

Please publish on December 7 and 14.

NOTICE OF PUBLIC HEARING for the
Sturgis Wastewater System Improvements Project

The City of Sturgis is seeking \$16,647,000 of funding from the Board of Water and Natural Resources for the construction of a Membrane Bioreactor wastewater treatment facility. The project will also include relining approximately 31,500 feet of sewer main, replacement of the current influent line to the treatment facility, and removal of biosolids that have accumulated in an existing wastewater pond

The funds could be either a grant from the state Consolidated Water Facilities Construction Program or a loan from the Clean Water State Revolving Fund (SRF) Program. The Clean Water SRF loan terms are 2.50% for 30 years, and the Board of Water and Natural Resources may forgive all or a portion of loan principal. The amount, source of funds, and terms will be determined by the Board of Water and Natural Resources when the application is presented at a scheduled board meeting. The purpose of the public hearing is to discuss the proposed project, the proposed financing, and the source of repayment for the loan.

The public is invited to attend and comment on the project. The public hearing will be held at Commissioners' Room, Erskine Building, 1300 Sherman Street, Sturgis, SD 57785 on Monday, December 19, 2016 at time.

Published two times at the total approximate cost of \$ _____

Vendor Name	GL Account and Title	Description	Net Invoice Amount
General			
A & B BUSINESS	101-4199-42500 Repairs & Maintenance	RALLY-COPER	151.04
A & J SURPLUS	101-4311-42500 Repairs & Maintenance	STREETS-CASTORS	11.96
AMAZON	101-4551-42600 Supplies & Materials	LIBRARY	3.01-
AMAZON	101-4551-42600 Supplies & Materials	LIBRARY	197.26
AMAZON	101-4551-42600 Supplies & Materials	LIBRARY	7.99
AMAZON	101-4551-42600 Supplies & Materials	LIBRARY	37.50
AMAZON	101-4551-42600 Supplies & Materials	LIBRARY	17.99
AMAZON	101-4551-42600 Supplies & Materials	LIBRARY	29.77
AMAZON	101-4551-42600 Supplies & Materials	LIBRARY	18.80
AMAZON	101-4551-42600 Supplies & Materials	LIBRARY	293.74
AMAZON	101-4551-42600 Supplies & Materials	LIBRARY	32.95
AMERICAN LEGAL SERVICES, I	101-4211-42200 Professional Fees	POLICE - LEGAL DEFENSE PREMIUM	43.44
AVAYA, INC	101-4511-42800 Utilities	COMM CTR-UTILITIES	25.55
BAKER & TAYLOR	101-4551-42600 Supplies & Materials	LIBRARY	95.66
BAKER & TAYLOR	101-4551-42600 Supplies & Materials	LIBRARY	81.92
BAKER & TAYLOR	101-4551-42600 Supplies & Materials	LIBRARY	335.51
BAKER & TAYLOR	101-4551-42600 Supplies & Materials	LIBRARY	65.25
BLACK HILLS ENERGY	101-4111-42800 Utilities	KIWANIS	94.55
BLACK HILLS ENERGY	101-4192-42800 Utilities	BLDGS	225.16
BLACK HILLS ENERGY	101-4311-42800 Utilities	STREETS	946.43
BLACK HILLS ENERGY	101-4316-42800 Utilities	ST LIGHTING	20.76
BLACK HILLS ENERGY	101-4316-42800 Utilities	ST LIGHTING	921.15
BLACK HILLS ENERGY	101-4316-42800 Utilities	ST LIGHTING	9,958.07
BLACK HILLS ENERGY	101-4511-42800 Utilities	COMM CTR	70.90
BLACK HILLS ENERGY	101-4511-42800 Utilities	COMM CTR	190.23
BLACK HILLS ENERGY	101-4520-42800 Utilities	PARKS	51.74
BLACK HILLS ENERGY	101-4520-42800 Utilities	PARKS	705.31
BLACK HILLS ENERGY	101-4560-42800 Utilities	AUDITORIUM	551.10
BLACKHILLS.COM	101-4211-42600 Supplies & Materials	POLICE-ANNUAL FEE	120.00
BURNHAM, ROGER	101-4350-42200 Professional Fees	MONTHLY ALLOCATION	2,800.00
BUTTE ELECTRIC	101-4316-42800 Utilities	STURGIS HILL-UTILITIES	104.68
BUTTE ELECTRIC	101-4316-42800 Utilities	ST LIGHTING-UTILITIES	515.45
CENTURY BUSINESS PRODUC	101-4142-42600 Supplies & Materials	FINANCE-COPIES	46.60
CENTURY BUSINESS PRODUC	101-4143-42600 Supplies & Materials	HR-COPIES	54.37
CENTURY BUSINESS PRODUC	101-4196-42600 Supplies & Materials	PLANNING & PERMITTING-COPIES	.03
CENTURY BUSINESS PRODUC	101-4199-42600 Supplies & Materials -	RALLY-COPIES	.13
CENTURY BUSINESS PRODUC	101-4211-42600 Supplies & Materials	POLICE-COPIES	.14
CENTURY BUSINESS PRODUC	101-4311-42600 Supplies & Materials	STREETS-COPIES	.03
CENTURY BUSINESS PRODUC	101-4520-42600 Supplies & Materials	PARKS-COPIES	.21
DAKOTA BUSINESS CENTER	101-4196-42600 Supplies & Materials	PALNNING & PERMITTING-COPIER	39.42
DAKOTA BUSINESS CENTER	101-4211-42500 Repairs & Maintenance	POLICE-COPER	66.26
FEDEX	101-4199-45210 Merchandise E-Comm	SUPERSTORE SHIPPING	22.49
FEDEX	101-4211-42600 Supplies & Materials	POLICE-POSTAGE	53.02
FREEMAN'S ELECTRIC	101-4192-42500 Repairs & Maintenance	BLDGS-LIGHTS	26.47
GOLDEN WEST TECHNOLOGIE	101-4192-42500 Repairs & Maintenance	BLDGS-NEW LINE	212.50
INLAND TRUCK PARTS	101-4311-42500 Repairs & Maintenance	STREETS-TANSMISSION REPAIR	4,272.50
JENNER EQUIPMENT CO	101-4520-42500 Repairs & Maintenance	PARKS-MIRROR	46.99
KAITFORS, TYLER	101-4511-41500 Group Insurance	INSURANCE REIMB	500.00
KONE INC	101-4192-42500 Repairs & Maintenance	BLDGS-ELEVATOR	151.11
LEVEQUE, VICTOR	101-4211-42700 Travel	POLICE-APPLICATION FEE FOR PAL CHAPTER	275.00
LPN HOLDINGS, LLC	101-4311-42600 Supplies & Materials	STREETS-GRAVEL, SAND	1,650.17
MEADE COUNTY AUDITOR	101-4218-42900 Other	DISPATCH NOVEMBER 2016	13,800.87
MEADE COUNTY TIMES/TRIBU	101-4111-42300 Publishing	ZONING VARIANCE	13.72
MEADE COUNTY TIMES/TRIBU	101-4111-42300 Publishing	MALT BEVERAGE CHANGE	18.37
MEADE COUNTY TIMES/TRIBU	101-4111-42300 Publishing	2017-2019 CLEANING CONTRACT	40.37
MEADE COUNTY TIMES/TRIBU	101-4111-42300 Publishing	11-7-16 COUNCIL MINUTES	294.51
MEADE COUNTY TIMES/TRIBU	101-4211-42900 Other	POLICE-SUBSCRIPTION	52.00

