSORSHIP, DAMAGE TO PROPERTY, OR PERSONAL INJURY SUFFERED BY SPONSOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, VENDORS, AFFILIATES, OR INVITEES, ARISING FROM OR RELATING TO THIS AGREEMENT, THE RALLY, CITY MARKS, CITY DELIVERABLES, OR SPONSORSHIP ACTIVATION, EVEN IF CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AS A GOVERNMENTAL ENTITY, CITY DOES NOT ASSUME LIABILITY FOR ANY ACTS, ERRORS, OMISSIONS, OR DAMAGES FOR WHICH CITY CANNOT BE HELD LIABLE UNDER APPLICABLE LAW. City's total aggregate liability under this Agreement for any direct damages, regardless of the form of action or theory of liability, whether in contract, tort, statute, or otherwise, is limited to the amount of Sponsorship Fees actually paid by Sponsor to City for the specific Rally Event or Rally Events giving rise to the claim.

8. CONFIDENTIAL INFORMATION; PUBLIC RECORDS.

- 8.1. **Definition.** Subject to Section 8.3, "Confidential Information" means non-public information disclosed by one Party ("Discloser") to the other Party ("Recipient") that is clearly designated in writing as confidential, proprietary, trade-secret, or otherwise protected before or at the time of disclosure. Confidential Information may include trade secrets, sponsor lists, customer lists, business plans, technical data, product ideas, non-public marketing plans, non-public financial information, and non-public business, operational, or security-sensitive information. Confidential Information does not include information that: (a) is or becomes publicly available through no breach by Recipient; (b) was known to Recipient before disclosure, as shown by written or electronic records; (c) is lawfully furnished by a third party without a confidentiality obligation; or (d) is independently developed without use of or reference to Discloser's Confidential Information. Designation of information as Confidential Information does not determine whether the information is exempt from public disclosure, which is governed by Section 8.3 and applicable law.
- 8.2. **Use and Protection.** During the Term and for five (5) years thereafter, Recipient will take reasonable measures to protect the other Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information of similar importance. Recipient may use Confidential Information only to fulfill obligations, exercise rights, evaluate, approve, administer, or perform this Agreement, or comply with applicable law. Recipient may disclose Confidential Information only to officials, employees, attorneys, accountants, contractors, consultants, agents, or representatives with a need to know for those purposes and who are informed of the confidential nature of the information, or as otherwise required or permitted by applicable law. City may disclose Confidential Information within City government and to City legal

counsel or other City representatives as reasonably necessary for official City consideration, approval, administration, performance, enforcement, or public-records review of this Agreement.

- 8.3. **Public Records and Governmental Disclosure.** Sponsor acknowledges that City is a South Dakota public entity and that this Agreement, including its Exhibits and related records, is a public record under South Dakota Codified Laws Chapter 1-27 and other applicable law. Notwithstanding the foregoing, South Dakota law permits certain protected information within public records to be redacted or withheld from public disclosure, including protected business or proprietary information, trade secrets, and other information exempt from disclosure. City will prepare a public-facing version of this Agreement redacting information City determines may lawfully be redacted or withheld under applicable law and will provide Sponsor an opportunity to review the proposed redactions before final approval or execution, as applicable. Sponsor must identify in writing, during negotiation and before execution, any information Sponsor contends should be redacted or withheld from the public-facing agreement. Sponsor must identify the specific information at issue and provide the factual and legal basis for the requested treatment. City will consider Sponsor's timely and specific redaction requests in good faith, but City retains final responsibility for determining what may or must be disclosed under applicable law. Sponsor's designation is not binding on City and does not require City to withhold any record or information that City determines must be disclosed.

9. **INSURANCE.**

- 9.1. **Sponsor Insurance.** Sponsor must at all times maintain, at its sole cost and expense, commercial general liability insurance issued by a financially responsible insurer with limits of not less than \$2,000,000 per occurrence combined single limit, or such higher limits as City may require in Exhibit B or Exhibit D based on Sponsor's activities or activation. Coverage must include, as applicable, products-completed operations, premises/operations, contractual liability, contingent liability for contractors, personal and advertising injury, and other coverages reasonably required by City. The policy must name City of Sturgis and its elected officials, officers, employees, representatives, agents, and volunteers as additional insureds on a primary and non-contributory basis. Sponsor must provide certificates of insurance and required endorsements to City promptly after the Effective Date and no later than any deadline stated in Exhibit B or Exhibit D. The certificate must provide that the insurer will endeavor to provide at least thirty (30) days' advance written notice of cancellation or material modification to City when such notice is available from the insurer. Sponsor must also provide a certificate of good standing from its state of incorporation or organization upon City's request.

- 9.2. **Additional Insurance.** Depending on Sponsor's activities, City may require additional insurance in Exhibit B or Exhibit D, including automobile liability, workers' compensation, liquor liability, cyber liability, professional liability, umbrella/excess liability, property coverage, or other activity-specific coverage. Sponsor's failure to obtain required insurance is a material breach of this Agreement.
- 9.3. **City Insurance.** City will maintain insurance or liability coverage through the South Dakota Public Assurance Alliance or another public-entity risk pool or insurance provider, including occurrence-based commercial general liability coverage and public officials' liability coverage with limits maintained by City for similar municipal operations.
10. **MISCELLANEOUS.**
- 10.1. **Assignment.** Sponsor may not assign, sell, transfer, delegate, sublicense, or otherwise dispose of this Agreement or any right or obligation under this Agreement, voluntarily or involuntarily, by operation of law or otherwise, without City's prior written consent. Any purported assignment or delegation without City's consent is null and void. Subject to the foregoing, this Agreement binds and benefits the Parties and their respective successors and permitted assigns.
- 10.2. **Injunctive Relief.** Sponsor acknowledges that breach or threatened breach of Sponsor's obligations under Sections 1.2, 1.3, 1.4, if included, 2, 3, 8, Exhibit C, Exhibit D, and any additional Sponsor obligations stated in Exhibit B may cause City irreparable harm for which monetary damages may be inadequate. Accordingly, in addition to any remedies at law, City may seek injunctive, equitable, or other appropriate relief to prevent or remedy such breach or threatened breach.
- 10.3. **Severability.** If any provision of this Agreement, or the application of any provision to any person, place, or circumstance, is held invalid, void, or unenforceable by a court of competent jurisdiction, the provision will be enforced to the maximum extent possible to effect the Parties' intent, or if incapable of such enforcement, deemed deleted, and the remainder of this Agreement will remain in full force and effect.
- 10.4. **Waiver.** No waiver of any breach or default is effective unless in writing. Waiver of one breach or default does not waive any subsequent breach or default. Delay or omission in exercising any right or remedy does not operate as a waiver of that right or remedy.
- 10.5. **Governing Law; Forum.** This Agreement is governed by and construed in accordance with the laws of the State of South Dakota, without regard to conflict-

of-law rules. Any legal action arising under or relating to this Agreement must be filed exclusively in the Circuit Court for the State of South Dakota, Fourth Judicial Circuit, Meade County, South Dakota, or the United States District Court for the District of South Dakota, if federal jurisdiction exists, and the Parties consent to the personal jurisdiction of such courts.

- 10.6. **Independent Contractors.** The Parties are independent contractors. Neither Party is an employee, agent, representative, partner, joint venturer, or legal representative of the other. Neither Party may bind the other except as expressly authorized in writing. Nothing in this Agreement creates any employment, agency, partnership, joint venture, fiduciary, or similar relationship.
- 10.7. **Notices; Contact Information.** All notices required under this Agreement must be in writing and are deemed given: (a) when personally delivered; (b) upon confirmed transmission by email if sent to the email address identified in Exhibit E or otherwise designated in writing by the receiving Party; (c) one (1) business day after deposit with a nationally recognized overnight courier; or (d) three (3) business days after deposit in the United States mail, certified mail, return receipt requested, postage prepaid. Notices must be sent to the addresses identified in Exhibit E or to any other address designated by written notice. Unless this Agreement expressly requires a different method, "written," "in writing," "written approval," "written consent," "written instruction," and similar terms include email or other electronic communication from an authorized representative of the applicable Party. Routine approvals, comments, instructions, submissions, and communications under this Agreement may be provided by email. Formal notices of breach, default, termination, assignment, amendment, or other legal notices must be provided in accordance with this Section unless the receiving Party confirms in writing that another method or address is acceptable. Sponsor must maintain current notice and contact information in Exhibit E. If Sponsor will conduct any activation, use a City-controlled location, use public right-of-way, receive City-provided activation support or security, or otherwise have on-site operations, Sponsor must also identify in Exhibit E the person or persons responsible for Sponsor's on-site operations, including after-hours or emergency contact information if requested by City.
- 10.8. **Force Majeure.**
- (a) If either Party claims that delay or failure in performance is caused by a Force Majeure Event, the Party claiming relief must notify the other Party as soon as reasonably practicable, stating the Force Majeure Event and how it materially affects that Party's ability to perform. Unless otherwise stated in this Agreement, the affected Party is excused from performance to the extent performance is prevented or delayed by the Force Majeure Event. "Force Majeure Event" means an event outside the reasonable control of the affected Party, including acts, orders, or regulations of a

public authority or government; earthquakes, floods, tornados, severe inclement weather, or other acts of God; fire; labor strikes; riots, civil commotions, or disturbances; terrorist acts or threats; acts or declarations of war; nuclear disasters; diseases, epidemics, pandemics, quarantine orders, stay-at-home orders, or shelter-in-place orders; third-party non-performance; substantial interruption, failure, or fluctuation of electrical power, technical systems, or utility facilities; failure or extraordinary delay of necessary transportation, traffic control, crowd control, security, law enforcement, fire protection, emergency medical, sanitation, or public works services; or any other similar emergency or event beyond reasonable control.

