

PROCEEDINGS OF THE STURGIS CITY COUNCIL

The Common Council of the City of Sturgis met in regular session starting at 6:00 p.m. on Monday, October 17, 2016 at the Erskine Building. Present: Mayor Mark Carstensen, Alderpersons Jason Anderson, Mike Bachand, Rhea Crane, Rod Bradley, Tony Dargatz and Steve Keszler. Also present: City Manager Daniel Ainslie and City Attorney Greg Barnier. Absent: David Martinson and Ronald Waterland.

Motion by Keszler, second by Anderson and carried with all members present voting yes to approve the agenda with the exception of the removal of 11b-1st reading of Title 2.

Motion by Dargatz, second by Crane and carried with all members present voting yes to go into executive session for one legal case, two contracts and one personnel at 6:02 pm.

Motion by Bachand, second by Dargatz to return to regular session at 6:31 pm.

Mayor Mark Carstensen led everyone in the Pledge of Allegiance.

Announcements:

- At the South Dakota Municipal League conference, seven City employees were honored for achieving 20+ years of municipal government service: Kevin Aga (21 years), Fay Bueno (20 years), Drew Grotti (22 years), Rod Heikes (20 years), Bob Looby (21 years), Mike Plaggemeyer (20 years), and Bob Walker (34 years).
- A thank you goes out to the Fire Department for their quick response to the wastewater lagoon fire.
- There will be a ground breaking October 26th at 2:00 pm for the new addition to the Hospital.
- A site visit to the watershed dams took place today with several agencies attending.
- Councilor Bachand had a phone call from Heritage Acres thanking the City for having the Homecoming Parade come by their apartment complex.

Informational Reports:

- Library Board – 9/28/16 minutes
- Planning Commission – 10/04/16 minutes

City Manager Ainslie reported:

- The budget numbers for the end of the 3rd quarter are as follows: General Fund is at 74%; Capital Improvement 86%; Water 63%; Wastewater 50%; Sanitation 64% and Ambulance 73%. Total budget is at 71%.
- Payroll Changes – within budget:
 1. Water Dept – Water Operator – Russ Abernathy - \$17.61; Kyle Stumpf - \$17.28.
 2. Volunteer Fire Dept – Volunteer Firefighters – Cody Harwood, Michael Hagman, Shawn Walker – no wage.

Motion by Crane, second by Anderson and carried with all members present voting yes to approve the following items on the consent calendar:

- a. Consideration to approve the minutes from the October 3, 2016 regular council.
- b. Consideration to approve setting a public hearing on November 7, 2016 for a Malt Beverage License and a Wine License transfer from Lori & Tracy Konst dba Total E'Clips Salon to Luke and Rebecca Ortiz, Tamarack Inc dba Total E'Clips Salon at 920 1st St.

- c. Consideration to approve setting a public hearing on November 7, 2016 for a transfer of location of an Off-Sale Liquor License for the City of Sturgis.
- d. Consideration to approve setting a public hearing on November 7, 2016 for Liquor License and Wine License Renewals for 2017.
- e. Consideration to approve the ESGR Statement of Support 2016.
- f. Consideration to approve Resolution 2016-53 – Re-Plat of Lot 2R for Regional Health Network.

**RESOLUTION 2016-53
RESOLUTION APPROVING PLAT**

WHEREAS, the statutes of the State of South Dakota require that plats of property within the jurisdiction of the City of Sturgis be submitted to the governing body for approval before the same are recorded in the Office of the Register of Deeds; and

WHEREAS, the City of Sturgis Planning and Zoning have presented to the Common Council of the City of Sturgis a plat of the following described real property for Regional Health Network:

PLAT OF LOT 2R, HOSPITAL SUBDIVISION (formerly Lots 27-30 and vacated alley laying adjacent in Block 4 of McMillan's Southern Addition to Sturgis, and Lot 2 of Hospital Subdivision) LOCATED IN THE SW1/4 OF SW1/4, SECTION 10, T5N, R5E, BHM, CITY OF STURGIS, MEADE COUNTY, SOUTH DAKOTA

WHEREAS, said plat meets the requirements of the statutes in all things, now therefore,

BE IT RESOLVED by the Common Council of the City of Sturgis, South Dakota, that the within and foregoing plat is hereby approved.

Dated this 17th day of October, 2016.

Published: 10/26/2016

Effective: 11/16/2016

- g. Consideration to approve Resolution 2016-54 – Plat of Lot 2B-1 & 2F-1 of Industrial Park Subdivision for SEDC.

**RESOLUTION 2016-54
RESOLUTION APPROVING PLAT**

WHEREAS, the statutes of the State of South Dakota require that plats of property within the jurisdiction of the City of Sturgis be submitted to the governing body for approval before the same are recorded in the Office of the Register of Deeds; and

WHEREAS, the City of Sturgis Planning and Zoning have presented to the Common Council of the City of Sturgis a plat of the following described real property for JBB Ventures, LLC and Sturgis Economic Development Corp.:

Plat of Lot 2B-1 and Lot 2F-1 of Sturgis Industrial Park Subdivision. Formerly lot 2B Revised and Lot 2F Revised of Sturgis Industrial Park Subdivision, Located in the South ½ of Section 6, Township 5 North, Range 5 East, Black Hills Meridian, City of Sturgis, Meade County, South Dakota.

WHEREAS, said plat meets the requirements of the statutes in all things, now therefore,

BE IT RESOLVED by the Common Council of the City of Sturgis, South Dakota, that the within and foregoing plat is hereby approved.

Dated this 17th day of October, 2016.

Published: 10/26/2016

Effective: 11/16/2016

- h.** Consideration to approve Resolution 2016-55 – Re-Plat of Lots 26-33, Bk 6, Fort Meade Addition, Sturgis Motorcycle Museum.

**RESOLUTION 2016-55
RESOLUTION APPROVING PLAT**

WHEREAS, the statutes of the State of South Dakota require that plats of property within the jurisdiction of the City of Sturgis be submitted to the governing body for approval before the same are recorded in the Office of the Register of Deeds; and

WHEREAS, the City of Sturgis Planning and Zoning have presented to the Common Council of the City of Sturgis a plat of the following described real property for Sturgis Motorcycle Museum:

Plat of Lot SMM in Block 6 of Fort Meade Addition Formerly Lots 26 thru 33 in Block 6 of Fort Meade Addition, Located in the NW1/4NW1/4, Section 10, T.5.N., R.5.E., B.H.M., City of Sturgis, Meade County, South Dakota.

WHEREAS, said plat meets the requirements of the statutes in all things, now therefore,

BE IT RESOLVED by the Common Council of the City of Sturgis, South Dakota, that the within and foregoing plat is hereby approved.

Dated this 17th day of October, 2016.