Vendor Name	GL Account and Title	Description	Net Invoice Amount
MOYERS, CHAD	101-4211-42900 Other	POLICE-TRANSPORT	30.00
NEVE'S UNIFORMS, INC.	101-4211-42600 Supplies & Materials	POLICE-CLOTHING ALLOWANCE	157.00
O'BRYAN, MIKE	101-4211-41500 Group Insurance	INSURANCE REIMB	500.00
PITNEY BOWES INC.	101-4199-42600 Supplies & Materials -	RALLY-POSTAGE MACHINE INK	61.19
POSTMASTER	101-4142-42600 Supplies & Materials	POSTAGE FOR WATER BILLS	2,500.00
PRINT MARK-ET	101-4111-42300 Publishing	NEWSLETTER	68.25
PRINT MARK-ET	101-4141-42200 Professional Fees	NEWSLETTER	68.25
PRINT MARK-ET	101-4142-42300 Publishing	NEWSLETTER	68.25
PRINT MARK-ET	101-4143-42300 Publishing	NEWSLETTER	68.25
PRINT MARK-ET	101-4144-42300 Publishing	NEWSLETTER	68.26
PRINT MARK-ET	101-4145-42300 Publishing	NEWSLETTER	68.26
PRINT MARK-ET	101-4196-42300 Publishing	NEWSLETTER	68.26
PRINT MARK-ET	101-4199-42300 Publishing--Rally/Spon	NEWSLETTER	68.26
PRINT MARK-ET	101-4211-42300 Publishing	NEWSLETTER	68.26
PRINT MARK-ET	101-4229-42300 Publishing	NEWSLETTER	68.26
PRINT MARK-ET	101-4311-42300 Publishing	NEWSLETTER	68.26
PRINT MARK-ET	101-4350-42300 Publishing	NEWSLETTER	68.26
PRINT MARK-ET	101-4370-42300 Publishing	NEWSLETTER	68.26
PRINT MARK-ET	101-4511-42300 Publishing	NEWSLETTER	68.26
PRINT MARK-ET	101-4512-42300 Publishing	NEWSLETTER	68.26
PRINT MARK-ET	101-4520-42300 Publishing	NEWSLETTER	68.26
PRINT MARK-ET	101-4551-42300 Publishing	NEWSLETTER	68.26
PUBLIC SAFETY EQUIPMENT C	101-4211-42500 Repairs & Maintenance	POLICE-VIDEO CAMERA EQUIPMENT/INSURANCE	2,610.00
PURCHASE POWER	101-4142-42600 Supplies & Materials	FINANCE - POSTAGE	500.00
RAMKOTA HOTEL	101-4143-42700 Travel	HR-SAFETY CONFERENCE	99.99
RICHTER'S TIRE & EXHAUST, L	101-4229-42500 Repairs & Maintenance	FIRE-TIRE	206.99
RICHTER'S TIRE & EXHAUST, L	101-4229-42600 Supplies & Materials	FIRE-TIRES	984.95
RODENBURG LAW FIRM	101-4350-42200 Professional Fees	BURNHAM GARNISHMENT	700.00
S & C CLEANERS	101-4192-42500 Repairs & Maintenance	BLDGS	3,100.00
SACRISON ASPHALT	101-4311-42600 Supplies & Materials	STREET - ASPHALT	247.80
SACRISON ASPHALT	101-4311-42600 Supplies & Materials	STREET - ASPHALT	245.40
SACRISON ASPHALT	101-4311-42600 Supplies & Materials	STREET - ASPHALT	244.20
SD STATE HISTORICAL SOCIET	101-4551-42600 Supplies & Materials	LIBRARY - BOOKS	51.13
SHEEHAN MACK SALES & EQUI	101-4311-42500 Repairs & Maintenance	STREETS-SEAL, GASKET, KIT	395.17
SPEEDY LUBE, INC.	101-4196-42500 Repairs & Maintenance	PLANNING & PERMITTING-OIL CHANGE	33.29
STEELE, CHRISTINA	101-4111-42600 Supplies & Materials	LEGISLATIVE BREAKFAST DECORATIONS	21.21
TASC - CLIENT INVOICES	101-4141-41500 Group Insurance	FSA ANNUAL RENEWAL	8.20
TASC - CLIENT INVOICES	101-4141-41500 Group Insurance	HRA ANNUAL RENEWAL	12.50
TASC - CLIENT INVOICES	101-4141-41500 Group Insurance	FSA ADMIN FEES	16.95
TASC - CLIENT INVOICES	101-4141-41500 Group Insurance	HRA ADMINISTRATIVE FEES	17.76
TASC - CLIENT INVOICES	101-4142-41500 Group Insurance	FSA ANNUAL RENEWAL	8.20
TASC - CLIENT INVOICES	101-4142-41500 Group Insurance	HRA ANNUAL RENEWAL	12.50
TASC - CLIENT INVOICES	101-4142-41500 Group Insurance	FSA ADMIN FEES	50.85
TASC - CLIENT INVOICES	101-4142-41500 Group Insurance	FSA ADMIN FEES	84.75
TASC - CLIENT INVOICES	101-4142-41500 Group Insurance	HRA ADMINISTRATIVE FEES	88.80
TASC - CLIENT INVOICES	101-4143-41500 Group Insurance	FSA ANNUAL RENEWAL	8.20
TASC - CLIENT INVOICES	101-4143-41500 Group Insurance	HRA ANNUAL RENEWAL	12.50
TASC - CLIENT INVOICES	101-4143-41500 Group Insurance	FSA ADMIN FEES	16.95
TASC - CLIENT INVOICES	101-4144-41500 Group Insurance	FSA ANNUAL RENEWAL	8.20
TASC - CLIENT INVOICES	101-4144-41500 Group Insurance	HRA ANNUAL RENEWAL	12.50
TASC - CLIENT INVOICES	101-4144-41500 Group Insurance	HRA ADMINISTRATIVE FEES	53.28
TASC - CLIENT INVOICES	101-4192-41500 Group Insurance	FSA ANNUAL RENEWAL	8.20
TASC - CLIENT INVOICES	101-4192-41500 Group Insurance	HRA ANNUAL RENEWAL	12.50
TASC - CLIENT INVOICES	101-4196-41500 Group Insurance	FSA ANNUAL RENEWAL	8.20
TASC - CLIENT INVOICES	101-4196-41500 Group Insurance	HRA ANNUAL RENEWAL	12.50
TASC - CLIENT INVOICES	101-4196-41500 Group Insurance	HRA ADMINISTRATIVE FEES	17.79
TASC - CLIENT INVOICES	101-4196-41500 Group Insurance	FSA ADMIN FEES	50.85
TASC - CLIENT INVOICES	101-4199-41500 Group Insurance--Rally	FSA ANNUAL RENEWAL	8.20