- (b) If a Force Majeure Event causes City to cancel, reschedule, materially curtail, or materially modify a Rally Event or City deliverable, City may first apply any unused portion of Sponsorship Fees as a future credit for a rescheduled or future Rally Event or substitute deliverable. City must refund only the remaining unused cash portion of Sponsorship Fees actually paid by Sponsor after deduction of any future credit, substitute deliverable, non-cash consideration, vouchers, credits, or in-kind value promised, owed, or provided by Sponsor or City. This Section states City's entire liability and Sponsor's sole remedy if a Force Majeure Event causes cancellation, rescheduling, curtailment, modification, or termination of a Rally Event or City deliverable.

10.9. **Headings.** Headings are for reference only and do not affect interpretation.

10.10. **Construction.** This Agreement will be interpreted fairly according to its terms and not for or against either Party based on authorship.

10.11. **No Third-Party Beneficiaries.** This Agreement is not intended to create, and may not be interpreted to create, any third-party beneficiary rights in any person or entity not a Party to this Agreement.

10.12. **Amendment; Entire Agreement.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties concerning its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations, and understandings, whether oral or written. This Agreement may be amended or modified only by a written instrument signed by duly authorized representatives of both Parties.

[separate signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

CITY OF STURGIS

Rodney J. Bradley, Mayor

(Seal)

ATTEST:

Ann Bertolotto, Finance Officer

BROWN, KORO AND ROMAG, LLP

Wendy Koro, Operations Manager

EXHIBIT A
CITY DELIVERABLES / SPONSOR BENEFITS

This Exhibit identifies the sponsor category, Rally Event(s), Activation Period, sponsor benefits, and City deliverables approved for this sponsorship. Sponsor receives only the benefits and deliverables expressly stated in this Exhibit, subject to the Agreement.

1. Sponsor Category / Sponsorship Status.

Sponsor Category / Field: Motorcycle/Injury Attorney

Sponsorship Status: Exclusive

If exclusive, describe the scope and limits of exclusivity: Not applicable.

2. Rally Event(s) / Activation Period.

Covered Rally Event(s): 2026

Rally Event Period: August 7-16, 2026

Activation Period: August 5-17, 2026

3. City Deliverables / Sponsor Benefits.

City will provide the following sponsor benefits and deliverables:

- A. The Sponsor will be recognized as having exclusive right to use the term "Official Motorcycle/Injury Attorney Sponsor of the City of Sturgis Motorcycle Rally", or comparable language to be mutually agreed upon.
- B. The City will promote Sponsor as the "Official Motorcycle/Injury Attorney Sponsor of the City of Sturgis Motorcycle Rally" on the Rally's Official Website (www.sturgismotorcyclerrally.com), Official Facebook (Sturgis Motorcycle Rally), Official Twitter (@SturgisRally), Official Magazine, press releases, email blasts, social applications and other applicable marketing platforms.

4. Digital / Website / Social Media Benefits.

- A. The City will display the following, during the term of this Agreement, on the Official Website of the City of Sturgis Motorcycle Rally (www.sturgismotorcyclerrally.com):
 - i. A homepage, rotating Sponsor advertising banner with a click-through to Sponsor's website.

- B. The City will provide Sponsor with posts, during the term of this Agreement, on both the Official Facebook (Sturgis Motorcycle Rally) and Twitter (@SturgisRally) pages of the City of Sturgis Motorcycle Rally, when reasonably possible.
- i. The Sponsor will provide social media post content to the City, in a predetermined digital format and according to the respective deadline.
 - ii. The City will attempt to accommodate additional, special event or occasion posts, when reasonably possible.
 - iii. All material is subject to prior approval by the City.

[illegible]

6. Hospitality / Access / Passes / Event Benefits.

[illegible]

7. Physical Activation / Site Use / City-Provided Activation Support.

Sponsor will receive an exterior Exhibit Space of approximately 1,054 square feet, more or less, for Sponsor's marketing and purposes.

This Exhibit Space is located at and designated as 1019 Main Street, Sturgis, SD 57785.

8. Other Approved Benefits.

- A. The City will distribute one (1) single-page Sponsor press release, provided by Sponsor, for the City of Sturgis Motorcycle Rally. This press release is subject to approval by the City prior to distribution.
- B. The City will allow one (1) single-page Sponsor promotional flyer/brochure, provided by Sponsor, to be distributed at City of Sturgis Motorcycle Rally information centers. This promotional flyer/brochure is subject to approval by the City prior to distribution.
- C. The City will display Sponsor's logo on all City of Sturgis Motorcycle Rally materials not yet produced, such as brochures and magazines.
- D. Sponsor may provide promotional information and collateral material at "information areas" designated for Official City of Sturgis Motorcycle Rally Sponsors. This collateral material is subject to approval by the City prior to distribution.

9. No Other Benefits.

No sponsor benefit, City deliverable, exclusivity right, activation right, site-use right, permit, license, approval, advertising placement, media placement, hospitality benefit, or other Rally-related right is granted unless expressly stated in this Exhibit, another Exhibit, or the Agreement.

EXHIBIT B
SPONSORSHIP FEE, PAYMENT TERMS, AND ADDITIONAL SPONSOR OBLIGATIONS

This Exhibit identifies the sponsorship fee, payment terms, and any additional Sponsor obligations not otherwise stated in the Agreement or other Exhibits.

1. Sponsorship Fee.

Sponsor shall pay City the total sponsorship fee of [REDACTED]
[REDACTED] for the sponsorship rights, sponsor benefits, City deliverables, approved uses, and other rights or benefits stated in the Agreement and applicable Exhibits.

2. Payment Deadline / Schedule.

Sponsor shall pay the sponsorship fee as follows:

[REDACTED]
[REDACTED]
[REDACTED]

If no different payment schedule is stated above, the sponsorship fee must be paid in full before Sponsor receives City deliverables, activation rights, use of City Marks or City-approved creative materials, or other sponsor benefits.

3. Non-Cash or In-Kind Consideration.

Non-cash, in-kind, trade, media, voucher, advertising, or other non-cash consideration: [REDACTED]

Agreed value, documentation requirements, deadlines, and limitations: [REDACTED]

4. Right of First Refusal Premium.

If Sponsor is granted a right of first refusal under Section 1.4, the separate premium or consideration for that right is: [REDACTED]

5. Additional Sponsor Obligations.

Sponsor shall perform the following additional obligations, if any, not otherwise stated in the Agreement or other Exhibits:

- A. During the Term Sponsor grants to City a royalty-free, non-exclusive, non-transferable, non-assignable, "non-sub licensable" license to use Sponsor's marks and logos in the form as provided by Sponsor (the "Sponsor Marks") solely in performing City's obligations under this Agreement, subject in each instance to

Sponsor's prior review and approval. The Sponsor Marks may not be revised or altered in any way and must be displayed in the exact same form as provided by Sponsor. Sponsor shall retain full and exclusive ownership of the Sponsor Marks, subject only to the licenses granted herein.

- B. Sponsor will provide City's City of Sturgis Motorcycle Rally logo and link on Sponsor's website.
- C. Sponsor will provide City posts on the Sponsor's social media throughout the year, regarding the City of Sturgis Motorcycle Rally.
 - i. The City will provide post content to Sponsor, in a predetermined digital format and according to the respective deadline.
 - ii. All material is subject to prior approval by the Sponsor, and Sponsor will provide City written notification within forty-eight (48) hours, if City material is not approved.

6. Special Payment or Business Terms.



EXHIBIT C
CITY MARKS, CITY-APPROVED CREATIVE MATERIALS, AND APPROVED USES

The City Marks and City-approved creative materials identified in this Exhibit may be used only as expressly approved by City and only for approved sponsorship uses under Sections 2.1 and 2.2 of the Agreement.

1. Approved City Marks / City-Approved Creative Materials.

Sponsor may use the following City Marks and City-approved creative materials, subject to the Agreement and City's approval rights:

THE RIDE. THE ROAR. THE RALLY., Registration No. 6867322, International Class 035 and 041

"S" DESIGN Logo, Registration No. 6867323, International Class 035 and 041

"Seal Lockup" Logo, Registration No. 7116020, International Class 035 and 041

"Brand Lockup" Logo, Registration No. 7116021, International Class 035 and 041

City of Sturgis 81st Rally Logo, Serial No. 90657856, International Class 025, 035 and 041

City of Sturgis 82nd Rally Logo, Serial No. 90903754, International Class 025, 035 and 041

83, Serial No. 97393099, International Class 035 and 041

Sturgis 2023 Rally 83 S THE RIDE. THE ROAR. THE RALLY., Registration No. 7088614, International Class 035 and 041

City of Sturgis 84th Rally Logo, as adopted by the City of Sturgis

2025 Sturgis Motorcycle Rally Black Hills South Dakota 85, Serial No. 99077579, International Class 025, 035 and 041

2026 Sturgis Motorcycle Rally Black Hills South Dakota 85, Serial No. 99077579, International Class 025, 035 and 041

STURGIS © Copyright

2. Special or Additional Approved Uses.

A. The City will provide Sponsor, during the Term of the Agreement, with use of the Official City of Sturgis Motorcycle Rally Marks and Logos as selected by Sponsor for advertising and promotional use.

- i. Promotional use is defined as items produced in the agreed upon quantity, for complementary, free and/or give-away distribution, and does not allow the sale of merchandise.
- ii. All use must be approved by the City and such use will not be unreasonably withheld or delayed by the City.

3. Territory.

Unless otherwise approved by City in writing, Sponsor may use City Marks and City-approved creative materials only within the United States and only for approved sponsorship promotion and activation connected to the Rally.

4. Notice / Attribution.

Sponsor must use TM, ®, or © symbols and ownership notices as directed by City. Sponsor must use only City-provided or City-approved digital files and may not use archival, third-party, recreated, modified, or unapproved versions of City Marks or City-approved creative materials.