Published: 10/26/2016

Effective: 11/16/2016

- i.** Consideration to approve Resolution 2016-56 – Meade Co Hazard Mitigation Plan.

**RESOLUTION 2016-56
RESOLUTION IN SUPPORT OF AND ADOPTING THE HAZARD MITIGATION PLAN
FOR MEADE COUNTY DATED OCTOBER 19, 2016**

WHEREAS, the Sturgis City Council supports the contents of the Hazard Mitigation Plan for Meade County; and

WHEREAS, the Hazard Mitigation Plan for Meade County will be utilized as a guide for planning related to FEMA Hazard Mitigation and other purposed as deemed appropriate by the City of Sturgis.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Sturgis City Council hereby adopts, supports and will facilitate the Hazard Mitigation Plan for Meade County's implementation.

Dated this 17th day of October, 2016.

Published: 10/26/2016

Effective: 11/16/2016

- j. Consideration to approve Resolution 2016-57 – Sturgis Emergency Operations Plan.

RESOLUTION 2016-57

**RESOLUTION IN SUPPORT OF AND ADOPTING THE STURGIS
EMERGENCY OPERATIONS PLAN**

WHEREAS, the Sturgis City Council supports the contents of the Emergency Operations Plan;
and

WHEREAS, the Emergency Operations Plan will be utilized as a guide for planning related to
FEMA Mitigation and other purposed as deemed appropriate by the City of Sturgis.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Sturgis City Council hereby adopts,
supports and will facilitate the Emergency Operations Plan implementation.

Dated this 17TH day of October, 2016.

Published: 10/26/2016

Effective: 11/16/2016

- k. Consideration to approve Resolution 2016-58 – Sturgis Emergency Response Plan for
Drinking & Wastewater Systems.

RESOLUTION 2016-58

**RESOLUTION IN SUPPORT OF AND ADOPTING THE EMERGENCY RESPONSE
PLAN FOR DRINKING AND WASTEWATER SYSTEMS**

WHEREAS, the Sturgis City Council supports the contents of the Emergency Response Plan for
Drinking and Wastewater Systems; and

WHEREAS, the Emergency Response Plan for Drinking and Wastewater Systems will be utilized
as a guide for planning related to FEMA Mitigation and other purposed as deemed appropriate by
the City of Sturgis.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Sturgis City Council hereby adopts,
supports and will facilitate the Emergency Response Plan for Drinking and Wastewater Systems
implementation.

Dated this 17TH day of October, 2016.

Published: 10/26/2016

Effective: 11/16/2016

- l. Consideration to approve Resolution 2016-59 – Airport Emergency Response Plan.

RESOLUTION 2016-59

**RESOLUTION IN SUPPORT OF AND ADOPTING
THE AIRPORT EMERGENCY RESPONSE PLAN**

WHEREAS, the Sturgis City Council supports the contents of the Airport Emergency Response Plan; and

WHEREAS, the Airport Emergency Response Plan will be utilized as a guide for planning related to FEMA Hazard Mitigation and other purposed as deemed appropriate by the City of Sturgis.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Sturgis City Council hereby adopts, supports and will facilitate the Airport Emergency Response Plan implementation.

Dated this 17TH day of October, 2016.

Published: 10/26/2016

Effective: 11/16/2016

- m. Consideration to approve Resolution 2016-60 – Sturgis Disaster Recovery Plan.

RESOLUTION 2016-60

RESOLUTION IN SUPPORT OF AND ADOPTING THE STURGIS DISASTER RECOVERY PLAN

WHEREAS, the Sturgis City Council supports the contents of the Disaster Recovery Plan; and

WHEREAS, the Disaster Recovery Plan will be utilized as a guide for planning related to FEMA mitigation and other purposed as deemed appropriate by the City of Sturgis.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Sturgis City Council hereby adopts, supports and will facilitate the Disaster Recovery Plan implementation.

Dated this 17TH day of October, 2016.

Published: 10/26/2016

Effective: 11/16/2016

- n. Consideration to approve Resolution 2016-61 – Assistance from GF & P to study and manage the Sturgis Watershed Fisheries.

RESOLUTION 2016 - 61

A RESOLUTION OF THE CITY OF STURGIS COMMON COUNCIL REQUESTING ASSISTANCE FROM STATE OF SOUTH DAKOTA GAME FISH AND PARKS TO STUDY AND MANAGE THE STURGIS WATERSHED FISHERIES

WHEREAS, on January 19, 2016, the Common Council of the City of Sturgis unanimously passed Resolution 2016-13; and,

WHEREAS, Resolution 2016-13 sought to responsibly increase access and use by the public of the Sturgis Watershed in the near future; and,

WHEREAS, the South Dakota Game, Fish and Parks' vision statement is "The South Dakota Game, Fish and Parks will conserve our state's outdoor heritage to enhance the quality of life for current and future generations."; and,

WHEREAS, the South Dakota Game, Fish and Parks' mission statement is "The South Dakota Game, Fish and Parks provides sustainable outdoor recreational opportunities through

responsible management of our state's parks, fisheries and wildlife by fostering partnerships, cultivating stewardship and safely connecting people with the outdoors.”; and,

WHEREAS, among the most unique outdoor recreational and environmental assets of the Sturgis Watershed property are several fisheries; and,

WHEREAS, the proper development and maintenance of these fisheries is one of greatest needs which must be met in order to increase the public’s access and sustainable use of the Sturgis Watershed.

NOW THEREFORE, BE IT RESOLVED that the Common Council of the City of Sturgis seeks to work in coordination with the State of South Dakota Game Fish and Parks to study and develop a plan for the management of the Sturgis Watershed fisheries. The Common Council further authorizes the City Manager to complete negotiations and all necessary documents in order to effectuate this Resolution.

Dated this 17th day of October, 2016.

Published: 10/26/2016

Effective: 11/16/2016

Motion by Bachand, second by Anderson and carried with all members present voting yes to approve the following claims:

Wages – Ambulance \$26,732.51; Attorney \$3475.02; Auditorium \$179.36; Buildings \$1079.36; Cemetery \$3640.62; City Manager \$4652.45; Community Center \$10,439.16; Finance Office \$8656.70; Fire Department \$270.41; Human Resource \$2646.48; Library \$8431.34; Liquor \$6635.53; Mayor and Council \$3554.50; Parks \$8435.87; Planning & Permitting \$7065.71; Police \$36,917.01; Rally \$6873.05; Recreation \$3265.68; Sanitary Service \$14,008.19; Streets \$11,720.18; Wastewater \$8079.77; Water \$12,804.05; Federal Withholding \$18,428.23; FICA \$13,713.01.