Vendor Name	GL Account and Title	Description	Net Invoice Amount
TASC - CLIENT INVOICES	101-4199-41500 Group Insurance--Rally	HRA ANNUAL RENEWAL	12.50
TASC - CLIENT INVOICES	101-4199-41500 Group Insurance--Rally	FSA ADMIN FEES	33.90
TASC - CLIENT INVOICES	101-4199-41500 Group Insurance--Rally	HRA ADMINISTRATIVE FEES	53.28
TASC - CLIENT INVOICES	101-4211-41500 Group Insurance	FSA ANNUAL RENEWAL	8.20
TASC - CLIENT INVOICES	101-4211-41500 Group Insurance	HRA ANNUAL RENEWAL	12.50
TASC - CLIENT INVOICES	101-4211-41500 Group Insurance	FSA ADMIN FEES	152.55
TASC - CLIENT INVOICES	101-4211-41500 Group Insurance	HRA ADMINISTRATIVE FEES	266.85
TASC - CLIENT INVOICES	101-4229-41500 Group Insurance	FSA ANNUAL RENEWAL	8.20
TASC - CLIENT INVOICES	101-4229-41500 Group Insurance	HRA ANNUAL RENEWAL	12.50
TASC - CLIENT INVOICES	101-4311-41500 Group Insurance	FSA ANNUAL RENEWAL	8.20
TASC - CLIENT INVOICES	101-4311-41500 Group Insurance	HRA ANNUAL RENEWAL	12.50
TASC - CLIENT INVOICES	101-4311-41500 Group Insurance	FSA ADMIN FEES	67.80
TASC - CLIENT INVOICES	101-4311-41500 Group Insurance	HRA ADMINISTRATIVE FEES	177.90
TASC - CLIENT INVOICES	101-4370-41500 Group Insurance	FSA ANNUAL RENEWAL	8.20
TASC - CLIENT INVOICES	101-4370-41500 Group Insurance	HRA ANNUAL RENEWAL	12.50
TASC - CLIENT INVOICES	101-4370-41500 Group Insurance	HRA ADMINISTRATIVE FEES	17.76
TASC - CLIENT INVOICES	101-4511-41500 Group Insurance	FSA ANNUAL RENEWAL	8.20
TASC - CLIENT INVOICES	101-4511-41500 Group Insurance	HRA ANNUAL RENEWAL	12.50
TASC - CLIENT INVOICES	101-4511-41500 Group Insurance	FSA ADMIN FEES	67.80
TASC - CLIENT INVOICES	101-4511-41500 Group Insurance	HRA ADMINISTRATIVE FEES	71.04
TASC - CLIENT INVOICES	101-4512-41500 Group Insurance	FSA ANNUAL RENEWAL	8.20
TASC - CLIENT INVOICES	101-4512-41500 Group Insurance	HRA ANNUAL RENEWAL	12.50
TASC - CLIENT INVOICES	101-4512-41500 Group Insurance	HRA ADMINISTRATIVE FEES	35.52
TASC - CLIENT INVOICES	101-4520-41500 Group Insurance	FSA ANNUAL RENEWAL	8.20
TASC - CLIENT INVOICES	101-4520-41500 Group Insurance	HRA ANNUAL RENEWAL	12.50
TASC - CLIENT INVOICES	101-4520-41500 Group Insurance	FSA ADMIN FEES	67.80
TASC - CLIENT INVOICES	101-4520-41500 Group Insurance	HRA ADMINISTRATIVE FEES	106.74
TASC - CLIENT INVOICES	101-4551-41500 Group Insurance	FSA ANNUAL RENEWAL	8.20
TASC - CLIENT INVOICES	101-4551-41500 Group Insurance	HRA ANNUAL RENEWAL	12.50
TASC - CLIENT INVOICES	101-4551-41500 Group Insurance	FSA ADMIN FEES	67.80
TASC - CLIENT INVOICES	101-4551-41500 Group Insurance	HRA ADMINISTRATIVE FEES	71.04
TASER INTERNATIONAL	101-4211-42600 Supplies & Materials	POLICE-HOLSTER, CART, HANDLE	1,495.82
TASTE OF HOME	101-4551-42600 Supplies & Materials	LIBRARY-PERIODICALS	29.98
VAST BUSINESS	101-4198-42800 Utilities	CAMERA	81.99
VAST BUSINESS	101-4211-42800 Utilities	POLICE	255.69
VAST BUSINESS	101-4560-42800 Utilities	AUDITORIUM	100.36
VERIZON WIRELESS	101-4111-42800 Utilities	MAYOR	42.69
VERIZON WIRELESS	101-4141-42800 Utilities	ATTORNEY	64.10
VERIZON WIRELESS	101-4142-42800 Utilities	FINANCE	37.77
VERIZON WIRELESS	101-4143-42800 Utilities	HR	54.10
VERIZON WIRELESS	101-4144-42800 Utilities	MGR	133.20
VERIZON WIRELESS	101-4192-42800 Utilities	BLDGS	54.10
VERIZON WIRELESS	101-4196-42800 Utilities	PLANNING & PERMITTING	232.84
VERIZON WIRELESS	101-4196-42800 Utilities	PLANNING & PERMITTING	40.01
VERIZON WIRELESS	101-4199-42800 Utilities--Rally	RALLY	190.90
VERIZON WIRELESS	101-4211-42600 Supplies & Materials	POLICE	44.98
VERIZON WIRELESS	101-4211-42800 Utilities	POLICE	853.38
VERIZON WIRELESS	101-4229-42800 Utilities	FIRE	59.02
VERIZON WIRELESS	101-4311-42800 Utilities	STREETS	86.43
VERIZON WIRELESS	101-4350-42800 Utilities	AIRPORT	40.01
VERIZON WIRELESS	101-4511-42800 Utilities	COMM CTR	108.20
VERIZON WIRELESS	101-4520-42800 Utilities	PARKS	91.87
VERIZON WIRELESS	101-4551-42800 Utilities	LIBRARY	37.77
WALTON, KATELYN	101-4199-42300 Publishing--Rally/Spon	RALLY-BROCHURE DESIGN	330.00
WEIMER'S DINER & DONUTS	101-4143-42600 Supplies & Materials	HR-FIRST AID CLASS	22.80
WOLKEN, ELAINE	101-4142-41500 Group Insurance	INSURANCE REIMB	500.00