5. No Retail Use.

Approval of City Marks or City-approved creative materials in this Exhibit does not authorize retail merchandise use unless a separate written retail merchandise license, written addendum, or other written authorization from City expressly authorizes such use.

EXHIBIT D
OPTIONAL ACTIVATION / SITE USE / CITY-PROVIDED SUPPORT ADDENDUM

Use this Exhibit only if Sponsor will conduct a physical activation, use a City-controlled location, use public right-of-way, or receive City-provided activation support or security. If none, state: "Not applicable."

1. Approved Activation / Site Use.

Approved activation or site use:

Sponsor will receive an exterior Exhibit Space of approximately 1,054 square feet, more or less, with Main Street frontage of approximately 49 feet and depth from Main Street toward the alley, measuring and ranging from approximately 12 feet to 29 feet, as show in the attached Exhibit D-1 included herein. Sponsor may not sublet this exhibit space or allow said space to be occupied by a third party.

Location:

This Exhibit Space is located at Sturgis Armory and designated as 1019 Main Street, Sturgis, SD 57785, as show in the attached Exhibit D-1.

Approved dates and times:

Go live exhibit active to commence no later than 10:00 AM on Friday, August 7, 2026.

Live Hours: 10:00 AM - 6:00 PM, but may be extended if Sponsor chooses to do so.

Setup period:

Set up and access to commence no sooner than 8:00 AM on Wednesday, August 5, 2026; 8:00 AM and conclude no later than 10:00 PM each day.

Set-up must complete by 8:00 AM on Friday, August 7, 2026.

Teardown period:

Tear down to commence no sooner than 6:00 PM on Saturday, August 15, 2026.

Tear down to be completed no later than 6:00 PM on Monday, August 17, 2026.

Tear down must take place between 8:00 AM - 10:00 PM each day.

2. Permitted Activities.

Sponsor may conduct only the following activities within the approved activation area:

[REDACTED]

3. City-Provided Operational Support / Security.

City will provide the following activation support or security, if any:

[REDACTED]

Private security / overnight security:

[REDACTED]

Special limitations or conditions: [REDACTED]

City-provided operational support or security does not guarantee prevention of theft, loss, damage, injury, interruption, unauthorized access, or other incident. Sponsor remains responsible for Sponsor's property, equipment, personnel, contractors, vendors, invitees, internal controls, and insurance.

4. Sponsor Responsibilities.

Sponsor shall provide, perform, or be responsible for the following activation-related items:

[REDACTED]

5. Permits, Licenses, Insurance, and Approvals.

Sponsor-obtained permits, licenses, inspections, approvals, insurance, or documentation:

[REDACTED]

City-obtained permits, licenses, inspections, approvals, insurance, or documentation:

[REDACTED]

Deadline for required documentation: [REDACTED]

6. On-Site Responsible Party.

Sponsor's on-site responsible party and emergency contact information must be provided in Exhibit E and kept current during setup, activation, and teardown.

7. No Property Interest / No Subuse.

This Exhibit grants only a temporary, limited, revocable right to use the approved activation area or receive the approved City-provided activation support during the approved period. It does not create a lease, easement, property interest, tenancy, franchise, vendor license, or right to sublease, assign, share, or allow third-party use except as expressly approved by City in writing.

EXHIBIT D-1
[Depiction of the "Activation"]

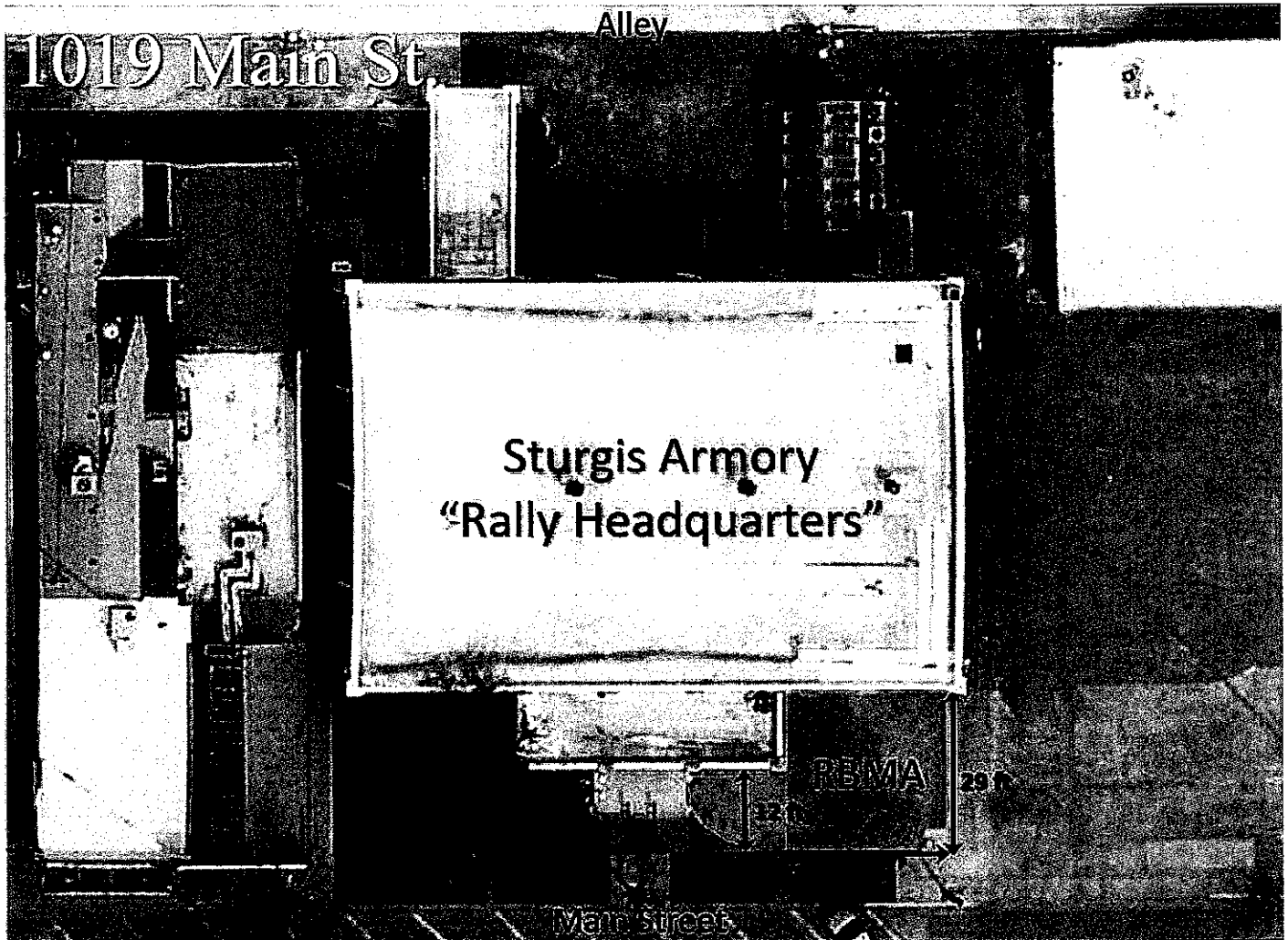


EXHIBIT E
NOTICES AND SPONSOR CONTACT INFORMATION

This Exhibit identifies notice addresses, contract contacts, and, if applicable, on-site or activation contacts for the Parties.

1. City Notice Information.

City of Sturgis
1040 Harley-Davidson Way
Sturgis, South Dakota 57785
Attn: Mayor
Email: SturgisMayor@sturgisgov.com
Phone: 605-347-4422

With a copy to:
City Finance Officer
1040 Harley-Davidson Way
Sturgis, South Dakota 57785
Email: Finance@sturgisgov.com
Phone: 605-347-4422

2. Sponsor Notice Information.

Sponsor Legal Name: Brown, Koro and Romag, LLP
Address: 4400 Coldwater Canyon Avenue, Suite 200, Studio City, CA 91604
Attn: [REDACTED]
Email: [REDACTED]
Phone: [REDACTED]

3. Sponsor Contract / Business Contact.

Name: [REDACTED]
Title: [REDACTED]
Email: [REDACTED]
Phone: [REDACTED]

4. Sponsor On-Site / Activation Contact.

Complete this Section if Sponsor will conduct any activation, use a City-controlled location, use public right-of-way, receive City-provided activation support or security, or otherwise have on-site operations. If not applicable, state: "Not applicable."

Primary On-Site Responsible Party: [REDACTED]
Title / Role: [REDACTED]
Mobile Phone: [REDACTED]
Email: [REDACTED]
Alternate / Emergency Contact: [REDACTED]
Title / Role: [REDACTED]
Mobile Phone: [REDACTED]
Email: [REDACTED]

City Council
STAFF REPORT



Meeting Date: City Council - Jul 20 2026

Agenda Item: Consideration to approve the Rockford Corporation, d/b/a Rockford Fosgate, Sponsorship Agreement.

Prepared By: Lance Scherer, Director, Sponsorship / Brand

BACKGROUND INFORMATION:

This Agreement is a 1-year renewal accommodating the Sponsor's official marketing activities for the 2026 City of Sturgis Motorcycle Rally.

DISCUSSION:

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

RECOMMENDATION:

Motion to approve.

ATTACHMENTS:

[2026 RF Sponsorship Agreement \(RPS\)](#)

Approved By:

Aaron Jordan, City Administrator

Status:

Approved - Jul 18 2026

**SPONSORSHIP AGREEMENT
CITY OF STURGIS MOTORCYCLE RALLY**

This **Sponsorship Agreement for the City of Sturgis Motorcycle Rally** (this "Agreement") is made effective as of January 1, 2026 (the "Effective Date") by and between the City of Sturgis, a South Dakota municipality, located at Sturgis City Hall, 1040 Harley-Davidson Way, Sturgis, South Dakota 57785 ("City"), and Rockford Corporation, an Arizona corporation and wholly owned subsidiary of Patrick Industries, Inc., d/b/a Rockford Fosgate, with its principal place of business at 600 S. Rockford Drive, Ste 100, Tempe, AZ 85288 ("Sponsor"). City and Sponsor are each a "Party" and collectively the "Parties."

