

City of Riders

1040 Harley-Davidson
Way, Suite 103
Sturgis, SD 57785



City Manager

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

Council Report

November 5, 2016

Shawn Fischer, Ambulance Director

Consideration to authorize signature for 2017 & 2018 Medical Director Agreement with Dr. Hogue

Background

Dr. Hogue has served as the Sturgis Ambulance medical director for approximately four years. Dr. Hogue is an integral part of the Sturgis Community EMS Team. He provides significant training of the staff and oversight for the Departments protocols. Dr. Hogue is a Senior Physician in the Sturgis Regional Hospital emergency room. As such, he has able to enhance the service's interaction with the Regional Health network.

The South Dakota State Trauma evaluation for the Sturgis Hospital recommended that the ambulance service has a medical director that works in the emergency room and is active in the service. Dr. Hogue uniquely qualifies under these conditions.

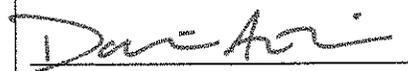
Budget Impact

The 2017 budget includes the \$6,000 stipend for the Medical Director services. This is a required service in order for the Ambulance Service to be licensed.

Recommendation

The staffs' recommendation is to accept Dr. Hogue as medical director. His experience and dedication to the education and accountability of the Sturgis Ambulance Crew greatly enhances the community's safety.

Approved:


Daniel Ainslie, City Manager

MEDICAL DIRECTOR SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on January 1, 2017, by the City of Sturgis, hereafter referred to as "City", a South Dakota municipal corporation, and Dr. Michael Hogue, a licensed physician practicing at and employed by the Sturgis Regional Hospital.

1. PURPOSE: The City of Sturgis desires to retain a Physician to provide training and Medical Director Services for the City ambulance service. Physician is willing to provide Medical Director Services and oversee implementation of medical care practices and procedures by Sturgis Ambulance Service. In consideration of those mutual interests, the parties agree as follows:

2. DUTIES OF PHYSICIAN:

- a. **Appointment of Medical Director:** Physician shall serve as the Medical Director for Sturgis Ambulance Service. In doing so, Physician will provide medical direction to Sturgis Ambulance Service and supervision of the medical care rendered thereby. These services shall include the services outlined in Paragraph 3.
- b. **Qualifications of Physician:** At all times during the term of this Agreement, Physician must be licensed as a physician, in good standing, in the State of South Dakota. The Physician shall have a good working knowledge and a strong interest in Emergency Medical Services.
- c. **Continuing Education:** Physician will provide continuing medical education services, which will assist Sturgis Ambulance in maintaining their certifications as required by the South Dakota EMS Office and NREMT and individual service requirements. It will be necessary for Sturgis Ambulance Crew personnel to seek continuing education services beyond those available through the Physician; however the Physician will provide the following education services:
 - i. Presentations on selected clinical topics at each quarterly staff meeting
 - ii. Conduct new employee clinical skill check off and annual clinical skill check off for existing employees.
 - iii. Physician will work with Sturgis Ambulance personnel to evaluate the need for and selection of continuing education resources beyond those available through the physician.
 - iv. Attend the Annual Medical Directors Conference on behalf of the City of Sturgis Ambulance Service.

3. MEDICAL DIRECTOR SERVICES: In providing the services of Medical Director, Physician shall:

- a. Develop and review medical policies and procedures defining the standards of care.
- b. Review clinical incident reports and assist in resolving complaints or questions about provision of emergency medical care.