Vendor Name	GL Account and Title	Description	Net Invoice Amount
Total General:			61,159.10
Special Sales Tax			
CHAMBER OF COMMERCE	211-9000-46520 Sturgis Area Chamber	MONTHLY ALLOCATION	9,166.63
DOWNTOWN STURGIS FOUND	211-9000-46530 City Promotion	ADVERTISING MATCHING GRANT	500.00
HOMESLICE MEDIA GROUP, LL	211-9000-46530 City Promotion	ADVERTISING MATCHING GRANT	500.00
STURGIS ECONOMIC DEVELOP	211-9000-46510 Sturgis Economic Dev	EXTRA DISBURSEMENT	1,500.00
STURGIS ECONOMIC DEVELOP	211-9000-46510 Sturgis Economic Dev	MONTHLY PAYMENT	8,333.37
Total Special Sales Tax:			20,000.00
Capital Improvement			
BASELINE SURVEYING, INC.	212-9000-43300 Improvements	BIKE PATH TOPO SURVEY-FT MEADE	4,140.00
BROSZ ENGINEERING, INC.	212-9000-43300 Improvements	AIRPORT APRON REPAIR	317.50
BROSZ ENGINEERING, INC.	212-9000-43300 Improvements	FIRE STATION	350.00
Total Capital Improvement:			4,807.50
Liquor			
ASYMCA	601-4990-45200 Merchandise for Resal	JACK DANIELS MILITARY PATCHES	4,173.41
BELLE JOLI WINERY	601-4990-42620 Off Sale Liquor	LIQUOR	288.00
BLACK HILLS ENERGY	601-4990-42800 Utilities	LIQUOR	1,819.46
CASK & CORK	601-4990-42620 Off Sale Liquor	LIQUOR	122.50
CENTURY BUSINESS PRODUC	601-4990-42600 Supplies & Materials	LIQUOR-COPIES	2.52
DAKOTA'S BEST DISTRIBUTING	601-4990-42640 Snacks for Resale	LIQUOR-SNACKS	126.00
FAT BOYS, INC.	601-4990-45200 Merchandise for Resal	LIQUOR	27.00
FISHER BEVERAGE	601-4990-42660 Off Sale Beer	LIQUOR	26.18-
FISHER BEVERAGE	601-4990-42660 Off Sale Beer	LIQUOR	43.00-
FISHER BEVERAGE	601-4990-42660 Off Sale Beer	LIQUOR	5.63-
FISHER BEVERAGE	601-4990-42660 Off Sale Beer	LIQUOR	23.20
FISHER BEVERAGE	601-4990-42660 Off Sale Beer	LIQUOR	781.40
FISHER BEVERAGE	601-4990-42660 Off Sale Beer	LIQUOR	3,772.25
FISHER BEVERAGE	601-4990-42660 Off Sale Beer	LIQUOR	2,103.90
FISHER BEVERAGE	601-4990-42660 Off Sale Beer	LIQUOR	853.15
JOHNSON WESTERN WHOLES	601-4990-42620 Off Sale Liquor	LIQUOR	312.00
JOHNSON WESTERN WHOLES	601-4990-42620 Off Sale Liquor	LIQUOR	81.00-
JOHNSON WESTERN WHOLES	601-4990-42620 Off Sale Liquor	LIQUOR	42.75-
JOHNSON WESTERN WHOLES	601-4990-42620 Off Sale Liquor	LIQUOR	7.50-
JOHNSON WESTERN WHOLES	601-4990-42620 Off Sale Liquor	LIQUOR	27.00-
JOHNSON WESTERN WHOLES	601-4990-42620 Off Sale Liquor	LIQUOR	37.50-
JOHNSON WESTERN WHOLES	601-4990-42620 Off Sale Liquor	LIQUOR	24.00
JOHNSON WESTERN WHOLES	601-4990-42620 Off Sale Liquor	LIQUOR	10,395.29
JOHNSON WESTERN WHOLES	601-4990-42620 Off Sale Liquor	LIQUOR	2,072.14
JOHNSON WESTERN WHOLES	601-4990-42620 Off Sale Liquor	LIQUOR	4,033.25
JOHNSON WESTERN WHOLES	601-4990-42620 Off Sale Liquor	LIQUOR	489.45
JOHNSON WESTERN WHOLES	601-4990-42620 Off Sale Liquor	LIQUOR	987.00
JOHNSON WESTERN WHOLES	601-4990-42620 Off Sale Liquor	LIQUOR	223.85
JOHNSON WESTERN WHOLES	601-4990-42620 Off Sale Liquor	LIQUOR	13,132.22
JOHNSON WESTERN WHOLES	601-4990-42620 Off Sale Liquor	LIQUOR	89.65
JOHNSON WESTERN WHOLES	601-4990-42650 Pop for Resale	LIQUOR	107.50
JOHNSON WESTERN WHOLES	601-4990-42650 Pop for Resale	LIQUOR	215.00
JOHNSON WESTERN WHOLES	601-4990-42660 Off Sale Beer	LIQUOR	277.50
LPA RETAIL SYSTEMS, INC	601-4990-42200 Professional Fees	LIQUOR-MONTHLY SUPPORT	1,350.00
M & B ENTERPRISES	601-4990-42640 Snacks for Resale	LIQUOR	248.00
OKOBOJI WINES	601-4990-42620 Off Sale Liquor	LIQUOR	600.50
PRAIRIE BERRY, LLC	601-4990-42620 Off Sale Liquor	LIQUOR	981.00
PRINT MARK-ET	601-4990-42300 Publishing	NEWSLETTER	68.26

Vendor Name	GL Account and Title	Description	Net Invoice Amount
QUALITY BRANDS OF THE BLA	601-4990-42660 Off Sale Beer	LIQUOR	202.15
QUALITY BRANDS OF THE BLA	601-4990-42660 Off Sale Beer	LIQUOR	85.65
QUALITY BRANDS OF THE BLA	601-4990-42660 Off Sale Beer	LIQUOR	2,366.65
QUALITY BRANDS OF THE BLA	601-4990-42660 Off Sale Beer	LIQUOR	4,306.85
QUALITY BRANDS OF THE BLA	601-4990-42660 Off Sale Beer	LIQUOR	84.38-
QUALITY BRANDS OF THE BLA	601-4990-42660 Off Sale Beer	LIQUOR	18.90-
QUALITY BRANDS OF THE BLA	601-4990-42660 Off Sale Beer	LIQUOR	176.85-
QUALITY BRANDS OF THE BLA	601-4990-42660 Off Sale Beer	LIQUOR	836.90
QUALITY BRANDS OF THE BLA	601-4990-42660 Off Sale Beer	LIQUOR	5,534.05
QUALITY BRANDS OF THE BLA	601-4990-42660 Off Sale Beer	LIQUOR	86.43-
QUALITY BRANDS OF THE BLA	601-4990-42660 Off Sale Beer	LIQUOR	70.80
QUALITY BRANDS OF THE BLA	601-4990-42660 Off Sale Beer	LIQUOR	24.00
QUALITY BRANDS OF THE BLA	601-4990-42660 Off Sale Beer	LIQUOR	24.00
QUALITY BRANDS OF THE BLA	601-4990-42660 Off Sale Beer	LIQUOR	42.85
REPUBLIC BEVERAGE COMPA	601-4990-42620 Off Sale Liquor	LIQUOR	7,212.74
REPUBLIC BEVERAGE COMPA	601-4990-42620 Off Sale Liquor	LIQUOR	362.69
REPUBLIC BEVERAGE COMPA	601-4990-42620 Off Sale Liquor	LIQUOR	2,592.18
REPUBLIC BEVERAGE COMPA	601-4990-42620 Off Sale Liquor	LIQUOR	6,332.00
REPUBLIC BEVERAGE COMPA	601-4990-42620 Off Sale Liquor	LIQUOR	564.00
REPUBLIC BEVERAGE COMPA	601-4990-42620 Off Sale Liquor	LIQUOR	23,056.92
REPUBLIC BEVERAGE COMPA	601-4990-42620 Off Sale Liquor	LIQUOR	738.20
REPUBLIC BEVERAGE COMPA	601-4990-42620 Off Sale Liquor	LIQUOR	54.52-
SOUTHERN GLAZER'S OF SD	601-4990-42620 Off Sale Liquor	LIQUOR	488.62
SOUTHERN GLAZER'S OF SD	601-4990-42620 Off Sale Liquor	LIQUOR	233.41
SOUTHERN GLAZER'S OF SD	601-4990-42620 Off Sale Liquor	LIQUOR	2,013.98
SOUTHERN GLAZER'S OF SD	601-4990-42620 Off Sale Liquor	LIQUOR	49.22
TAMMI, TRISHELLE	601-4990-41500 Group Insurance	INSURANCE REIMB	409.90
TASC - CLIENT INVOICES	601-4990-41500 Group Insurance	FSA ANNUAL RENEWAL	8.20
TASC - CLIENT INVOICES	601-4990-41500 Group Insurance	HRA ANNUAL RENEWAL	12.50
TASC - CLIENT INVOICES	601-4990-41500 Group Insurance	FSA ADMIN FEES	33.90
TASC - CLIENT INVOICES	601-4990-41500 Group Insurance	HRA ADMINISTRATIVE FEES	35.52
Total Liquor:			106,645.64
Water System Operations			
BLACK HILLS ENERGY	602-4330-42800 Utilities	WATER	42.79
BULAU, KATHY	602-4330-41500 Group Insurance	INSURANCE REIMB	500.00
BUTTE ELECTRIC	602-4330-42800 Utilities	WATER-UTILITIES	183.60
CENTURY BUSINESS PRODUC	602-4330-42600 Supplies & Materials	WATER-COPIES	42.32
DAKOTA PUMP, INC.	602-4330-42500 Repairs & Maintenance	WATER-SCADA MAINTENANCE	1,652.96
HAWKINS, INC.	602-4330-42600 Supplies & Materials	WATER-CHLORINE	1,613.16
HD SUPPLY WATERWORKS	602-4330-42600 Supplies & Materials	WATER-METERS	1,351.01
HEAVY CONSTRUCTORS, INC.	602-4330-43700 Capital Improvement	MAIN STREET RECONSTRUCTION	38,839.20
INLAND TRUCK PARTS	602-4330-42500 Repairs & Maintenance	WATER-AIR CYLINDER	107.45
JENNER EQUIPMENT CO	602-4330-42500 Repairs & Maintenance	WATER-MIRROR	46.99
MIDCONTINENT TESTING LAB,	602-4330-42200 Professional Fees	WATER TESTING	147.00
PRINT MARK-ET	602-4330-42300 Publishing	NEWSLETTER	68.26
RAMKOTA HOTEL	602-4330-42700 Travel	WATER-SAFETY CONFERENCE	99.99
TASC - CLIENT INVOICES	602-4330-41500 Group Insurance	FSA ANNUAL RENEWAL	8.20
TASC - CLIENT INVOICES	602-4330-41500 Group Insurance	HRA ANNUAL RENEWAL	12.50
TASC - CLIENT INVOICES	602-4330-41500 Group Insurance	FSA ADMIN FEES	50.85
TASC - CLIENT INVOICES	602-4330-41500 Group Insurance	HRA ADMINISTRATIVE FEES	88.80
VAST BUSINESS	602-4330-42800 Utilities	WATER	31.86
VERIZON WIRELESS	602-4330-42800 Utilities	WATER	174.10
VERIZON WIRELESS	602-4330-42800 Utilities	WATER	40.01
Total Water System Operations:			45,101.05