WHEREAS, Sponsor desires to be designated as an official sponsor of the City of Sturgis Motorcycle Rally within the category or field identified in this Agreement and the attached Exhibits; and

WHEREAS, City is the official host of the Rally and owns, controls, or administers certain names, logos, marks, copyrighted works, City-approved creative materials, sponsorship opportunities, promotional assets, and related rights associated with the City of Sturgis Motorcycle Rally; and

WHEREAS, City desires to designate Sponsor as an official sponsor of the Rally within the approved category or field and to provide Sponsor the sponsor benefits, City deliverables, and limited approved sponsorship-use rights described in this Agreement and the attached Exhibits, subject to the terms and conditions of this Agreement.

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

1. SPONSOR APPOINTMENT.

- 1.1. Appointment.** Subject to the terms and conditions of this Agreement, City designates and appoints Sponsor as an official exclusive sponsor of the Rally for the Term within the category or field of Motorcycle Audio for the Rally Event(s) identified in Exhibit A (each, a "Rally Event"). Any exclusivity applies only to the category or field expressly stated in this Section and Exhibit A and does not limit City's right to enter into sponsorships, licenses, partnerships, vendor arrangements, or other agreements outside that category or field.
- 1.2. Sponsor Benefits and City Deliverables.** As an official sponsor, Sponsor will receive the sponsor benefits and City deliverables described in Exhibit A, subject to this Agreement, City's approval rights, availability, public safety, applicable law, and operational requirements of the Rally. City may, in its reasonable discretion and upon notice to Sponsor, amend, supplement, modify, or substitute

any sponsor benefit or City deliverable with a commercially reasonable alternative if changing circumstances, public safety, permitting, legal requirements, third-party limitations, or Rally operations make the original benefit or deliverable impracticable, unavailable, or inadvisable. Such substitution will not constitute a breach of this Agreement if the substitute is commercially reasonable under the circumstances.

1.3. **No Interference with City Sponsorship Program.** Sponsor acknowledges that City has, and may in the future have, other sponsors, licensees, vendors, partners, advertisers, exhibitors, and promotional participants, including entities that may be competitors of Sponsor or may operate in related fields. In further consideration of the sponsorship appointment under this Agreement, Sponsor agrees that it will not, and will cause its affiliates, agents, contractors, and representatives not to, bring or support any claim, action, or proceeding seeking to enjoin, prohibit, restrict, or obtain damages against City or any City sponsor, licensee, vendor, partner, advertiser, exhibitor, or promotional participant based on such party's relationship with City or participation in the Rally, except to enforce a specific express obligation owed by City to Sponsor under this Agreement.

1.4. **Right of First Refusal.** City grants Sponsor a right of first refusal to become an official sponsor of future Rally Event(s) within the category or field identified in Section 1.1, subject to the terms stated in this Section. Before City accepts a bona fide third-party offer for sponsorship rights in that same category or field for the next Rally Event, City will provide Sponsor written notice of the material economic and sponsorship terms City is prepared to accept. Sponsor must elect in writing to accept those terms within fourteen (14) days after receipt of City's notice. If Sponsor does not timely accept those terms in writing, City may proceed with the third-party sponsorship opportunity. This right is personal to Sponsor, is not assignable, applies only to the category or field stated in Section 1.1, does not require City to offer or continue any sponsorship category, and does not limit City's right to restructure, rename, combine, divide, discontinue, or reserve sponsorship categories in City's discretion.

2. **LICENSES.**

2.1. **Limited License Grant by City.** Subject to the terms and conditions of this Agreement, City grants to Sponsor during the Term a limited, royalty-free, fully-paid, non-exclusive, non-transferable, non-assignable, non-sublicensable license to use and display the City Marks identified in Exhibit C and any City-provided or City-approved artwork, images, designs, copy, digital assets, or other creative materials approved by City for Sponsor's sponsorship use, in the form provided or approved by City, solely for the purpose of identifying Sponsor as an official sponsor of the Rally and conducting the approved advertising, promotional,

digital, social media, trade, point-of-sale promotional, sweepstakes, in-market, and Rally activation uses described in Exhibit A or otherwise approved by City in writing. All uses of the City Marks and City-approved creative materials are subject to City's prior review and written approval and to any trademark, copyright, brand, or quality-control guidelines provided by City.

- 2.2. **No Retail Merchandise License.** No license granted under this Agreement authorizes Sponsor to manufacture, distribute, sell, offer for sale, or otherwise commercialize merchandise, apparel, products, or other goods bearing any City Mark or City-approved creative material. Approved sponsorship activation may include promotional signage, advertising, displays, sweepstakes materials, point-of-sale promotional materials, and complimentary or giveaway items if expressly approved by City. Any retail merchandise or product use of City Marks or City-approved creative materials requires a separate written, royalty-bearing license agreement or other express written authorization from City.
- 2.3. **Restrictions.**
- (a) Sponsor may not revise, crop, distort, recolor, animate, combine, modify, or alter any City Mark or City-approved creative material except as expressly approved by City in writing. City Marks and City-approved creative materials must be used in the exact form, color, proportion, and format provided or approved by City.
 - (b) Subject to this Agreement and City's prior approval, Sponsor may use the phrase "Official Motorcycle Audio Sponsor of the City of Sturgis Motorcycle Rally" or another comparable phrase approved by City solely to identify Sponsor's official sponsorship status.
 - (c) Sponsor may not reproduce, use, display, distribute, authorize, or permit use of any City Mark or City-approved creative material except as expressly authorized under this Agreement or by separate written approval of City. Sponsor acknowledges that unauthorized use of City Marks or City-approved creative materials may cause irreparable harm to City for which injunctive relief may be appropriate.
 - (d) During and after the Term, Sponsor may not use, adopt, register, seek to register, or claim rights in any trademark, service mark, trade name, logo, design, domain name, social media handle, trade dress, or other designation that is identical or confusingly similar to any City Mark, or that incorporates "Sturgis," "City of Sturgis Motorcycle Rally," "Sturgis Motorcycle Rally," or similar wording in a manner likely to imply City authorization, sponsorship, affiliation, or endorsement except as expressly permitted by this Agreement.
 - (e) Sponsor may not register or attempt to register any City Mark or any mark confusingly similar to any City Mark without City's prior written consent. City retains the exclusive right to apply for, maintain, renew, enforce, and obtain registrations for the City Marks.

- (f) Sponsor may not challenge, assist, encourage, or solicit any challenge to the existence, validity, ownership, registration, enforceability, or City ownership or control of any City Mark or any City copyright or other intellectual-property right used under this Agreement.
- (g) Sponsor may not challenge, assist, encourage, or solicit any challenge to City's official role as host of the Rally, City's official sponsorship and licensing program, or City's right to designate official sponsors, official licensees, official merchandise, official sponsorship categories, and official uses of City Marks; provided, however, that this subsection does not prohibit Sponsor or its representatives from expressing opinions or criticisms on matters of public concern as provided in Section 2.3(h).
- (h) Sponsor may not make, publish, distribute, or disseminate false or misleading statements inconsistent with City's official role as host of the Rally, City's ownership or control of City Marks, or Sponsor's limited rights under this Agreement. This Section does not prohibit Sponsor or its representatives from expressing opinions or criticisms on matters of public concern, provided such statements are not false or misleading and do not falsely imply City endorsement, approval, affiliation, or sponsorship.

2.4. Trademark and Copyright Notices. In connection with the use and display of City Marks or City-approved creative materials, Sponsor must use the appropriate trademark, registered trademark, or copyright symbol (TM, ®, or ©) as directed by City and must include any ownership or attribution notice reasonably required by City, including "Trademark of the City of Sturgis," "Copyright of the City of Sturgis," or comparable language approved by City. If a City Mark or City-approved creative material is used multiple times in the same document, item, advertisement, or display, the symbol and notice need only appear with the first prominent use unless City requires otherwise.

2.5. Maintenance, Renewal, and Enforcement.

- (a) Sponsor will reasonably cooperate with City, at City's request and expense for reasonable out-of-pocket costs, in connection with applications, renewals, filings, specimens, declarations, or other documentation necessary or useful to protect City's rights in the City Marks or related intellectual property.
- (b) Sponsor will promptly notify City of any actual or threatened infringement, imitation, unauthorized use, misuse, or challenge involving the City Marks or related City intellectual property of which Sponsor becomes aware.
- (c) City has the sole right, but not the obligation, to bring, control, settle, or compromise any action involving past, present, or future infringement, misuse, challenge, or unauthorized use of City Marks or related City intellectual property. Sponsor will cooperate with City, at City's expense for reasonable out-of-pocket costs, in connection with City's enforcement

efforts. City is entitled to retain all damages, settlements, awards, rights, and other consideration recovered in connection with such enforcement.

- 2.6. **Reservation of Rights.** Sponsor acknowledges that City is the sole owner or administrator of all right, title, and interest in and to the City Marks and related City-owned or City-controlled brand assets, and that Sponsor has not acquired and will not acquire any right, title, or interest in the City Marks except the limited license expressly granted by this Agreement. All use of City Marks by Sponsor, and all goodwill arising from such use, inures solely to the benefit of City.
- 2.7. **License Grant by Sponsor.** Sponsor grants to City during the Term a royalty-free, fully-paid, non-exclusive, non-transferable, non-assignable, non-sublicensable license to use and display Sponsor's designated names, trademarks, service marks, logos, and other brand assets provided by Sponsor (the "Sponsor Marks") solely to perform City's obligations and provide City deliverables under this Agreement. City will use Sponsor Marks in the form provided or approved by Sponsor and subject to Sponsor's written brand guidelines provided to City. Sponsor retains all ownership of Sponsor Marks, subject only to the limited license granted in this Section.