GENERAL – A&B Business, \$241.93, sup; A&J Surplus, \$29.52, rep; Allegiant Emergency Services, \$362.76, rep; Amcon, \$211.92, resale; Avaya, \$25.55, util; BH Chemical, \$1,891.52, sup; BH Energy, \$15,612.69, util; BH Garage Doors, \$250.00, sup; BH Urgent Care, \$599.79, prof fee; Troy Burns, \$457.96, rep; Butte Electric, \$547.42, util; Campbell Supply, \$674.13, sup; Caselle, \$1,479.00, prof fee; CBH, \$10,547.38, sup; City of Sturgis Water Dept, \$9,911.56, util; Coca cola, \$492.00, sup; Culligan of the BH, \$12.00, sup; Culligan of the Northern Hills, \$45.50, util; Dakota Business Center, \$61.50, rep; Dakota Hardware, \$447.69, sup; Dana’s Plumbing, \$305.45, rep; EB Communications, \$108.00, prof fee; Ecolab Pest Eliminator, \$370.67, rep; Eddies Truck Sales, \$12.49, rep; Epic Outdoor Advertising, \$1,100.00, pub; First Interstate MasterCard, \$71,189.64, sup; Freeman’s Electric, \$250.00, rep; General Traffic controls, \$583.97, rep; Godfrey Brake Service, \$273.75, rep; Grimm’s Pump & Industrial, \$560.58, sup; Grocery Mart, \$745.82, sup; Ken Grosch, \$60.00, other; Marcella Hale, \$225.00, sell back; Harvey’s Lock Shop, \$108.28, sup; Hillyard, \$46.55, sup; Cody Hullinger, \$450.00, pub; KT Connections, \$952.28, prof fee; Ketel Thorstenson, \$1,000.00, prof fee; Knight Security, \$207.99, rep; Leaning Door Enterprises, \$186.16, rep; Lynn’s Dakotamart, \$256.87, sup; MB Tree & Landscape, \$1,500.00, other; Meade County Auditor, \$54,332.57, other; Meade County Times Tribune, \$929.79, pub; Menard’s, \$24.97, sup; Midco Business, \$41.98, util; MDU, \$2,782.53, util; Motionsoft, \$450.00, prof fee; Neve’s Uniforms, \$127.85, sup; Newkirk’s Ace Hardware, \$53.97, sup; Northern Hills Vet Clinic, \$1,151.59, prof fee; Oreilly auto Parts, \$42.07, rep; Richard Otten, \$305.00, refund; Owens Interstate Sales, \$697.14, sup; Park Avenue Car Wash, \$25.60, sup; Petty Cash, \$63.40, other; Pitney Bowes, \$345.48, rent; Print Mark-et, \$1,159.48, pub; Public Risk Management, \$385.00, prof fee; Public Safety Equipment, \$747.00,

equip; Purchase Power, \$400.00, sup; Rapid Delivery, \$12.08, rep; Rapid Fire Protection, \$100.00, sup; Rasmussen Mechanical Services, \$12,215.68, rep; Robert Sharp & Associates, \$836.00, pub; Rushmore Office Supply, \$1,178.82, sup; Lance Scherer, \$2,134.53, travel; Schwans, \$54.35, resale; Servall Towel & Linen, \$701.27, rep; Shooters Images, \$1,000.00, sup; Shopko Stores, \$43.66, sup; Sinks N More, \$254.55, sup; Speedy Lube, \$39.77, rep; Sturgis NAPA, \$641.93, rep; Sturgis Volunteer Fire Dept, \$95.00, refund; Town-N-Country Plumbing, \$139.44, sup; Twilight First Aid & Safety, \$132.30, sup; VAST Business, \$2,030.56, util; Verizon Wireless, \$144.17, util; Veteran's Club, \$75.00, refund; West Payment Center, \$160.32, prof fee; West River Electric Assn, \$479.16, util.

CAPITAL IMPROVEMENT – First Interstate MasterCard, \$1,400.00; Fourfront Design, \$1,452.37; Heavy Constructors, \$147,091.80; Lumichron, \$5,246.15.

BUSINESS IMPROVEMENT DISTRICT – BH Energy, \$267.44, util; BH Pioneer/Weekly Pro, \$331.80, pub; Campbell Supply, \$4.78, sup; Chamber of Commerce, \$1,301.35, other; Duhamel Broadcasting, \$756.00, pub; First Interstate MasterCard, \$53.44, pub; Kieffer Sanitation, \$68.00, sup; Lynn's Dakotamart, \$12.90, sup; MDU, \$30.68, util; Rapid City Journal, \$80.32, pub; Rapid Digital Solutions, \$2,330.84, other; Rushmore Office Supply, \$10.50, sup; Stec's Advertising, \$1,262.25, sup; Sturgis Transit, \$402.50, sup; The Homeslice Group, \$1,525.11, pub; VAST, \$312.30, util.

TIF #11 SPM – Petty Cash, \$30.00, other.

LIQUOR – A&B Welding, \$10.23, sup; Amcon Distributing, \$696.78, resale; Arctic Glacier USA, \$396.24, resale; BH Urgent Care, \$83.96, prof fee; City of Sturgis Water Dept, \$277.41, util; Coca Cola, \$580.90, resale; Ecolab Pets Eliminator, \$110.75, rep; Fat Boys, \$264.50, resale; First Interstate MasterCard, \$1,357.22, resale; Fisher Beverage, \$7,782.50, resale; Johnson Western Wholesale, \$22,274.38, resale; KT Connections, \$67.93, prof fee; LPA Retail Systems, \$1,350.00, prof fee; Mobile Mini, \$125.95, sup; MDU, \$14.54, util; Pepsi Cola, \$229.60, resale; Prairie Berry, \$996.00, resale; Print Mark-et, \$68.21, pub; Quality Brands of the BH, \$7,917.39, resale; Republic, \$38,012.48, resale; Rushmore Office Supply, \$238.72, sup; Servall Towel & Linen, \$178.73, sup; Southern Glazers's of SD, \$1,405.20, resale; The Homeslice Group, \$5,680.00, pub; Valiant Vineyard, \$132.00, resale; VAST, \$288.00, util.

WATER – Affordably Creative Engineering Services, \$3,305.00, cap imp; BH Energy, \$9,587.98, util; BH Urgent Care, \$137.97, prof fee; Butte Electric, \$927.96, util; City of Sturgis Water, \$118.25, util; MDU, \$133.88, util; Einer Mortenson, \$2,500.00, refund; Petty Cash, \$3.42, sup; Print Mark-et, \$68.21, pub; Short Construction, \$2,500.00, refund; VAST, \$140.32, util.

WASTEWATER – A&J Surplus, \$46.00, rep; American Engineering Testing, \$8,400.00, imp BH Urgent Care, \$83.96, prof fee; Campbell Supply, \$91.65, rep; City of Sturgis Water, \$21.48, util; Dakota Hardware, \$21.33, rep; KT Connections, \$67.93, prof fee; Midcontinent Testing Lab, \$518.40, prof fee; Oreilly Auto Parts, \$4.16, rep; Owens Interstate Sales, \$31.62, rep; PKG Contracting, \$83,790.05, cap imp; Print Mark-et, \$68.21, pub; Sturgis NAPA, \$283.05, rep; Verizon, \$46.92, util.