Vendor Name	GL Account and Title	Description	Net Invoice Amount
Wastewater Facilities			
BLACK HILLS ENERGY	604-4325-42800 Utilities	WASTEWATER	2,356.71
MID-AMERICAN RESEARCH CH	604-4325-42500 Repairs & Maintenance	WASTEWATER-FOAMING ROOT CONTROL	391.38
MID-AMERICAN RESEARCH CH	604-4325-42500 Repairs & Maintenance	WASTEWATER-CHEMICALS	301.10
PRINT MARK-ET	604-4325-42300 Publishing	NEWSLETTER	68.26
TASC - CLIENT INVOICES	604-4325-41500 Group Insurance	FSA ANNUAL RENEWAL	8.20
TASC - CLIENT INVOICES	604-4325-41500 Group Insurance	HRA ANNUAL RENEWAL	12.50
TASC - CLIENT INVOICES	604-4325-41500 Group Insurance	FSA ADMIN FEES	16.95
TASC - CLIENT INVOICES	604-4325-41500 Group Insurance	HRA ADMINISTRATIVE FEES	53.28
VERIZON WIRELESS	604-4325-42800 Utilities	WASTEWATER	92.59
VERIZON WIRELESS	604-4325-42800 Utilities	WASTEWATER	46.86
Total Wastewater Facilities:			3,347.83
Sanitary Service			
ALL SEASONS PEST CONTROL	612-4323-42600 Supplies & Materials	SANITATION-EXTERMINATION OF BEES	229.00
CENTURY LINK	612-4323-42800 Utilities	SANITATION-UTILITIES	55.44
EDDIES TRUCK SALES	612-4323-42500 Repairs & Maintenance	SANITATION-COOLANT, THERMOSTATE & GASKE	102.40
LAWSON PRODUCTS, INC.	612-4323-42500 Repairs & Maintenance	SANITATION-MISC PARTS	252.35
LAWSON PRODUCTS, INC.	612-4323-42500 Repairs & Maintenance	SANITATION-TUFF TORQ HEX NUT	16.15
LITTLER, LEVI	612-4323-41500 Group Insurance	INSURANCE REIMB	160.56
PRINT MARK-ET	612-4323-42300 Publishing	NEWSLETTER	68.26
TAMMI, DAN	612-4323-41500 Group Insurance	INSURANCE REIMB	500.00
TASC - CLIENT INVOICES	612-4323-41500 Group Insurance	FSA ANNUAL RENEWAL	8.20
TASC - CLIENT INVOICES	612-4323-41500 Group Insurance	HRA ANNUAL RENEWAL	12.50
TASC - CLIENT INVOICES	612-4323-41500 Group Insurance	FSA ADMIN FEES	67.80
TASC - CLIENT INVOICES	612-4323-41500 Group Insurance	HRA ADMINISTRATIVE FEES	124.53
VERIZON WIRELESS	612-4323-42800 Utilities	SANITATION	37.77
Total Sanitary Service:			1,634.96
Ambulance			
ARROW INTERNATIONAL, INC.	644-4460-42600 Supplies & Materials	AMBULANCE-NEEDLES	677.53
CENTURY BUSINESS PRODUC	644-4460-42600 Supplies & Materials	AMBULANCE-COPIER RENTAL	396.80
HENRY SCHEIN	644-4460-42600 Supplies & Materials	AMBULANCE-SUPPLIES	764.62
HENRY SCHEIN	644-4460-42600 Supplies & Materials	AMBULANCE-SUPPLIES	20.00
IMAGE TREND, INC.	644-4460-42600 Supplies & Materials	AMBULANCE-BILLING BRIDGE FEES	321.00
PRINT MARK-ET	644-4460-42300 Publishing	NEWSLETTER	68.26
PURCHASE POWER	644-4460-42600 Supplies & Materials	AMBULANCE-POSTAGE	253.94
SPEARFISH AMBULANCE SERV	644-4460-42200 Professional Fees	AMBULANCE-CPR CARDS	110.00
TASC - CLIENT INVOICES	644-4460-41500 Group Insurance	FSA ANNUAL RENEWAL	8.20
TASC - CLIENT INVOICES	644-4460-41500 Group Insurance	HRA ANNUAL RENEWAL	12.50
TASC - CLIENT INVOICES	644-4460-41500 Group Insurance	FSA ADMIN FEES	67.80
TASC - CLIENT INVOICES	644-4460-41500 Group Insurance	HRA ADMINISTRATIVE FEES	160.11
VERIZON WIRELESS	644-4460-42800 Utilities	AMBULANCE	59.02
VERIZON WIRELESS	644-4460-42800 Utilities	AMBULANCE	160.06
VERIZON WIRELESS	644-4460-42800 Utilities	AMBULANCE	128.72
WEIMER'S DINER & DONUTS	644-4460-42600 Supplies & Materials	AMBULANCE-DONUTS	24.00
Total Ambulance:			3,232.56
Grand Totals:			245,928.64