- c. Assist in planning for future changes in the provision of ambulance services by Sturgis Ambulance and render advice on the purchase of medical equipment and supplies.
- d. Participate, if requested, in long-range planning efforts to determine the future direction of Sturgis Ambulance.
- e. Serve as a resource and advisor for Sturgis Ambulance personnel regarding medical care and medical performance-related concerns to be accomplished through 4 hours of office time at the Sturgis Ambulance facility each month.
- f. Assist in ongoing training, certification, and oversight for the use of automatic external defibrillators (AED) and Public Access to Defibrillators (PAD) program.
- g. Provide medical direction to area medical first responders who are part of the Sturgis Ambulance medical first response program.
- h. Attend monthly QA meetings, aid in developing QA indicators, and review ambulance run reports on a regular basis with Sturgis Ambulance personnel.
- i. Represent Sturgis Ambulance at designated local, regional, state and federal meetings.

4. CITY OF STURGIS AMBULANCE: In order to facilitate the Physician in performing the services and activities covered by this Agreement, the City of Sturgis Ambulance Services shall:

- a. Implement the medical protocols and guidelines developed approved by the Physician for the Sturgis Ambulance.
- b. Report patient care problems and public complaints on ambulance patient care and transport to the Physician.
- c. Involve the Physician in the evaluation and selection process of patient care equipment.
- d. Provide the Physician electronic access to the ambulance run reports for evaluation and review.
- e. Provide the Physician with information on the training and certification of all Sturgis Ambulance clinical, personnel.
- f. Operate Sturgis Ambulance in accordance with South Dakota Statutes

5. REVIEW OF SERVICES: The parties shall meet on a regular basis to review the services being provided under this Agreement.

6. COMPENSATION FOR SERVICES: In consideration of Physician providing medical control and medical direction services as described in this Agreement, Sturgis Ambulance shall provide \$6,000 annually either directly to Dr. Michael Hogue or to a charity or organization of his choosing.

7. INDEPENDENT CONTRACTOR: The relationship between the parties is such that Sturgis Ambulance and Dr. Michael Hogue are independent contractors. Sturgis Ambulance shall neither have nor exercise control over the means or methods by which Physician performs the services. Nothing in this Agreement shall be construed as creating an employer-employee relationship between Physician and Sturgis Ambulance. Neither party shall have the authority or right legally to bind the other in contract, debt or otherwise, and neither party shall be liable for any obligation acquired or incurred by the other, except as might otherwise be provided herein.

Nothing herein is intended to limit the ability of Physician to practice medicine or to contract with other parties. Nothing herein is intended to limit the ability of Sturgis Ambulance to contract with or retain other parties.

8. WORK STANDARDS: Physician shall control the manner, method and means of performing medical direction to Sturgis Ambulance. The medical direction shall at all times be performed in accordance with customary professional standards.

9. WITHHOLDING AND TAXES: Sturgis Ambulance shall not be liable for any withholding or payment, either for taxes, benefits, or other items.

10. PROFESSIONAL LIABILITY INSURANCE: Physician shall procure and maintain, or provide written confirmation that the coverage is otherwise effective for the activities contemplated by this agreement, of (a) medical malpractice or professional liability insurance, or both medical malpractice and professional liability insurance, with coverage limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and (b) comprehensive general or umbrella liability insurance, or both comprehensive general and umbrella liability insurance, with coverage limits of \$5,000,000 in the aggregate. Physician's coverage must be placed with responsible, financially sound insurance carriers authorized or approved to write coverage in the State of South Dakota. Physician's medical malpractice insurance shall be either occurrence or claims made with an extended period reporting option. Physician shall periodically provide Sturgis Ambulance with a certificate of insurance confirming the required coverage is in place. The certificate of coverage confirming that it is in effect shall be provided before signature and attached to the original of this agreement as Exhibit A and kept on file with the City Finance Office.

11. CITY INSURANCE: The City shall maintain separate insurance coverage for its respective risk of loss by purchasing general liability and errors and omissions coverage as the City shall determine is necessary, with a minimum coverage limit of \$1,000,000.00.

12. TERM: This Agreement shall commence on the Effective Date and shall continue until terminated or until December 31, 2018.