3. **QUALITY CONTROL.**

- 3.1. **Trademark Guidelines.** Each Party's use or display of the other Party's marks must comply with the other Party's then-current written trademark, copyright, and brand guidelines provided to the using Party. Neither Party may use the other Party's marks except as expressly authorized by this Agreement or separate written approval.
- 3.2. **Conduct of Sponsorship.** Sponsor will conduct all sponsorship, promotional, advertising, activation, exhibit, vendor, digital, and related activities in a professional manner that reflects positively on the Rally and City. Neither Party will intentionally engage in activity that diminishes or tarnishes the reputation, goodwill, marks, or rights of the Rally or the other Party.
- 3.3. **Quality of Sponsor Content and Items.** All Sponsor content, materials, products, displays, signage, advertising, promotional items, giveaways, and activation materials must be of a quality and character consistent with the reputation and goodwill of the Rally and City. City may require Sponsor, at Sponsor's expense, to immediately stop using, remove, correct, recall, or replace any Sponsor content or item that City reasonably determines may reflect adversely on the Rally, City, City Marks, public safety, or City operations.
- 3.4. **Samples and Pre-Approval by City.** Before any Sponsor content, item, material, advertisement, display, signage, digital content, social media post,

press release, sweepstakes material, giveaway, or activation material using or referring to City, the Rally, City Marks, or Sponsor's official sponsorship status is promoted, advertised, displayed, distributed, published, or used, Sponsor must submit accurate samples or final proofs to City by City's stated deadline. No such material may be used unless City approves it in writing. City approval of any material does not waive City's right to require correction, removal, or discontinuation if later circumstances or information warrant such action.

- 3.5. **Approval and Liability of Contractors.** Sponsor may not sublicense, assign, retain, or delegate to any contractor, vendor, agency, affiliate, or third party any right or obligation involving City Marks, City-approved creative materials, City-controlled locations, City-provided activation support or security, Rally activation, or Sponsor's obligations under this Agreement without City's prior written approval, which approval may be conditioned on receipt of contractor information, insurance, permits, or other assurances. Sponsor remains responsible and liable for all acts, omissions, errors, breaches, and noncompliance of Sponsor's contractors, vendors, agencies, affiliates, employees, representatives, and agents. Sponsor must cause such parties to comply with all applicable terms of this Agreement.
- 3.6. **City-Approved Creative Files.** If Sponsor or any Sponsor contractor, agency, vendor, or representative creates, updates, modifies, or adapts any City-provided or City-approved creative material at City's request or with City's approval, Sponsor shall provide City, upon written request and within a reasonable time, any complete and editable native/source file in Sponsor's possession or control for the City-approved material. This Section does not transfer ownership of Sponsor Marks or Sponsor-owned creative except to the extent expressly provided in this Agreement.

4. **PAYMENTS.**

- 4.1. **Sponsorship Fees.** Sponsor will pay City the sponsorship fees and other consideration set forth in Exhibit B (the "Sponsorship Fees") in the amounts and by the deadlines stated in Exhibit B. If Exhibit B does not state a payment deadline, invoices issued by City are due Net 30 from the invoice date. Notwithstanding the preceding sentence, all Sponsorship Fees must be paid in full before Sponsor receives City deliverables, activation rights, use of City Marks or City-approved creative materials, or other sponsor benefits for the applicable Rally Event, unless City approves a different written payment schedule in Exhibit B.
- 4.2. **Payment Administration.** All cash payments must be made payable to City of Sturgis and directed to the City Finance Office, 1040 Harley-Davidson Way, Sturgis, South Dakota 57785, or to another City payment address or method

designated by City in writing. Sponsor is responsible for all bank fees, wire fees, processing fees, chargebacks, and similar payment costs unless City agrees otherwise in writing.

- 4.3. **No Setoff; Nonrefundable Fees.** Sponsor may not withhold, offset, reduce, or condition payment of Sponsorship Fees except as expressly stated in this Agreement. Sponsorship Fees are nonrefundable except to the extent expressly required by Section 10.8 or Exhibit B.

5. **TERM AND TERMINATION.**

- 5.1. **Term; Rally Event Period; Activation Period.** The term of this Agreement begins on the Effective Date and continues through December 31, 2026, unless earlier terminated under this Section 5 (the "Term"). The "Rally Event Period" means the official dates of the applicable Rally Event identified in Exhibit A. The "Activation Period" means the period during which Sponsor may receive City deliverables or conduct approved sponsorship activation, as stated in Exhibit A. Certain City deliverables, including digital, website, billboard, banner, social media, or other promotional assets, may continue beyond the Rally Event Period only if expressly stated in Exhibit A and only if Sponsor has paid all required Sponsorship Fees.
- 5.2. **Termination for Cause.** Either Party may terminate this Agreement upon written notice to the other Party if: (a) the other Party breaches any material term or condition of this Agreement or violates any applicable law, regulation, ordinance, permit, court order, or agency order and fails to cure such breach or violation to the reasonable satisfaction of the non-breaching Party within fifteen (15) days after written notice specifying the breach or violation; (b) the other Party applies for, consents to, or is appointed a receiver, trustee, or liquidator for substantially all of its assets; (c) the other Party becomes the subject of a voluntary or involuntary bankruptcy petition; (d) the other Party admits inability to pay debts or makes an assignment for the benefit of creditors; (e) the other Party undergoes a change in ownership or control of more than fifty percent (50%) of its outstanding stock, membership interests, or other ownership interests without prior written notice to and consent from the other Party; or (f) the public reputation of the other Party has been materially compromised in a manner that materially impairs that Party's ability to serve as a reputable sponsor, host, or contracting party for the Rally.
- 5.3. **Additional City Termination Rights.** City may terminate this Agreement immediately upon written notice and without refunding Sponsorship Fees or further obligation to Sponsor if: (a) Sponsor fails to timely pay any Sponsorship Fee; (b) Sponsor permits an unauthorized organization or individual to occupy, use, or participate in Sponsor's assigned space, activation area, sponsorship

rights, vendor rights, or Rally opportunity as if associated with Sponsor; (c) Sponsor assigns or attempts to assign this Agreement without City's prior written approval; (d) Sponsor misuses City Marks or City-approved creative materials or uses City Marks or City-approved creative materials without required approval; (e) Sponsor's activation, conduct, content, products, signage, personnel, contractors, or operations create a public safety, legal, reputational, or operational concern for City or the Rally; or (f) Sponsor fails to obtain or maintain required insurance, permits, licenses, approvals, or legal authorizations.

- 5.4. Effect of Expiration or Termination.** Upon expiration or termination of this Agreement, all rights and licenses granted to Sponsor immediately terminate, and Sponsor must promptly cease all use of City Marks and City-approved creative materials, remove or discontinue all materials using City Marks or City-approved creative materials or claiming official sponsorship status, and return, delete, destroy, or certify destruction of City-provided brand files and City-approved creative materials upon City's request. Expiration or termination does not relieve Sponsor of payment obligations accrued before expiration or termination. Sections 2.3, 2.5(c), 2.6, 3.5, 3.6, 4.1 through 4.3, 5.4, 6, 7, 8, 9, 10, all remaining payment obligations in Exhibit B, and all exhibit obligations that by their nature should survive will survive expiration or termination. Termination under this Agreement is without prejudice to any other right or remedy available under this Agreement or applicable law.

6. INDEMNIFICATION.

- 6.1. Indemnification by Sponsor.** Sponsor will defend, indemnify, and hold harmless City, its affiliates, subsidiaries, licensees, successors and assigns, and the mayor, council members, officers, officials, representatives, directors, agents, employees, contractors, and volunteers of City, from and against all third-party liability, actions, claims, demands, judgments, penalties, fines, losses, property damage, injuries, bodily injury, death, personal injury, mental anguish, damages, costs, expenses, court costs, expert fees, and reasonable attorneys' fees (collectively, "Third Party Claims") arising out of or relating to: (a) Sponsor's non-performance of obligations under this Agreement following notice and failure to timely cure; (b) Sponsor's breach or alleged breach of this Agreement; (c) Sponsor's violation of any applicable law, regulation, ordinance, permit, court order, or agency order; (d) negligence, recklessness, willful misconduct, or intentional misconduct by Sponsor or its agents, employees, contractors, vendors, agencies, affiliates, representatives, or invitees; (e) any content, postings, products, materials, merchandise, services, displays, signage, activations, structures, vehicles, equipment, giveaways, or items offered, supplied, used, displayed, sold, or distributed by or for Sponsor; (f) Sponsor's use or occupation of any City-controlled location, public right-of-way, exhibit area, activation area, booth, tent, or other space, or Sponsor's receipt or use of City-

provided activation support or security; or (g) any claim alleging infringement, misappropriation, violation of privacy/publicity rights, false advertising, consumer-protection violation, or other violation of third-party rights arising from City's authorized use of Sponsor Marks or from Sponsor's content, products, materials, activations, or conduct.