License # _____

City of Sturgis
SPECIAL EVENTS
Alcoholic Beverage License Application

Business Name: Steve Kuehble
Owner Name: Sadon
Address: Ken McHenry

Telephone #: 605-347-0106

Location of Event:
COMPLETE DESCRIPTION INCLUDING STREET ADDRESS
1075 Farrell
Superior Store
Dates of Event: _____

Description of Event:
Tasting

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

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

Also Include:

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

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

(Rates Double during Rally) TOTAL AMOUNT DUE _____

Copy of Current Valid Alcoholic Beverage License

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

Copy of request attached

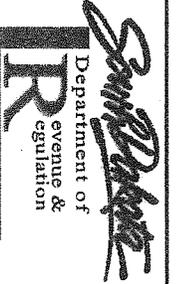
Signature Ken McHenry Date 11-16-10
BUSINESS OWNER OR CORPORATE OFFICER ONLY

OFFICE USE ONLY:

Notice of Hearing Published on _____.

Public Hearing Held on _____.

COUNCIL DECISION: Approved Disapproved



www.state.sd.us/drr

Having made proper application therefore, and upon compliance with all applicable laws and regulations of the state of South Dakota, this license is hereby 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 whatever business or activity is specified on this license, until this license expires or is cancelled.

ISSUE DATE: 03/16/2007

EXPIRATION DATE:

LICENSE NUMBER: 1011-6766-ST

LICENSE TYPE: Sales Tax

ISSUED TO:

KEYCITY ENTERPRISES
931 1ST STREET
STURGIS, SD 57785

NON-TRANSFERABLE

Paul Kinsman
Secretary of Revenue & Regulation



THE KNUCKLE SALOON
931 1ST STREET
STURGIS, SD 57785



http://dor.sd.gov

Having made proper application therefore, and upon compliance with all applicable laws and regulations of the state of South Dakota, this license is hereby 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 whatever business or activity is specified on this license, until this license expires or is cancelled.

ISSUE DATE: 01/01/2016

EXPIRATION DATE: 12/31/2016

LICENSE NUMBER: RL-6034

LICENSE TYPE: Retail On-Sale Liquor

ISSUED TO:

KEY CITY ENTERPRISES LLC
PO BOX 335
STURGIS, SD 57785-0335

THE KNUCKLE SALOON
931 1ST STREET
STURGIS, SD 57785

Andy Gerlach
Secretary of Revenue



2016-2017

201 S. Main Suite B
PO Box 270
Aberdeen, SD 57401



T 605 225 3770
T 877 543 3770
F 605 225 3766

rezattogroup.com

INSURANCE Summary
for
Sturgis Rally Land Company, LLC
Key City Enterprises, LLC

The Knuckle Saloon, The Knuckle Brewing Company, & The Knuckle Trading Post
10/01/2016 - 10/01/2017

PROPERTY:

931 1st Street & 918 2nd Street

\$4,200,000 Building - RC
\$700,000 Contents - RC
Actual Loss Business Income - 12 Months
\$25,000 Sign
Covers: Special Perils Coverage
Replacement Cost Valuation for Building & Contents
\$5,000 Deductible for Building & Contents
Includes Equipment Breakdown Coverage

GENERAL LIABILITY

\$2,000,000 General Aggregate - Bodily Injury & Property Damage
\$1,000,000 Each Occurrence - Bodily Injury & Property Damage
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$100,000 Fire Damage
\$1,000 Medical Payments
\$1,000,000 Hired & Non-owned Auto
\$1,000,000 Liquor Liability
INCLUDES ASSAULT & BATTERY COVERAGE

Based on Total Restaurant/Tavern Sales of \$2,890,000
Based on Retail Sales of \$690,000
Based on Net Video Lottery Revenues of \$20,000
LIABILITY POLICY IS NOT AUDITABLE

CRIME

\$25,000 Employee Dishonesty
\$25,000 Theft, Disappearance, Destruction - Inside (Money)
\$25,000 Theft, Disappearance, Destruction - Outside (Money)
\$1,000 Deductible

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

A. Owner Name and Address

~~Hills Vending, Inc.~~ LORNA Duprel
P.O. Box 417
Sturgis, SD 57785

Owner's Telephone #: (605) 347-4994

B. Business Name and Address

Poker Alice Casino LLC 2640 Lazelle St., Sturgis, SD 57

License Number: _____

Business Telephone #: (605) 347-6440

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Retail (on-off sale) Wine
- Package (off-sale) Liquor
- Retail (on-off sale) Malt Beverage
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package (off sale) Malt Beverage
- Package (off sale) Malt Beverage & SD Farm Wine
- Other (please classify) _____
- Transfer Fee \$150.00

Number of other Package Liquor Licenses held: 0

Number of other On-sale Liquor Licenses held: 0

Is this License in active use? Yes No

D. Legal description of licensed premise:

Lot A of Lot X-1 of Lot X
Schnell's Addition 850 SQ FT IN SE CORNER of
City of Sturgis Building, located on Above
described Lot.

Have you ever been convicted of a felony? Yes No

Do you own or lease this property? (Check one)

E. State Sales Tax Number: 1031-3493-ST

F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864.

G. New license? Transfer? (\$150) Re-issuance?

H. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 11/01/2016 Print Name Lorna Duprel Signature Lorna Duprel

I. Any Application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality? Yes No County: Meade

This application was subscribed and sworn to before me this 3 day of November 2016

Approving Officer's Telephone number 347-4422 Signature: Jay Bue



J. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on _____, Public Hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Application approved for Sunday on-sale operation? Yes No

Are real property taxes paid to date? Yes No

Ineligible for video lottery

Number of video lottery terminals on licensed premise: 0

Renewal - no public hearing held

Amount of fee collected with application \$150.00

Amount of fee retained \$ 75.00

Forwarded with application \$ 75.00

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

If supplement unchanged from last year check this box and sign below.

Affidavit

State of South Dakota)

:ss

County of **Meade**)

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC Hills Vending, Inc.
 Address of office and principal place of business of corporation/partnership/LP/LLC 1844 Junction Ave., Sturgis, SD 57785
 Date of incorporation 12/28/1995
 Date of last report filed with Secretary of State 12/17/2015
 Are all managing officers of this corporation/partnership/LP/LLC of good moral character? Yes
 Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
Allen M. Duprel	President	P.O. Box 417 Sturgis, SD 57785	Lottery & Amusement Games
Lorna J. Duprel	Vice President	P.O. Box 417 Sturgis, SD 57785	Lottery & Amusement Games

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation
Allen M. Duprel	P.O. Box 417 Sturgis, SD 57785	Lottery & Amusement Games
Lorna J. Duprel	P.O. Box 417 Sturgis, SD 57785	Lottery & Amusement Games

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares
Allen M. Duprel	P.O. Box 417 Sturgis, SD 57785	50%
Lorna J. Duprel	P.O. Box 417 Sturgis, SD 57785	50%

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name	Type of License, Financial Interest Held, and Address of Retail Outlet
Lorna Duprel	Hills Vending - 1844 Junction Ave., Sturgis, SD 57785

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

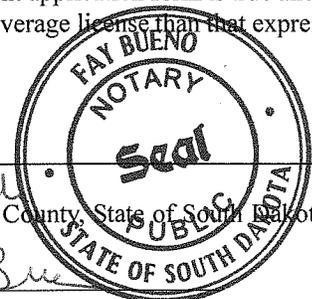
Lorna Duprel

Subscribed and sworn to before me this 3 of November, 2016 Meade County, State of South Dakota.