SANITATION – BH Energy, \$12.00, util; BH Urgent Care, \$53.96, prof fee; Campbell Supply, \$53.97, rep; CBH, \$1,835.19, sup; Century Business Products, \$271.33, prof fee; Century Link, \$54.38, util; City of Belle Fourche, \$21,476.08, other; Fastenal, \$74.44, rep; Inland Truck Parts, \$58.05, rep; KT connections, \$67.93, prof fee; Kieffer Sanitation, \$41,082.60, sup; Lynn's Dakotamart, \$29.95, sup; Richard Otten, \$255.00, refund; Print Mark-et, \$68.21, pub; Rushmore Office Supply, \$212.90, sup; Sturgis NAPA, \$242.63, rep.

AMBULANCE - A& B Welding, \$186.30, sup; BH Energy, \$599.74, util; Campbell Supply, \$10.89, sup; CBH, \$1,441.19, sup; City of Sturgis Water, \$365.72, util; Coca Cola, \$34.04, sup; Dakota Hardware, \$47.83, rep; Dale's Tire & Retreading, \$669.12, sup; First Interstate MasterCard, \$660.54, sup; Fourthought Life Insurance, \$141.46, refund; Grocery Mart, \$372.52, sup; Hersrud Co., \$572.78, rep; KT Connections, \$67.93, prof fee; Kreislers, \$4,561.50, sup; Gloria Larson, \$107.68, refund; Lynn's Dakotamart, \$316.24, sup; Medicare part B, \$554.56, refund; MDU, \$26.05, util; Oreilly Auto Parts, \$23.17, sup; Print Mark-et, \$68.21, pub;

Rushmore Office Supply, \$216.69, sup; Shopko Stores, \$9.99, sup; Sturgis NAPA, \$173.79, sup; Sturgis Volunteer Fire Dept, \$300.00, reimb; VAST, \$143.52, util; Verizon, \$16.18, uti.

Motion by Bachand, second by Keszler and carried with all members present voting yes to approve for Gustafson Development Company, LP a Zoning Amendment from Low Density Residential to PUD (Planned Unit Development) for parcels bounded by Moose Drive, Dolan Creek Road and Ferguson Drive; best described as Lots 7 – 11 and Remainder A2 of the Hurley Subdivision. This will be a Senior Living Development.

Motion by Anderson, second by Dargatz and carried with all members present voting yes to approve an 8’ variance for the side setback on the west side of the property located at 1407 Main in the General Commercial Zone for Larry and Connie Plaggemeyer to build a permanent structure (carport) to within 2’ of the property line. This structure cannot be a fully constructed garage it must be a carport.

Several citizens stated their approval and concerns on this request to have an in-home business. There was a search of FFL’s and there are 18 in the Sturgis area. The Council was in agreement that they must address the in-home ordinance and make some changes. Motion by Anderson, second by Crane and carried with Carstensen, Anderson, Crane, Dargatz and Keszler voting yes, Bachand and Bradley voting no, to approve a Use on Review for Jeramiah Cano for an in-home firearm sales at 3390 Canyon View with the stipulation that there be no visible advertising on property or off property and that the sales tax information be submitted to the Finance Office quarterly. This is a traditional 1-year use on review.

Motion by Bachand, second by Crane and carried with Carstensen, Anderson, Bachand, Crane, Dargatz and Keszler voting yes, Bradley abstaining, to approve a Transfer of Malt Beverage license from Five Rocks LLC to 1337 Main LLC.

The following bid schedule was received from Weston Engineering: Group #1-\$9,875; Group #2 - \$6,540; Group #3-\$49,985; Group #4 - \$47,325; Group #5-\$2,675; Group #6-\$15,740; Group #7- \$29,907; Group #8 - \$2,945 for a total of \$164,992. Only one bid was received.

Motion by Bachand, second by Dargatz and carried with all members present voting yes to approve the bid of \$164,992 from Weston Engineering for Well #7 Modifications and to have the City Manager to sign all needed documents.

Any other business:
None

Motion by Dargatz, second by Keszler and carried with all members present voting yes to go into executive session for personnel and contract matter at 7:36 pm.

Motion by Anderson, second by Crane and carried with all members present voting yes to return to regular session at 9:55 pm.

Motion by Dargatz, seconded by Crane and carried with all members present voting yes to adjourn the meeting at 9:57 pm.

ATTEST: _____
Fay Bueno, Finance Officer

APPROVED _____
Mark Carstensen, Mayor

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
FUNDING AGREEMENT

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the city of Sturgis, South Dakota," referred to in this Agreement as the "CITY."

BACKGROUND:

1. The CITY wants the STATE to install span wire flashing beacon at the intersection of United States Highway 14A (US14A) and Moose Drive to be used during the Sturgis Motorcycle Rally, referred to in this Agreement as the "PROJECT."
2. The STATE is willing to add the PROJECT to the STATE'S contract with Heavy Constructors, Inc.

THE STATE AND THE CITY MUTUALLY AGREE AS FOLLOWS:

1. The STATE will add the PROJECT to the STATE'S contract with Heavy Constructors, Inc. as a construction change order.
2. The CITY and the STATE will share in the cost for the materials and installation of the PROJECT. The CITY will reimburse the STATE for one-third (1/3) of the PROJECT costs for materials and installation in the amount of Fifteen Thousand Six Hundred Sixty-eight Dollars and Thirty-six Cents (\$15,668.36).
3. The CITY will provide electric power necessary to operate the span wire flashing beacon and will provide all necessary maintenance and replacements, in kind, of all parts and apparatus of the span wire flashing beacon, to insure the continuing operation of the span wire flashing beacon until such time as the parties to this Agreement agree to discontinue the operation of the system.
4. Either party may terminate this Agreement upon thirty (30) days' written notice to other party.
5. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties.
6. While performing services under this Agreement, the CITY is an independent contractor and not an officer, agent, or employee of the STATE.

No employee of the CITY engaged in the performance of services required under this Agreement will be considered an employee of the STATE. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided or to be rendered under this Agreement by the CITY will be the STATE'S obligation or responsibility.

7. The CITY will comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The CITY will procure all licenses, permits, or other rights necessary for the fulfillment of its obligation under this Agreement.
8. The CITY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this Agreement. This section does not require the CITY to be responsible for or defend against claims or damages arising from errors or omissions of the STATE, its officers, agents, or employees.