- 6.2. **Indemnification by City.** To the extent permitted by South Dakota law and without waiving any governmental immunity, statutory limit, defense, or protection, City will defend, indemnify, and hold harmless Sponsor against Third Party Claims arising out of or relating to: (a) City's material breach or alleged material breach of its express covenants under this Agreement; (b) gross negligence, recklessness, or intentional misconduct by City, its officials, agents, or employees; or (c) any Third Party Claim alleging infringement of a third party's intellectual-property rights against Sponsor as a result of Sponsor's permitted licensed use of City Marks or City-approved creative materials as authorized by this Agreement, except to the extent the claim arises from Sponsor's modification, combination, added content, misuse, or unapproved use of the City Marks or City-approved creative materials. Nothing in this Section waives or limits any immunity, defense, liability cap, notice requirement, or other protection available to City under South Dakota law or other applicable law.
- 6.3. **Mutual Indemnification Procedures.** A Party seeking defense or indemnification must promptly notify the other Party of any Third Party Claim for which defense or indemnification is sought; provided that failure to provide prompt notice relieves the indemnifying Party only to the extent actually and materially prejudiced by such failure. The indemnified Party may, at its option and expense, participate in the defense with its own counsel, provided it does not admit liability, take a position materially adverse to the indemnifying Party, interfere with the defense, or settle without the indemnifying Party's written consent. Except as provided below, an indemnifying Party may not settle any Third Party Claim in a manner that imposes liability, obligations, or admissions on the indemnified Party without the indemnified Party's written approval, which may not be unreasonably withheld. Notwithstanding the foregoing, if Sponsor is sued or threatened with suit for infringement arising from Sponsor's permitted use of City Marks or City-approved creative materials, City may resolve the claim by modifying the affected City Mark or City-approved creative material, procuring a necessary license, or directing Sponsor to cease use of the affected City Mark or City-approved creative material. Those actions state City's entire liability and Sponsor's sole remedy for such City Mark or City-approved creative material infringement claim.

7. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.**

7.1. **Disclaimer of Warranties.** CITY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND ANY WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, WHETHER RELATED TO CITY MARKS, CITY DELIVERABLES, THE RALLY, OR OTHERWISE.

7.2. **Limitation of Liability.** IN NO EVENT WILL CITY OR ANY OF ITS OFFICIALS, OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, VOLUNTEERS, OR AGENTS BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST REVENUES, PROFITS, BUSINESS INTERRUPTION, ECONOMIC LOSS, LOSS OF GOODWILL, LOSS OR INTERRUPTION OF SPONSORSHIP, DAMAGE TO PROPERTY, OR PERSONAL INJURY SUFFERED BY SPONSOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, VENDORS, AFFILIATES, OR INVITEES, ARISING FROM OR RELATING TO THIS AGREEMENT, THE RALLY, CITY MARKS, CITY DELIVERABLES, OR SPONSORSHIP ACTIVATION, EVEN IF CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AS A GOVERNMENTAL ENTITY, CITY DOES NOT ASSUME LIABILITY FOR ANY ACTS, ERRORS, OMISSIONS, OR DAMAGES FOR WHICH CITY CANNOT BE HELD LIABLE UNDER APPLICABLE LAW. City's total aggregate liability under this Agreement for any direct damages, regardless of the form of action or theory of liability, whether in contract, tort, statute, or otherwise, is limited to the amount of Sponsorship Fees actually paid by Sponsor to City for the specific Rally Event or Rally Events giving rise to the claim.

8. **CONFIDENTIAL INFORMATION; PUBLIC RECORDS.**

8.1. **Definition.** Subject to Section 8.3, "Confidential Information" means non-public information disclosed by one Party ("Discloser") to the other Party ("Recipient") that is clearly designated in writing as confidential, proprietary, trade-secret, or otherwise protected before or at the time of disclosure. Confidential Information may include trade secrets, sponsor lists, customer lists, business plans, technical data, product ideas, non-public marketing plans, non-public financial information, and non-public business, operational, or security-sensitive information. Confidential Information does not include information that: (a) is or becomes publicly available through no breach by Recipient; (b) was known to Recipient before disclosure, as shown by written or electronic records; (c) is lawfully furnished by a third party without a confidentiality obligation; or (d) is

independently developed without use of or reference to Discloser's Confidential Information. Designation of information as Confidential Information does not determine whether the information is exempt from public disclosure, which is governed by Section 8.3 and applicable law.

- 8.2. **Use and Protection.** During the Term and for five (5) years thereafter, Recipient will take reasonable measures to protect the other Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information of similar importance. Recipient may use Confidential Information only to fulfill obligations, exercise rights, evaluate, approve, administer, or perform this Agreement, or comply with applicable law. Recipient may disclose Confidential Information only to officials, employees, attorneys, accountants, contractors, consultants, agents, or representatives with a need to know for those purposes and who are informed of the confidential nature of the information, or as otherwise required or permitted by applicable law. City may disclose Confidential Information within City government and to City legal counsel or other City representatives as reasonably necessary for official City consideration, approval, administration, performance, enforcement, or public-records review of this Agreement.
- 8.3. **Public Records and Governmental Disclosure.** Sponsor acknowledges that City is a South Dakota public entity and that this Agreement, including its Exhibits and related records, is a public record under South Dakota Codified Laws Chapter 1-27 and other applicable law. Notwithstanding the foregoing, South Dakota law permits certain protected information within public records to be redacted or withheld from public disclosure, including protected business or proprietary information, trade secrets, and other information exempt from disclosure. City will prepare a public-facing version of this Agreement redacting information City determines may lawfully be redacted or withheld under applicable law and will provide Sponsor an opportunity to review the proposed redactions before final approval or execution, as applicable. Sponsor must identify in writing, during negotiation and before execution, any information Sponsor contends should be redacted or withheld from the public-facing agreement. Sponsor must identify the specific information at issue and provide the factual and legal basis for the requested treatment. City will consider Sponsor's timely and specific redaction requests in good faith, but City retains final responsibility for determining what may or must be disclosed under applicable law. Sponsor's designation is not binding on City and does not require City to withhold any record or information that City determines must be disclosed.

9. **INSURANCE.**

- 9.1. **Sponsor Insurance.** Sponsor must at all times maintain, at its sole cost and expense, commercial general liability insurance issued by a financially

responsible insurer with limits of not less than \$2,000,000 per occurrence combined single limit, or such higher limits as City may require in Exhibit B or Exhibit D based on Sponsor's activities or activation. Coverage must include, as applicable, products-completed operations, premises/operations, contractual liability, contingent liability for contractors, personal and advertising injury, and other coverages reasonably required by City. The policy must name City of Sturgis and its elected officials, officers, employees, representatives, agents, and volunteers as additional insureds on a primary and non-contributory basis. Sponsor must provide certificates of insurance and required endorsements to City promptly after the Effective Date and no later than any deadline stated in Exhibit B or Exhibit D. The certificate must provide that the insurer will endeavor to provide at least thirty (30) days' advance written notice of cancellation or material modification to City when such notice is available from the insurer. Sponsor must also provide a certificate of good standing from its state of incorporation or organization upon City's request.

9.2. **Additional Insurance.** Depending on Sponsor's activities, City may require additional insurance in Exhibit B or Exhibit D, including automobile liability, workers' compensation, liquor liability, cyber liability, professional liability, umbrella/excess liability, property coverage, or other activity-specific coverage. Sponsor's failure to obtain required insurance is a material breach of this Agreement.

9.3. **City Insurance.** City will maintain insurance or liability coverage through the South Dakota Public Assurance Alliance or another public-entity risk pool or insurance provider, including occurrence-based commercial general liability coverage and public officials' liability coverage with limits maintained by City for similar municipal operations.

10. MISCELLANEOUS.

10.1. **Assignment.** Sponsor may not assign, sell, transfer, delegate, sublicense, or otherwise dispose of this Agreement or any right or obligation under this Agreement, voluntarily or involuntarily, by operation of law or otherwise, without City's prior written consent. Any purported assignment or delegation without City's consent is null and void. Subject to the foregoing, this Agreement binds and benefits the Parties and their respective successors and permitted assigns.

10.2. **Injunctive Relief.** Sponsor acknowledges that breach or threatened breach of Sponsor's obligations under Sections 1.2, 1.3, 1.4, if included, 2, 3, 8, Exhibit C, Exhibit D, and any additional Sponsor obligations stated in Exhibit B may cause City irreparable harm for which monetary damages may be inadequate. Accordingly, in addition to any remedies at law, City may seek injunctive,

equitable, or other appropriate relief to prevent or remedy such breach or threatened breach.

- 10.3. **Severability.** If any provision of this Agreement, or the application of any provision to any person, place, or circumstance, is held invalid, void, or unenforceable by a court of competent jurisdiction, the provision will be enforced to the maximum extent possible to effect the Parties' intent, or if incapable of such enforcement, deemed deleted, and the remainder of this Agreement will remain in full force and effect.
- 10.4. **Waiver.** No waiver of any breach or default is effective unless in writing. Waiver of one breach or default does not waive any subsequent breach or default. Delay or omission in exercising any right or remedy does not operate as a waiver of that right or remedy.
- 10.5. **Governing Law; Forum.** This Agreement is governed by and construed in accordance with the laws of the State of South Dakota, without regard to conflict-of-law rules. Any legal action arising under or relating to this Agreement must be filed exclusively in the Circuit Court for the State of South Dakota, Fourth Judicial Circuit, Meade County, South Dakota, or the United States District Court for the District of South Dakota, if federal jurisdiction exists, and the Parties consent to the personal jurisdiction of such courts.
- 10.6. **Independent Contractors.** The Parties are independent contractors. Neither Party is an employee, agent, representative, partner, joint venturer, or legal representative of the other. Neither Party may bind the other except as expressly authorized in writing. Nothing in this Agreement creates any employment, agency, partnership, joint venture, fiduciary, or similar relationship.
- 10.7. **Notices; Contact Information.** All notices required under this Agreement must be in writing and are deemed given: (a) when personally delivered; (b) upon confirmed transmission by email if sent to the email address identified in Exhibit E or otherwise designated in writing by the receiving Party; (c) one (1) business day after deposit with a nationally recognized overnight courier; or (d) three (3) business days after deposit in the United States mail, certified mail, return receipt requested, postage prepaid. Notices must be sent to the addresses identified in Exhibit E or to any other address designated by written notice. Unless this Agreement expressly requires a different method, "written," "in writing," "written approval," "written consent," "written instruction," and similar terms include email or other electronic communication from an authorized representative of the applicable Party. Routine approvals, comments, instructions, submissions, and communications under this Agreement may be provided by email. Formal notices of breach, default, termination, assignment, amendment, or other legal notices must be provided in accordance with this Section unless the receiving Party

confirms in writing that another method or address is acceptable. Sponsor must maintain current notice and contact information in Exhibit E. If Sponsor will conduct any activation, use a City-controlled location, use public right-of-way, receive City-provided activation support or security, or otherwise have on-site operations, Sponsor must also identify in Exhibit E the person or persons responsible for Sponsor's on-site operations, including after-hours or emergency contact information if requested by City.