My commission expires

**My Commission Expires
June 29, 2022**

Fay Bueno
(Notary Public)



Sworn Statement of legal description on Liquor/Wine/Malt Beverage License Application:

Business Name Hills Vending, Inc. dba Poker Alice Casino

(Owner's Name of License) LORNA DUPREL, and for his/her affidavit states and affirms as follows:

1. That the legal description that is described on the license application is the correct legal Description.
2. That the legal description is identical to the previous year's application.
3. If the legal description has been modified, the owner came to the Council to explain the modification on _____

I, Lorna Duprel, declare under penalty of perjury that the foregoing statements are true and correct.

Executed on _____ day of _____, 20__.

Lorna Duprel
Signature

A F F I D A V I T

STATE OF SOUTH DAKOTA)
) ss
COUNTY OF)

WAYNE WEYER & NORMA WEYER, being first duly sworn on oath deposes and says: That on the 8th day of NOVEMBER 2016 she was the owner of the license/business/stock of POKER ALICE CASINO situated on (legal description) Lot A of Lot X-1 of Lot X SCHNEU'S Add. in the (city) county of STURGIS South Dakota and that on the said date he made a transfer/sale of said license operated under an alcoholic beverage license to HILLS VENDING, INC. of STURGIS South Dakota.
WW Lorna Duprel

Wayne Weyer (owner)
(signature)

Norma Weyer (owner)
(signature)

Subscribed and sworn to before me this 9th day of November 2016.

Joyce Ehlers (Notary Public)

Commission Expires: Joyce L. Ehlers
Notary Public
My Commission Expires 7-10-2018

(Notary Seal)

TITLE 14 PARKS & RECREATION

(Entire ordinance revised effective April 1, 2005, Ordinance 2005-4)

Chapters:

- 14.01: General Provisions
- 14.02: Park and Recreation Board
- 14.03: Use of the Fairgrounds
- 14.04: Authority of Chief of Police to Limit Motor Vehicles in Parks
- 14.05: Urban Forestry Board
- 14.06: Rules and Regulations
- 14.07: Appeal Process

Chapter 14.01 GENERAL PROVISIONS

SECTIONS:

- 14.01.01: Scope and Purpose
- 14.01.02: Definitions
- 14.01.03: Penalty

14.01.01: SCOPE AND PURPOSE

The purpose of this Title is to set forth those regulations necessary for the administration, maintenance, management and operation of the City Parks and Recreation Areas.

14.01.02: DEFINITIONS

MOTOR VEHICLE: Any automobile, motor truck, motorcycle, house trailer, trailer, moped and any vehicle propelled by power other than muscular.

PARK TREES: Any trees, shrubs, bushes, and all other woody vegetation in any public park or in any area owned by the City, subject to the sight distance requirements herein after set forth.

PEST: Any organism, insect, rodent, fungus, virus, bacteria, or other agent that causes damage, abnormal growth, or mortality of any shrub, bush or other woody vegetation.

PROPERTY LINE: The property as platted.

PUBLIC RIGHT-OF-WAY: The entire area between property boundaries which is: owned by a government, dedicated to public use, or designated as an easement for public use; primarily used for pedestrian or vehicular travel; and publicly maintained, in whole or in part, for such use. "Right-of-Way" includes without limitation the public street, shoulder, gutter, curb, sidewalk, sidewalk area, parking or parking strip, and any other public way.

STREET TREES: Any trees, shrubs, bushes, and all other woody vegetation on public land or located within a dedicated public right of way or ways within the City. (Revised by Ordinance 2013-24, effective 1/1/2014)

TOPPING: The severe cutting back of limbs to stubs larger than six (6) inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

URBAN FORESTER: Urban Forester employed by the City.

14.01.03: PENALTY

Any violation of the provisions of this Title is a Class 2 misdemeanor punishable by the maximum punishment set forth by the laws of the state of South Dakota pursuant to SDCL 22-6-2. Said punishment may also include payment of any costs and/or restitution authorized by this Title and/or state law.

Chapter 14.02 ~~PARK AND RECREATION BOARD~~

SECTIONS:

- 14.02.01: Park and Recreation Board Established
- 14.02.02: Members, Appointment, Compensation, Bond
- 14.02.03: President, Vice President, Secretary
- 14.02.04: Meetings
- 14.02.05: Powers and Duties
- 14.02.06: Under Authority of City Manager ~~Common Council~~
- 14.02.07: Duties of the President
- 14.02.08: City Council may Prescribe Rules
- 14.02.09: City Manager ~~Council~~ may Close Parks and Recreation Areas
- 14.02.10: Illegal to Enter Closed Park

14.02.01: PARK AND RECREATION BOARD ESTABLISHED

There is hereby created for the City, a Park and Recreation Board consisting of five (5) members. **An additional liaison position**, ~~one of whom~~ shall be **filled** either the Mayor or a member of the City Council.

14.02.02: MEMBERS, APPOINTMENT, COMPENSATION, BOND

All members of the Park and Recreation Board shall be appointed by the City Manager ~~Mayor and confirmed by the City Council~~. The term of each of the appointed members shall be for three (3) years. Thereafter, appointment of each member shall be for terms of three (3) years so that there will be an overlapping of tenure. The members of the Park and Recreation Board are to serve without compensation. Each member of the Board before entering upon his official duties shall ~~give bond to the City in the amount of a least \$500.00 for the faithful performance of his duties and shall take and file an oath in the Finance Office in the usual form the usual oath of office required from such appointive officers of the City to uphold City ordinances and the laws of the state.~~ **The City shall pay the cost of the bond so furnished.**

14.02.03: PRESIDENT, VICE PRESIDENT, SECRETARY

The Board shall elect from its number a President, Vice President, each of whom shall serve for a term of one (1) year or until a successor is elected and qualified, except and unless the said officer so elected is removed from the Park and Recreation Board before the end of his or her term. The Board shall also designate a Secretary. Said Secretary does not need to be a member of the Board.

14.02.04: MEETINGS

The Vice President shall act in the absence or disability of the President.

In the event of death, retirement or removal of an officer from the Park and Recreation Board, a successor shall be elected immediately.

The Secretary of the Board shall keep a record of its proceedings to be **filed promptly after preparation with the City Finance Office** made available upon request **as required by City policy and state law.** ~~law to any member of the City Council at any reasonable time.~~

The Park and Recreation Board shall determine the time of its regular meetings and the number, and the board may hold as many special meetings as it deems proper.

Three (3) members shall constitute a quorum for the transaction of business, but an affirmative vote of at least three (3) members shall be necessary to authorize any action of the Board. All officers of the Park and Recreation Board shall vote on all matters along with other members of the Board.

14.02.05: POWERS AND DUTIES

The Park and Recreation Board shall have all the combined powers and duties that a Park and Recreation Board would have ~~separately~~ as provided by **Chapter 9-38** of the Statutes of the State of South Dakota, and acts amendatory thereto.