9. This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
10. If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision.
11. All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to the subject matter.
12. The CITY has designated its City Manager as the CITY'S authorized representative and has empowered the City Manager with the authority to sign this Agreement on behalf of the CITY. A copy of the CITY'S Commission minutes or resolution authorizing the execution of this Agreement by the City Manager as the CITY'S authorized representative is attached to this Agreement as **Exhibit A**.

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the CITY to enter into the same.

City of Sturgis, South Dakota By: _____ Its: City Manager Date: _____ Attest: _____ City Auditor/Clerk	State of South Dakota Department of Transportation By: _____ Its: Region Engineer Date: _____ Approved as to Form:  _____ Special Assistant Attorney General
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(CITY SEAL)

Planning Commission City Council Report

November 7, 2016
Christina Steele, Planning & Zoning Coordinator
Use on Review – William Kyle Coshow

Background/History

Set public hearing for November 21, 2016.

Application for a Use on Review to operate an in-home business. The nature of the business is light machining and gun smithing. The residence is located at 1218 Cedar which is located on a cul-de-sac in an area zoned Medium-Density Residential. The applicant does not know of any covenants prohibiting an in-home business. The applicant has stated that this is an incubator business and the intent is to do well enough to expand into a commercial or industrial area within 1 to 3 years. This is a wholesale custom parts business, therefore there would not be noticeable traffic to or from the residence. The Code Enforcement Officer conducted an on-site visit to the residence on November 1 and reports that noise would be very minimal as the garage where the equipment is used is well insulated and the equipment is relatively quiet.

Staff Recommendations

This request has been reviewed by staff with no concerns noted. Notifications were sent to all neighboring land owners within 200' of the property with the following results:

Total notices = 22
Approve = 55% (12)
Disapprove = 9% (2) No reason given
No Response = 37% (8)

Budget Impact

There is no direct impact on the budget at this time.

Recommendation:

The Planning and Zoning Commission recommended approval 6-1.

Use on Review Application



Planning & Zoning Department
1040 Harley-Davidson Way, Sturgis SD 57785
Phone: (605) 347-4422 ext. 209 Fax: (605) 347-4861
Email: csteele@sturgisgov.com

APPLICANTS INFORMATION

APPLICATION FEE: \$100 plus costs associated with the formal notification process.

Applicant Name: ^{Brooke} William Kyle Coshow

If Applicant is not the Owner, state the relationship:

Applicants Address: 1218 Cedar Drive

Applicants Phone: 605-720-0871 cell: Email: coshow@rushmore.com

Legal Description of property including parcel number: Lot 16, Block 5 of Pine Acres Subdivision,
Parcel#01.73.05.16

Property Owner(s) Name (if not applicant): William Kyle & Brooke Coshow

Address (if not applicant):

Existing Property Use (include current zoning): Residence *Medium Density.*

Describe Proposed Use (including start/stop dates): Light machining and gunsmithing. Start date upon approval.
Stop date when outgrow garage, goal of 3 years.

Reason for Request: Home-based business in a residential area.

W.K. Coshow
Applicant's Signature

Brooke Coshow
Land Owner's Signature (if different)

Deadline: Completed applications including all required documentation must be turned in to the Planning Office. All required notifications and public notices must be complete prior to being placed on the next Planning & Zoning agenda. The notification process can take up to three weeks. Additional information may be required.

FOR STAFF USE ONLY

Application & \$100 fee Mailing Fees Paid
Amount: 155.93

Date Received: 9/28 Received By: Dropped off.

Planning Commission Hearing Date: NOV. 8
Meeting Time: 5:30 pm at City Hall.

City Council Hearing Date:
Meeting Time: 6:30 pm at the Erskine Bldg. 1300
Sherman Street, 2nd floor Commission Room. NOV. 21

City of Riders

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



Director
Of
Public Works

Voice: (605) 347-3916
Fax: (605) 347-3516
rbush@sturgisgov.com

Council Report

November 7, 2016

Rbush- Director of Public Works

Approve 2017 Vehicle Purchase- Using IFB 736-2017 Year or Newer Vehicles State Contract Bid Pricing

Background/History

Up for council consideration is the authorization of the purchase of the following Vehicle out of the 2017 Budget, using the IFB736- 2017 Model Year or Newer Vehicles contract as awarded by the South Dakota Bureau of Administration Office and Procurement Management:

**CLASS: CH Truck 4X4 Crew Cab- Special Service Package
Contract #16998- Dodge Ram 1500 Special Service**

The State of South Dakota solicits vehicle bids annually for the upcoming model year and has awarded bids for 2017 or newer vehicles. Purchase by local government from the lowest bidder of an item contained on the state price list or through state contract is allowed pursuant to **SDCL 5-81C-8**. Additionally this statute allows that Local Governments can purchase from any vendor, **if less than or equal to the state price list**, so long as it is the same exact item. This can be done without advertising for bids.

Discussion

Utilizing the current state bid contracts ensures that the City of Sturgis is accepting quality materials, equipment and supplies at competitive prices. Utilization of these contract prices also reduces the administrative cost and procurement times associated with bidding, because the South Dakota Office of Procurement Management has already handled the bid solicitation and evaluation, as well as the contract development and management. Local governments are authorized to use these contracts because they are established through a competitive bidding system and therefore meet all of the competitive bidding requirements established under SDCL 5-18A-5. We are able to purchase the vehicles with council authorization and forego the advertisement requirements normally associated with a bid, which allows us to take delivery much sooner and get to get the vehicles prepped and on the road faster to be utilized for the public's gain, well saving significant amounts of money.

See attached State Contract for base cost and options for the vehicle classifications requested.

Budget Impact

This purchase has a budgeted line item of \$37,260 in the 2015 budget. By Utilizing the State Bid Contract for this purchase (\$27,650.00) the City will save approximately **25%** of the budget amount on this purchase.

Recommendation

City Staff would recommend that the Council Authorize staff to Use the State Bid Contract and Award the following 2015 New Vehicle purchase:

**CLASS: CH Truck 4X4 Crew Cab- Special Service Package
Contract #16998- Dodge Ram 1500 Special Service**

In the amount of **\$27,650.00**

Approved:	 <hr/> Daniel Ainslie, City Manager
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- g. Portions of a single construction project may be awarded to several different bidders, however, the value of the total project must be considered when comparing to the bid limit to determine if it must be bid.

Further, when comparing to the bid limit to determine if a project is biddable, the total project value may be reduced for any portion of the project that is exempt from bidding, such as items acquired from federal surplus property or for costs incurred by an entity's own employees and equipment. But the total project value may not be reduced by any portion of the project that was previously bid by yourself or other entities.

Quote vs. Bid

The bid process is a formalized open and competitive procedure utilizing two notices in the legal newspaper to secure proposals. Quotes, on the other hand, are an informal process utilizing phone contact, faxes or other methods to secure proposals. Quotes are used in special purchasing situations such as emergencies or the purchase of fuel and for purchases that are under the bid limit.