10.8. Force Majeure.

- (a) If either Party claims that delay or failure in performance is caused by a Force Majeure Event, the Party claiming relief must notify the other Party as soon as reasonably practicable, stating the Force Majeure Event and how it materially affects that Party's ability to perform. Unless otherwise stated in this Agreement, the affected Party is excused from performance to the extent performance is prevented or delayed by the Force Majeure Event. "Force Majeure Event" means an event outside the reasonable control of the affected Party, including acts, orders, or regulations of a public authority or government; earthquakes, floods, tornados, severe inclement weather, or other acts of God; fire; labor strikes; riots, civil commotions, or disturbances; terrorist acts or threats; acts or declarations of war; nuclear disasters; diseases, epidemics, pandemics, quarantine orders, stay-at-home orders, or shelter-in-place orders; third-party non-performance; substantial interruption, failure, or fluctuation of electrical power, technical systems, or utility facilities; failure or extraordinary delay of necessary transportation, traffic control, crowd control, security, law enforcement, fire protection, emergency medical, sanitation, or public works services; or any other similar emergency or event beyond reasonable control.
- (b) If a Force Majeure Event causes City to cancel, reschedule, materially curtail, or materially modify a Rally Event or City deliverable, City may first apply any unused portion of Sponsorship Fees as a future credit for a rescheduled or future Rally Event or substitute deliverable. City must refund only the remaining unused cash portion of Sponsorship Fees actually paid by Sponsor after deduction of any future credit, substitute deliverable, non-cash consideration, vouchers, credits, or in-kind value promised, owed, or provided by Sponsor or City. This Section states City's entire liability and Sponsor's sole remedy if a Force Majeure Event causes cancellation, rescheduling, curtailment, modification, or termination of a Rally Event or City deliverable.

10.9. Headings. Headings are for reference only and do not affect interpretation.

10.10. Construction. This Agreement will be interpreted fairly according to its terms and not for or against either Party based on authorship.

10.11. **No Third-Party Beneficiaries.** This Agreement is not intended to create, and may not be interpreted to create, any third-party beneficiary rights in any person or entity not a Party to this Agreement.

10.12. **Amendment; Entire Agreement.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties concerning its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations, and understandings, whether oral or written. This Agreement may be amended or modified only by a written instrument signed by duly authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

CITY OF STURGIS

Rodney J. Bradley, Mayor

(Seal)

ATTEST:

Ann Bertolotto, Finance Officer

ROCKFORD CORPORATION

Zach Luke, President

EXHIBIT A
CITY DELIVERABLES / SPONSOR BENEFITS

This Exhibit identifies the sponsor category, Rally Event(s), Activation Period, sponsor benefits, and City deliverables approved for this sponsorship. Sponsor receives only the benefits and deliverables expressly stated in this Exhibit, subject to the Agreement.

1. Sponsor Category / Sponsorship Status.

Sponsor Category / Field: Motorcycle Audio

Sponsorship Status: Exclusive

If exclusive, describe the scope and limits of exclusivity: Not applicable.

2. Rally Event(s) / Activation Period.

Covered Rally Event(s): 2026

Rally Event Period: August 7-16, 2026

Activation Period: August 5-16, 2026

3. City Deliverables / Sponsor Benefits.

City will provide the following sponsor benefits and deliverables:

- A. The Sponsor will be recognized as having exclusive right to use the term "Official Motorcycle Audio Company of the City of Sturgis Motorcycle Rally", or comparable language to be mutually agreed upon.
- B. The City will promote Sponsor as the "Official Motorcycle Audio Company of the City of Sturgis Motorcycle Rally" on the Rally's Official Website (www.sturgismotorcyclerrally.com), Official Facebook (Sturgis Motorcycle Rally), Official Twitter (@SturgisRally), Official Magazine, press releases, email blasts, social applications and other applicable marketing platforms.

4. Digital / Website / Social Media Benefits.

- A. The City will display the following, during the term of this Agreement, on the Official Website of the City of Sturgis Motorcycle Rally (www.sturgismotorcyclerrally.com):
 - i. A homepage, rotating Sponsor advertising banner with a click-through to Sponsor's website.
 - ii. A logo with click-through to Sponsor's website on the "Sponsors" page.
 - iii. A Sponsor editorial on the "Sponsors" page.
 - iv. A Sponsor YouTube video on the "Sponsors" page.
 - v. Sponsor shall be responsible for providing the City with all said website content.
 - vi. All material is subject to prior approval by the City.
- B. The City will provide Sponsor with posts, during the term of this Agreement, on both the Official Facebook (Sturgis Motorcycle Rally) and Twitter (@SturgisRally) pages of the City of Sturgis Motorcycle Rally, when reasonably possible.
 - i. The Sponsor will provide social media post content to the City, in a predetermined digital format and according to the respective deadline.
 - ii. The City will attempt to accommodate additional, special event or occasion posts, when reasonably possible.
 - iii. All material is subject to prior approval by the City.

5. Signage / Display / Recognition Benefits.

[illegible]

6. Hospitality / Access / Passes / Event Benefits.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. Physical Activation / Site Use / City-Provided Activation Support.

Sponsor has secured an exterior Exhibit Space of approximately 9,000 square feet, more or less, for Sponsor's marketing and retail purposes.

This Exhibit Space is located at and designated as 965/981 Main Street, Sturgis, SD 57785.

8. Other Approved Benefits.

- A. The City will distribute one (1) single-page Sponsor press release, provided by Sponsor, for the City of Sturgis Motorcycle Rally. This press release is subject to approval by the City prior to distribution.
- B. The City will allow one (1) single-page Sponsor promotional flyer/brochure, provided by Sponsor, to be distributed at City of Sturgis Motorcycle Rally information centers. This promotional flyer/brochure is subject to approval by the City prior to distribution.
- C. The City will display Sponsor's logo on all City of Sturgis Motorcycle Rally materials not yet produced, such as brochures and magazines.
- D. Sponsor may provide promotional information and collateral material at "information areas" designated for Official City of Sturgis Motorcycle Rally Sponsors. This collateral material is subject to approval by the City prior to distribution.

9. No Other Benefits.

No sponsor benefit, City deliverable, exclusivity right, activation right, site-use right, permit, license, approval, advertising placement, media placement, hospitality benefit, or other Rally-related right is granted unless expressly stated in this Exhibit, another Exhibit, or the Agreement.

EXHIBIT B
SPONSORSHIP FEE, PAYMENT TERMS, AND ADDITIONAL SPONSOR OBLIGATIONS

This Exhibit identifies the sponsorship fee, payment terms, and any additional Sponsor obligations not otherwise stated in the Agreement or other Exhibits.

1. Sponsorship Fee.

Sponsor shall pay City the total 2026 sponsorship fee of [REDACTED]
[REDACTED] for the sponsorship rights, sponsor benefits, City deliverables, approved uses, and other rights or benefits stated in the Agreement and applicable Exhibits.

2. Payment Deadline / Schedule.

Sponsor shall pay the sponsorship fee as follows:

[REDACTED]
[REDACTED]
[REDACTED]

If no different payment schedule is stated above, the sponsorship fee must be paid in full before Sponsor receives City deliverables, activation rights, use of City Marks or City-approved creative materials, or other sponsor benefits.

3. Non-Cash or In-Kind Consideration.

Non-cash, in-kind, trade, media, voucher, advertising, or other non-cash consideration: [REDACTED]

Agreed value, documentation requirements, deadlines, and limitations: [REDACTED]

4. Right of First Refusal Premium.

If Sponsor is granted a right of first refusal under Section 1.4, the separate premium or consideration for that right is: [REDACTED]

5. Additional Sponsor Obligations.

Sponsor shall perform the following additional obligations, if any, not otherwise stated in the Agreement or other Exhibits:

- A. During the Term Sponsor grants to CITY a royalty-free, non-exclusive, non-transferable, non-assignable, "non-sub licensable" license to use Sponsor's marks and logos in the form as provided by Sponsor (the "Sponsor Marks") solely in performing City's obligations under this Agreement, subject in each instance to

Sponsor's prior review and approval. The Sponsor Marks may not be revised or altered in any way and must be displayed in the exact same form as provided by Sponsor. Sponsor shall retain full and exclusive ownership of the Sponsor Marks, subject only to the licenses granted herein.

- B. Sponsor will provide City's City of Sturgis Motorcycle Rally logo and link on Sponsor's website.
- C. Sponsor will provide City posts on the Sponsor's social media throughout the year, regarding the City of Sturgis Motorcycle Rally.
 - i. The City will provide post content to Sponsor, in a predetermined digital format and according to the respective deadline.
 - ii. All material is subject to prior approval by the Sponsor, and Sponsor will provide City written notification within forty-eight (48) hours, if City material is not approved.

6. Special Payment or Business Terms. [REDACTED]

EXHIBIT C
CITY MARKS, CITY-APPROVED CREATIVE MATERIALS, AND APPROVED USES

The City Marks and City-approved creative materials identified in this Exhibit may be used only as expressly approved by City and only for approved sponsorship uses under Sections 2.1 and 2.2 of the Agreement.