14.02.06: UNDER AUTHORITY OF CITY MANAGER ~~COUNCIL~~

The Park and Recreation Board shall be under the control and supervision of the City Manager ~~Council~~ and any City funds to be expended for the management, supervision and improvement of the City parks and recreation areas shall be spent only upon **following City purchasing policy and within the adopted Parks budget which shall be ~~the~~ reviewed by recommendation of** the Park and Recreation Board and approval **by** ~~of~~ the City Council. All vouchers

submitted for expenditures for the management, supervision and improvement of the City parks and recreation areas shall ~~first~~ be **available for review** approved by the Park and Recreation Board at a regular or special meeting and ~~then~~ marked ~~approved~~ by the Secretary of the Park and Recreation Board and ~~then~~ submitted to the City Council for its approval or rejection.

14.02.07: DUTIES OF THE PRESIDENT AND THE BOARD

It shall be the duty of the President of the Park and Recreation Board to preside at all meetings of the Park and Recreation Board. It shall be the duty of the Board to report to the City Council, upon request, advising the Council of all actions taken by the Park and Recreation Board. Each year, the Board shall present to the City, a budget for the recommended and estimated expenditures for the operation and improvement of the City's park and recreation system for the following calendar year.

14.02.08: CITY COUNCIL MAY PRESCRIBE RULES

The City Council may ~~from time to time~~ direct **the City Manager** to prescribe any rules, regulations, and responsibilities of the said Park and Recreation Board by amendment to this Title.

14.02.09: CITY COUNCIL MAY CLOSE PARKS AND RECREATION AREAS

The City Council, at its discretion may, **by resolution** ~~from time to time~~, close any or all of the park and recreation areas in the City to any use or activity whatsoever and prohibit any persons except those authorized by the Chief of Police of the City to enter the park or recreation area. In the event that the City Council desires to close any park or recreation area, it shall consider the recommendation of the City Manager before considering a resolution specifying the park or recreation area being closed and the times it shall be closed. During extraordinary circumstances, Park Areas may be closed by the City Manager or Chief of Police until a regularly scheduled City Council Meeting.

14.02.10: ILLEGAL TO ENTER CLOSED PARK

It shall be a violation of this Ordinance, subject to the punishment set forth above, for any person to enter any park or recreation area that has been closed by the City Council as authorized by this Chapter.

(14.02.08, 14.02.09, 14.02.10 revised effective 11/13/2013, Ordinance 2013-15)

Chapter 14.03

USE OF THE FAIRGROUNDS

SECTIONS:

- 14.03.01: Lease Agreement and Liability Waiver Required
- 14.03.02: Fees
- 14.03.03: Ticket Sales
- 14.03.04: Bond and Insurance—Generally
- 14.03.05: Surety Bond
- 14.03.06: Liability Insurance

14.03.01: LEASE AGREEMENT AND LIABILITY WAIVER REQUIRED

No person may use the Fairgrounds of the City, or any other City owned property designated by the City **Manager** ~~Council~~ to fall under the provisions of this Chapter, for any purpose whatsoever, without first signing a Lease Agreement and/or a Liability Waiver and Release from Liability, as the City deems necessary based upon the anticipated use.

In the event the fairgrounds or any other City owned property designated by the City **Manager** ~~Council~~ to fall under the provisions of this Chapter, are being used for an event, said person shall also agree that all event participants shall sign waivers provided by the City.

In the event said person is using the fairgrounds or any other City owned property designated by the City **Manager** ~~Council~~ to fall under the provisions of this Chapter, for practice of an activity, but not an event, said person shall sign the Liability Waiver and Release from Liability.

Upon City **Manager** approval of the use of the facility, the Lease Agreement and Liability Waiver and Release from Liability forms will be provided for applicant's signature **and upon completion maintained on file at** ~~by the Rally and Events Department or the City Finance Office.~~ (14.03.01 revised by Ordinance 2013-24, effective 1/1/2014)

14.03.02: FEE

No person shall be entitled to use the Fairgrounds or any other City owned property designated by the City ~~Manager~~~~Council~~ to fall under the provisions of this Chapter, without either paying a fee set by the City or by making arrangements in the form of a written rental agreement with the City for use of the property by contribution of labor and/or materials in lieu of a fee.

14.03.03: TICKET SALES

Each lease contract ~~may~~~~shall~~ include a ticket sales and expense reporting requirement. If not stated within the lease contract, then within fifteen (15) days from the completion of the event, lessee ~~may~~~~shall~~ provide an accounting to the City of all tickets sold and all other revenue received for the use of the Fairgrounds. In the event that labor and/or materials are contributed in lieu of cash, then the contribution of labor and/or materials shall be made at the time and in a manner specified in the lease contract for that use. (14.03.03 revised by Ordinance 2014-24, effective 1/1/2014)

14.03.04: DEPOSIT REQUIRED

The City ~~Manager~~ may require as a condition for the use of the Fairgrounds, or any other City owned property designated by the City ~~Manager~~~~Council~~ to fall under the provisions of this Chapter payment of a deposit in the sum of One Thousand Dollars (\$1000.00) in addition to the amount required in the rental agreement.

The deposit shall be returned to the applicant/lessee within ten (10) days after the end of the lease term set forth in the Lease Agreement, provided that the applicant/lessee has cleaned the premises within forty-eight (48) hours after the end of the lease term, and left the premises in the same condition as it existed at the commencement of the lease term.

In the event, any damage has occurred to the premises during the term of the lease, whether said damage was caused by applicant/lessee or a guest or invitee; the City shall deduct the cost of any damage from the deposit. The balance, if any, shall be returned to the applicant/lessee.

14.03.05: LIABILITY WAIVER AND RELEASE FROM LIABILITY

The Liability Waiver and Release from Liability required by the City to be signed by all persons using the fairgrounds or any other City owned property designated by the City ~~Manager~~~~Council~~ to fall under the provisions of this Chapter, and all event participants shall include language to address the following concerns which shall apply to all event participants and his/her/its heirs and/or assigns.

- A. Any person signing said document will immediately upon entering the premises inspect the area and agree that if at any time he/she feels that anything on the premises is unsafe, he/she will immediately advise the Parks Director and will leave the area until the condition is remedied.
- B. Any person signing said document waives, discharges, and covenants not to sue the City or any department thereof or any lessees of the Sturgis Fairgrounds and its directors, officers, agents and employees.
- C. Any person signing the document agrees to indemnify and save and hold harmless the RELEASEES from any loss, liability, damage, or costs they have incurred arising out of or related to the use of said property whether caused by the negligence of the RELEASEES or otherwise.
- D. Any person signing the document assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the use of the designated properties.
- E. Any person signing the document agrees that the document, extends to all acts of negligence by the RELEASEES..

14.03.06: LIABILITY INSURANCE

Any applicant/lessee shall be required to purchase liability insurance, designating the City of Sturgis as a named insured, which shall cover all operations and activities held on the leased premises during the term of the lease. The liability insurance policy shall be with a reputable insurance company licensed to do business in the State of South Dakota. Said policy shall be in the minimum amount of Fifty Thousand Dollars (\$50,000.00) property damage, Five Hundred Thousand Dollars (\$500,000.00) personal injury per person, with an aggregate of at least One Million Dollars (\$1,000,000.00), or a combined single limit of One Million Dollars (\$1,000,000.00). The City shall be named as additional insured on said policy. Said policy on insurance shall be provided to the City at least three (3) days before the beginning of the lease term and must be approved by the City and the City Attorney.

(14.03 amended effective 8/3/2011, Ordinance 2011-05)
(14.03 amended effective 1/1/2014, Ordinance 2013-24)