Emergency Purchases

A purchasing agency may make or authorize others to make an emergency procurement without advertising the procurement if rentals are not practicable and there exists a threat to public health, welfare, or safety or for other urgent and compelling reasons. Failure to abide by the bid provisions of this chapter and chapters 5-18B, 5-18C, and 5-18D in a timely manner is not an emergency. An emergency procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. (SDCL 5-18A-9)

Exemptions from Bidding

The following type contracts are exempt from bidding:

- a. Purchase of utility services such as electric power, lights, water or gas. (SDCL 5-18A-22 (5)).
- b. Any contract for the purchase of supplies from the United States or its agencies or any contract issued by the General Services Administration. (SDCL 5-18A-22 (2))
- c. Equipment repair contracts. (SDCL 5-18A-22 (4))
- d. Purchases of surplus property from another South Dakota purchasing agency. (SDCL 5-18A-22 (10))
- e. Purchases by a local government from the lowest bidder of an item contained on the state price list. The state bid price list may be obtained on the internet at www.state.sd.us/boa/. Double click on "Procurement Management" and then click on "Contracts" to secure of list of state contracts. (SDCL 5-18C-8)

The local government may also purchase items from any vendor, if less than or equal to the state price list, but must be the exact same item. Specs used to establish the price of the item(s) to be purchased should be obtained from the State Bureau of Administration to ensure the item being purchased conforms with the item wanted. The specs should also be used to verify the appropriate item(s) has been received. Documentation of purchases utilizing state contracts is to be made in the entity's minutes and retained on file. (SDCL 5-18C-8)

- f. Any purchase of supplies or services, other than professional services, by purchasing agencies from any active contract that has been awarded by any government entity by competitive sealed bids or competitive sealed proposals or from any contract that was competitively solicited and awarded within the previous twelve months. (SDCL 5-18A-22 (3))

A purchase utilizing another entity's bid has to mirror a purchase from a contract that was "awarded" by the original bidding entity. It is not enough that such contract was "bid" by the original entity, it must also have been "awarded".

Contracts may be utilized from any government entity, including those that are out-of-state, however, care must be taken to ensure that payment is made to the original vendor and that the contract was awarded by competitive sealed bids or competitive sealed proposals as defined in SDCL 5-18A-1 (27), 5-18A-5 and 5-18A-7.

When entering into a purchase utilizing another entity's competitive sealed bid contract, strong internal controls would suggest that documents such as the following should be obtained directly from the original bidding entity prior to the purchase:

- i. A copy of the specs;
- ii. A copy of the affidavit of publication;
- iii. A copy of the minutes containing the bid award;
- iv. A copy of the bid invitations.

With the preceding documents, a purchasing agency will be able to determine the actual specifications for the contracted item and that the contract was competitively bid and awarded to the lowest responsible bidder that meeting specifications.

A governing entity may not utilize the bid of another entity if the original bid specifications included a trade-in allowance because no two trade-ins are alike. (AGR 94-08)

If one entity accepts a bid net of trade-in allowances, another entity may not contract with the successful bidder by utilizing the "original bid amount" for a cash outright purchase. The trade-in portion of the original contract is a material specification. (AGR 94-08)

When purchasing off of the bid of another entity, the variance between items purchased by way of an original and then a subsequent bid may not be "material" and that the new item must be in "substantial compliance" with the specifications set out in the original bid letting. (AGR 94-08)

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

IFB 736 – 2017 OR NEWER VEHICLES ANNUAL

NOTICE

ADDENDUM 1

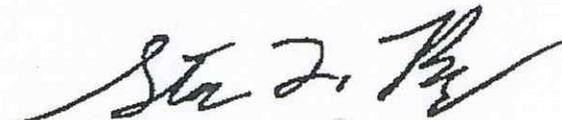
DATE: October 21, 2016

BUYER: Scott Nelson

PHONE: 605-773-4275

Addendum 1 is being issued for the following:

Update options and option pricing on line items 15, 24, and 28.



Steven L. Berg, Director
Office of Procurement Management



PMB 01231
BUREAU OF ADMINISTRATION
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL
PIERRE, SD 57501-3182
(605) 773-3405
FAX (605) 773-4840



2017 OR NEWER VEHICLES ANNUAL

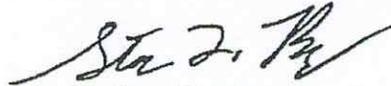
NOTICE OF AWARDS

Buyer: Scott Nelson (006)
Phone: 605-773-4275
Fax: 605-773-4840
Email: Scott.Nelson@state.sd.us

Date: September 30, 2016

- Contract Term:** This notice establishes contract(s) resulting from Solicitation # 736 for a period of the 2017 or newer model year, from October 1, 2016 through the Manufacturer's model year end of production. The Solicitation and the vendor's response, along with the South Dakota Vendor's Manual are made part of the vendor's contract by this reference. The State shall have the option, at the State's sole discretion, to extend the contract(s) resulting from this Solicitation for an additional two (2) months past the original contract expiration date. The State may renew this contract for up to four (4) additional one (1) year periods. Notice shall be given by the State to the vendor at least 60 days prior to the termination of the contract, and the vendor shall agree to such extension within 30 days thereafter, before such extension period shall become effective.
- Pricing:** All prices quoted in the referenced proposal are firm for the term of this contract. Price decreases are acceptable on invoice(s) presented for payment. If the open market price of a specific contract item is under the vendor's price, the State reserves the right to purchase the lower priced product.
- Delivery:** The contractor shall furnish and deliver all of the awarded items of supplies, equipment, and commodities enumerated in the schedules and specifications, at the price and according to the terms and conditions, and of the kind, quality, and amounts and at the times specified in the schedules and specifications. The supplies, equipment and commodities shall be delivered to the Director of the Office of Procurement Management or to such State Department or State agency as he shall direct and such delivery shall be made with delivery charges as per the chart on page 3.
- All orders shall be shipped F.O.B. destination with delivery charges added according to the delivery chart on page 3. Deliveries shall be made at such time, place and in such quantities as shown on the Purchase Order. All items in common usage are to be shipped within 90-120 days from the date of purchase order. An additional 30 days will be allowed for back-ordered items when notification is given, in writing, to the ordering agency that the items are not available for immediate delivery.
- The contracts listed under this Notice of Awards have been established directly for state agencies. Local government agencies may adopt these contracts if the contracted vendor agrees to offer the same terms and conditions to the local government agency. Any purchase made by a local government agency is an independent agreement/contract that is solely between them and the vendor. The Office of Procurement Management is not responsible for purchases made by local government agencies therefore the Office of Procurement Management will not lend assistance regarding issues between the vendor and the local government agency.