1. Approved City Marks / City-Approved Creative Materials.

Sponsor may use the following City Marks and City-approved creative materials, subject to the Agreement and City's approval rights:

THE RIDE. THE ROAR. THE RALLY., Registration No. 6867322, International Class 035 and 041

"S" DESIGN Logo, Registration No. 6867323, International Class 035 and 041

"Seal Lockup" Logo, Registration No. 7116020, International Class 035 and 041

"Brand Lockup" Logo, Registration No. 7116021, International Class 035 and 041

City of Sturgis 81st Rally Logo, Serial No. 90657856, International Class 025, 035 and 041

City of Sturgis 82nd Rally Logo, Serial No. 90903754, International Class 025, 035 and 041

83, Serial No. 97393099, International Class 035 and 041

Sturgis 2023 Rally 83 S THE RIDE. THE ROAR. THE RALLY., Registration No. 7088614, International Class 035 and 041

City of Sturgis 84th Rally Logo, as adopted by the City of Sturgis

2025 Sturgis Motorcycle Rally Black Hills South Dakota 85, Serial No. 99077579, International Class 025, 035 and 041

2026 Sturgis Motorcycle Rally Black Hills South Dakota 85, Serial No. 99077579, International Class 025, 035 and 041

STURGIS © Copyright

2. Special or Additional Approved Uses.

- A. The City will provide Sponsor, during the Term of the Agreement, with use of the Official City of Sturgis Motorcycle Rally Marks and Logos as selected by Sponsor for advertising and promotional use.
- i. Promotional use is defined as items produced in the agreed upon quantity, for complementary, free and/or give-away distribution, and does not allow the sale of merchandise.
 - ii. All use must be approved by the City and such use will not be unreasonably withheld or delayed by the City.

[REDACTED]

3. Territory.

Unless otherwise approved by City in writing, Sponsor may use City Marks and City-approved creative materials only within the United States and only for approved sponsorship promotion and activation connected to the Rally.

4. Notice / Attribution.

Sponsor must use TM, ®, or © symbols and ownership notices as directed by City. Sponsor must use only City-provided or City-approved digital files and may not use archival, third-party, recreated, modified, or unapproved versions of City Marks or City-approved creative materials.

5. No Retail Use.

Approval of City Marks or City-approved creative materials in this Exhibit does not authorize retail merchandise use unless a separate written retail merchandise license, written addendum, or other written authorization from City expressly authorizes such use.

EXHIBIT D
OPTIONAL ACTIVATION / SITE USE / CITY-PROVIDED SUPPORT ADDENDUM

Use this Exhibit only if Sponsor will conduct a physical activation, use a City-controlled location, use public right-of-way, or receive City-provided activation support or security. If none, state: "Not applicable."

1. Approved Activation / Site Use.

Approved activation or site use:

Sponsor has secured an exterior Exhibit Space of approximately 9,000 square feet, more or less, with Main Street frontage of approximately 100 feet and depth from Main Street toward the alley of approximately 150 feet, as show in the attached Exhibit D-1 included herein.

Location:

This Exhibit Space is located at and designated as 965/981 Main Street, Sturgis, SD 57785, as show in the attached Exhibit D-1.

Approved dates and times: Not applicable.

Setup period: Not applicable.

Teardown period: Not applicable.

2. Permitted Activities.

Sponsor may conduct only the following activities within the approved activation area:

[REDACTED]

3. City-Provided Operational Support / Security.

City will provide the following activation support or security, if any:

[REDACTED]

Private security / overnight security:

[REDACTED]

Special limitations or conditions: [REDACTED]

City-provided operational support or security does not guarantee prevention of theft, loss, damage, injury, interruption, unauthorized access, or other incident. Sponsor remains responsible for Sponsor's property, equipment, personnel, contractors, vendors, invitees, internal controls, and insurance.

4. Sponsor Responsibilities.

Sponsor shall provide, perform, or be responsible for the following activation-related items:

[REDACTED]

5. Permits, Licenses, Insurance, and Approvals.

Sponsor-obtained permits, licenses, inspections, approvals, insurance, or documentation:

[REDACTED]

City-obtained permits, licenses, inspections, approvals, insurance, or documentation:

[REDACTED]

Deadline for required documentation: [REDACTED]

6. On-Site Responsible Party.

Sponsor's on-site responsible party and emergency contact information must be provided in Exhibit E and kept current during setup, activation, and teardown.

7. No Property Interest / No Subuse.

This Exhibit grants only a temporary, limited, revocable right to use the approved activation area or receive the approved City-provided activation support during the approved period. It does not create a lease, easement, property interest, tenancy, franchise, vendor license, or right to sublease, assign, share, or allow third-party use except as expressly approved by City in writing.

EXHIBIT D-1
Depiction of the Activation

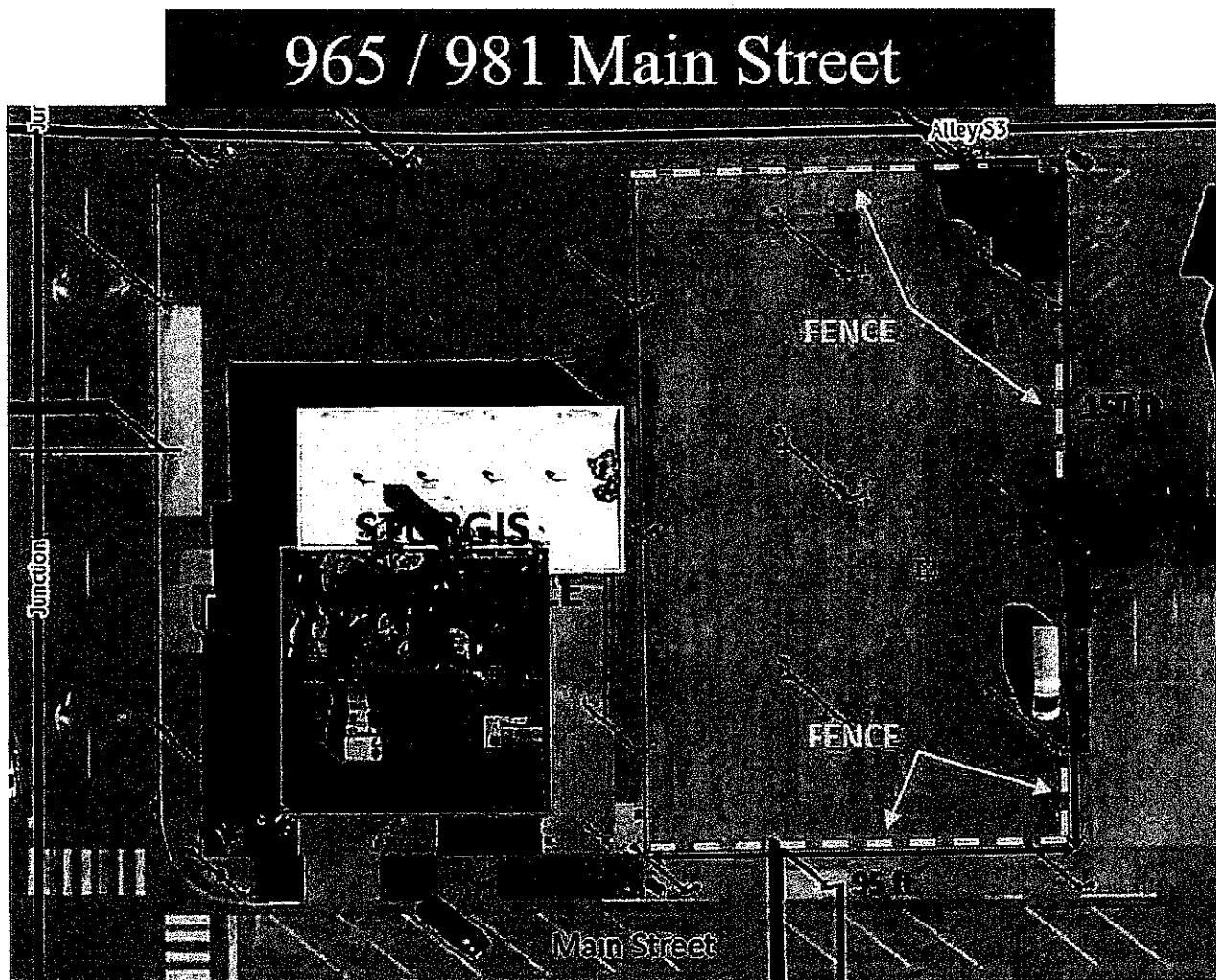


EXHIBIT E
NOTICES AND SPONSOR CONTACT INFORMATION

This Exhibit identifies notice addresses, contract contacts, and, if applicable, on-site or activation contacts for the Parties.

1. City Notice Information.

City of Sturgis
1040 Harley-Davidson Way
Sturgis, South Dakota 57785
Attn: Mayor
Email: SturgisMayor@sturgisgov.com
Phone: 605-347-4422

With a copy to:
City Finance Officer
1040 Harley-Davidson Way
Sturgis, South Dakota 57785
Email: Finance@sturgisgov.com
Phone: 605-347-4422

2. Sponsor Notice Information.

Sponsor Legal Name: Rockford Corporation, d/b/a Rockford Fosgate
Address: 600 S. Rockford Drive, Ste 100, Tempe, AZ 85288
Attn: [REDACTED]
Email: [REDACTED]
Phone: [REDACTED]

3. Sponsor Contract / Business Contact.

Name: [REDACTED]
Title: [REDACTED]
Email: [REDACTED]
Phone: [REDACTED]

4. Sponsor On-Site / Activation Contact.

Complete this Section if Sponsor will conduct any activation, use a City-controlled location, use public right-of-way, receive City-provided activation support or security, or otherwise have on-site operations. If not applicable, state: "Not applicable."

Primary On-Site Responsible Party: [REDACTED]
Title / Role: [REDACTED]
Mobile Phone: [REDACTED]
Email: [REDACTED]
Alternate / Emergency Contact: [REDACTED]
Title / Role: [REDACTED]
Mobile Phone: [REDACTED]
Email: [REDACTED]