6. All delivery tickets, invoices and statements shall show the purchase order number, brand or trade name and State Item Number when applicable as shown in this contract. Invoices must be submitted in duplicate to the State Agency ordering the merchandise. DO NOT SUBMIT STATEMENTS OR INVOICES TO THE OFFICE OF PROCUREMENT MANAGEMENT AS IT ONLY DELAYS PAYMENT.



Steven L. Berg, Director
Office of Procurement Management

CONTRACTORS

BECK MOTORS, INC.

PO Box 729
Pierre, SD 57501
Contact: Trace Beck
Phone: 605-224-5912
Fax: 605-224-5925
Email: Trace.Beck@Beckmtr.com

Vendor #: 12032416
CONTRACT # 16992

JERRY'S AUTOMOTIVE

PO Box 664
Beresford, SD 57004
Contact: Jim Morrison
Phone: 605-763-6000
Fax: 605-763-5038
Email:
jmorrison@jerrysautosales.com

Vendor #: 12025829
CONTRACT # 16995

WEGNER AUTO CO.

330 E. Sioux
Pierre, SD 57501
Contact: Don Gordon
Phone: 605-224-9900
Fax: 605-224-1659
Email:
dong@wegnerauto.com

Vendor #: 12031818
CONTRACT # 16998

BOYER FORD

2101 E. Benson Rd.
Sioux Falls, SD 57104
Contact: Bruce Mutschler
Phone: 605-336-6100
Fax: 605-334-4855
Email:
bmutschler@boyertrucks.com

Vendor #: 12048868
CONTRACT # 16993

LAMB CHEVROLET

PO Box 27
Onida, SD 57564
Contact: Dan Lamb
Phone: 605-258-2661
Fax: 605-258-2322
Email:
lambchev@venturecomm.net

Vendor #: 12037702
CONTRACT # 16996

IVERSON CHRYSLER

600 South Burr
Mitchell, SD 57301
Contact: Kevin Flemmer
Phone: 605-996-5683
Fax: 605-996-1539
Email: kevinf@iversonchrysler.com

Vendor #: 12032710
CONTRACT # 16994

LAMB MOTOR CO.

PO Box 48
Onida, SD 57564
Contact: Joey Lamb
Phone: 605-258-2627
Fax: 605-258-2279
Email:
lambmotor@venturecomm.net

Vendor #: 12052151
CONTRACT # 16997

Freight/Delivery Rates:

Freight/delivery charges are for State of South Dakota vehicles only.

All vehicle awards will be based on delivery to Pierre, South Dakota. Include delivery to Pierre in your base price. Below please enter any additional charges/deductions for delivery to the listed locations:

DELIVERY	BECK MOTORS	BOYER FORD	IVERSON CHRYSLER	JERRY'S CHEVY	LAMB CHEVY	LAMB MOTORS	WEGNER AUTO
Aberdeen	\$250	\$0	\$200	\$150	\$150	\$150	\$180
Mitchell	\$250	\$0	\$0	\$100	\$140	\$100	\$170
Rapid City	\$250	\$100	\$300	\$250	\$150	\$200	\$180
Sioux Falls	\$250	(-\$100)	\$100	\$0	\$150	\$150	\$200

SOLICITATION SPECIFICATIONS

Vendors must download the attached Terms_Specs_Submittal.doc, complete all required fields, re-attach it to your bid, or submit a copy of the paper document to the South Dakota Office of Procurement prior to the bids due by date. The "Base" price on the submitted paper document will supersede the online submittal, if utilized.

MOTOR VEHICLES

GENERAL SPECIFICATIONS

Prior to delivery, the selling dealer will notify the pre-delivery dealer and the ordering agency of the date the vehicle(s) will arrive at the shipping destination. The dealer will also furnish to the ordering agency the statement of origin and application for title. Invoices must be prepared in duplicate and furnished in accordance with the information shown on the purchase order. The dealer must furnish a paper plate license for each new car. Vehicle being bid must be new and the latest production model with all standard equipment and as specified below and all safety equipment required by Federal and State laws or advertised as standard equipment.

The selling dealer will notify and make arrangements with the pre-delivery dealer for all equipment that is not of standard manufacture (spot-lights and trailer hitches) to be installed by the pre-delivery dealer.

All vehicles in above referenced classes will be delivered via transport truck to the dealership. The selling dealer or pre-delivery dealer will be responsible for delivery of units to the receiving agency. The selling dealer may pre-deliver the units without the use of a pre-delivery dealer.

The pre-delivery dealer or selling dealer will perform a pre-delivery inspection check list and an odometer certificate for each vehicle. Pre-delivery does not include front-end alignment except as provided on the check list.

The pre-delivery dealer or selling dealer will be required to provide a minimum of 5 gallons of fuel for each vehicle at the time of delivery at the specified delivery location. All fuel costs are to be allowed under the terms of the contract. The pre-delivery dealer or selling dealer will notify the ordering agency and deliver the vehicle to the agency destination.

Arrangements for any pre-delivery charges will be made between the selling dealer and the pre-delivery dealer. Any such charges will be included in the bid price of the vehicle. No additional charges will be authorized.

All vehicles must be delivered clean and free of debris, dirt, insects, etc. at the final delivery point.

All vehicles shall include a five (5) year / 100,000 mile Drive Train warranty.

Warranty documents must be completed by the pre-delivery dealer. The pre-delivery dealer must notify the State Agency, and location on manufacturer's warranty record, to assure that defect or "call back" notices will be mailed to the agency where vehicles are domiciled.

The bidder may be required to provide a list of locations within South Dakota from which warranty work will be administered.

A purchase order(s) will be issued to the selling dealer for vehicles delivered to their location. Invoices in duplicate for pre-delivery service will be furnished in accordance with information shown on the purchase order.

If a vehicle or vehicle class is bid that has the availability of an E-85 Flex Fuel engine it is required to be listed as Standard or an Option. If it is listed as an Option the cost difference must be listed. "Contact Dealer for Pricing" will not be accepted.

All towing packages to include the receiving hitch, wiring harness and plug.

Spare tools, fill tube, and fill kit are required on all ¾ ton box delete options.

All vehicles to have the following unless otherwise specified:

Battery: MFG. Standard
Paint: MFG. Standard Color
Upholstery: MFG. Standard
Air Bag: Driver Side or Passive Restraints

The names of truck cab configurations vary between manufacturers; therefore the State will classify cab configurations in following three categories:

Regular Cab: Any standard size cab.

Extended Cab: The following cabs; Quad Cab, Extended Cab, SuperCab, Access Cab, Double Cab, King Cab.

Crew Cab (4 full size doors with maximum rear interior space per model): The following cabs; Mega Cab, Crew Cab, SuperCrew, Crew Max.

- All units on this formal solicitation are to be bid and delivered in accordance with specifications and procedures outlined for 2016 or newer model year vehicles.
- All units in classes are F.O.B. destination. All other specifications are hereby made a part of this formal solicitation.
- Please list the MAKE, MODEL, TYPE, AND DELIVERY DATE offered for each item. Unless otherwise specified, all equipment and accessories are to be factory engineered and installed. All Vehicles bid by Dealers must list the Model that is being bid: (Examples: WT, LS, LT, S, SE, SEL, LTD, XLT, SXT, Summit, Laredo, etc.). A list of all colors available for the model unit bid must be sent along with the dealers bid package).
- All wheel rims shall be standard to permit use of tubeless or tube type tires unless specified otherwise.
- All interior colors shall harmonize. Vinyl interior not acceptable.
- All air-conditioned units must have tinted glass in all windows.
- All interior floor areas manufacturers standard or as specified. Trunk areas will be covered.
- TIRES: Unless otherwise specified, all vehicles shall have tires that are rated to perform up to the vehicle GVW.
- Satellite radios, if included, shall NOT be hooked up or in working order, with the antennas disconnected. (Exception for Highway Patrol vehicles.)
- Dealer decals will not be allowed on State purchased vehicles. If the dealer does install a decal, the dealer shall assume the responsibility of removing the decal, filling the holes and repainting the damaged area.
- All vehicles must include front and rear license plate brackets.
- Include five (5) hard copy paint guides
- Vehicles must be available in School Bus Yellow, High Visibility Red, and High Visibility Blue. If there are any special requirements or issues getting these colors please so indicate with your bid.

- Fleet Management must be notified of all vehicle deliveries regardless of ordering agency (HP vehicles excluded). Fleet Management and the ordering agency shall be provided the VIN Number, Color, and Key Code at least 7 – 10 days prior to actual delivery.
- No deliveries will be accepted after 3:00 PM Central Time.
- Please indicate on the bid documents any differences for the vehicle being bid from the specifications. (EXAMPLE: spec indicates a 3.6 liter minimum engine. Vehicle being bid is a 4.0 liter engine. This would meet the spec but the vendor needs to indicate that the vehicle comes with a 4.0 liter engine by simply marking out the 3.6 and writing in the 4.0 engine on the bid submittal document.)
- PAYMENT: The State of South Dakota will issue a warrant for payment of the vehicle(s) within 45 days from the date of delivery and acceptance of the vehicle by a State Agency. If the vehicle has a deficiency and does not meet specifications, payment will be held up until the deficiency is corrected. Local Governments (Cities, Counties, School Districts, etc.) must make arrangements with selling dealer on payment terms and conditions prior to ordering vehicles from the State of South Dakota contract. The selling dealer may decline to sell a vehicle to local governments if satisfactory payment terms and conditions are not acceptable.

VEHICLE PURCHASE ORDER PENALTY CLAUSE

A penalty of \$500.00 per vehicle per month may be assessed for each month that the delivery exceeds 120 calendar days from the receipt of purchase order.

SERVICE FOR HIGHWAY PATROL VEHICLES

For highway patrol vehicles requiring service, the initial appointment and diagnosis is to be completed within 3 business days of initial contact made at the dealership. The repair is to be completed within 10 calendar days of initial appointment unless otherwise agreed upon by the agency and servicing dealer.

PAST PERFORMANCE REVIEW

The State reserves the right to take into account a bidder's previous performance that has occurred during the past three (3) years on any State and local government purchase orders and contracts when considering a bidder for a contract award under this solicitation.

AGENCY RESPONSIBILITIES

Three (3) State of South Dakota check lists will be provided to the ordering agency for each unit. One completed copy will be retained by the pre-delivery dealer to attach to the invoice as proof of inspection. One copy will remain with the vehicle in the glove box. This copy will be sent to John DeLoache, Fleet Management Motor Pool. One copy will be forwarded to ordering agency for their files.

RE-CHECK OF PRE-DELIVERY INSPECTION:

Agencies will be allowed to return the vehicle to the pre-delivery dealer for a re-check according to the pre-delivery check list.

Agency personnel will note all deficiencies that require correction on the check list. Deficiencies not checked WILL NOT be corrected.

Agencies must have the unit in service for 500 miles (not including delivery miles), or 10 days, before returning the unit for deficiency correction. No charges will be made by the pre-delivery dealer for any check list corrections, however, do not expect this service to continue beyond the number of days specified. Any correction of check list deficiencies after 20 days will be at agency expense.

31. CLASS CH TRUCK 4X4 CREW CAB – SPECIAL SERVICE PACKAGE

WEGNER AUTO

DODGE RAM 1500 SPECIAL SERVICE

CONTRACT# 16998

- Engine, 5.7 Liter, V8, 395 HP
- Four Wheel Drive
- Locking differential
- Transmission, Automatic, 6 speed with column mounted shifter
- Electronic/Traction Stability Control
- 1400 pound payload capacity
- 140" wheelbase
- 220 amp alternator
- Power Door Locks
- Brakes – ABS
- Power Windows
- Radio, AM/FM with Auxiliary audio/USB port
- Backup Camera
- Air Conditioning/Heat
- Air Bags, Side Impact
- Bumper, Rear Step
- Cruise Control/Tilt
- 4 opening doors (no "suicide" doors)
- Floor Covering, Rubber
- Dark tinted glass
- Guard, Skid Plate Package – Manufacturer's Standard
- Engine Oil Cooler
- Mirrors
- Seats, Cloth, Front Bucket (no console), power adjustable driver's seat
- Seat Bench Type, Second, foldup
- Rear Window Defrost
- Wiper, Multiple Speed,
- Police lighting and power supply point, factory installed
- Police Dome Light, Headliner mounted auxiliary with Red and White illumination (factory installed)
- Standard color is White
- Available in high visibility colors such as red or blue (paint upgrade charge may apply in options)
- Factory Freight

Delivery 120-150 days	Base Cost \$26510
• Engine Block Heater	\$120
• Light Truck Tires (10 Ply sidewall)	\$463
• 110 volt accessory outlet	\$120
• Spotlight, Driver side, A-pillar mounted	\$690
• Floor covering in carpet with floor mats front and rear	\$350
• Integrated bedside cargo box if available	\$1595
• Spray in protective bed liner (dealer may install)	\$595
• Street Appearance Package	\$695
• Paint upgrade charge, dealer must specify which colors have an upgrade charge	\$590
• Bluetooth (includes Sirius)	\$761
• Trailer Brake	\$380
• Class IV Receiver Hitch	\$450
• 32 Gallon Gas Tank	\$455
• Daytime Running Lights	\$160
• Power Adjust Pedals	\$325
• Remote Start	\$595
• Power Trailer Tow Mirrors	\$380
• Light Truck 8 or 10 ply tires	\$495

Total
27,650

with Addon