13. TERMINATION: This Agreement may be terminated as follows:

- a. Without cause, by either party giving written 60-day notice of the party's intent to terminate the Agreement.
- b. With cause, by the terminating party giving 30 day Notice of Intent to Terminate to the other party for failure to perform or default in a material term of the agreement. Thereafter the non-terminating party shall have 30 days in which to correct the failure to perform or default as stated in the Notice of Intent to Terminate. If the failure to perform or default is not corrected by the non-terminating party within that 30 day period, then this contract shall terminate after the period to correct the failure to perform or default has expired.

14. NON-ASSIGNMENT. This Agreement is a personal services contract and shall not be assigned by Physician.

15. MODIFICATION. This Agreement may be amended or modified at any time by mutual written agreement of Dr. Michael Hogue and Sturgis Ambulance.

16. GOVERNING LAW. This Agreement is made in and shall be construed under the laws of the State of South Dakota.

17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Sturgis Ambulance and Dr. Michael Hogue with respect to the matters addressed herein.

Dated this 1st day of ^{November}~~September~~, 2016

CITY OF STURGIS

Daniel Ainslie, City Manager

DR. MICHAEL HOGUE



Dr. Michael Hogue

RESOLUTION 2016-63
A RESOLUTION DECLARING PROPERTY SURPLUS

BE IT FURTHER RESOLVED BY THE COMMON COUNCIL OF THE CITY OF STURGIS that the personal property described below is hereby declared surplus and to be disposed of as described by SDCL 23A-37-13 and 23A-37-10. It is being advisable and in the best interest of the City to sell/trade/dispose of such personal property.

Police:

1. 2015 Dodge Police Charger -VIN# 2C3CDXKT1FH769195

Parks

1. Sky Trak Side Shift Carriage Truck Chassis
2. American Coupler Systems Multi-Purpose Bucket

Airport

1. IHC Snowplough/Tractor SN 0670
2. 1946 Oshkosk Snow-go (Snowblower)
3. 1995 Coleman Tractor (Tug) SN 5738

Dated this 7th day of November 2016.

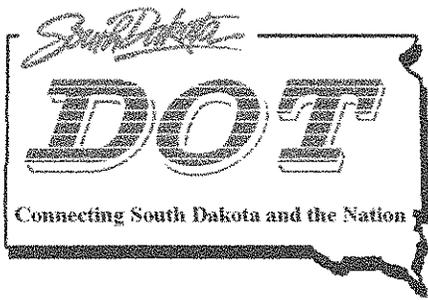
CITY OF STURGIS

Mark Carstensen, Mayor

ATTEST:

Fay Bueno, Finance Officer

Published:
Effective:



Department of Transportation
Division of Secretariat
Office of Air, Rail & Transit
700 East Broadway Avenue
Pierre, South Dakota 57501-2586
OFFICE: 605/773-3574
FAX: 605/773-2804

October 12, 2016

Fay Bueno, Finance Officer
City of Sturgis
1040 Harley-Davidson Way
Sturgis, SD 57785



RE: Sturgis Municipal Airport
Project No. 3-46-0054-13-2016
State Financial Assistance Agreement

Dear Ms. Bueno:

Please be advised that the South Dakota Aeronautics Commission approved a state financial assistance agreement for the above referenced project. Enclosed you will find three (3) copies of the agreement. If acceptable, please obtain proper signature, date, attach seal and return all copies to this office.

As per Agreement, an executed copy of the minutes of the SPONSOR's commission authorizing the execution of this Agreement by the mayor as the authorized representative for the SPONSOR should be attached hereto.

A fully executed copy will be returned for your files. If you have any questions, please contact me at (605) 773-4430 or email me at jennifer.boehm@state.sd.us

Sincerely,

Jennifer Boehm, Aeronautics Program Assistant

Enclosures

CFDA No. 20.106
Federal Award Date: September 14, 2016
Subrecipient Unique Entity Identifier: 12055103-06

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF SECRETARIAT
OFFICE OF AIR, RAIL, AND TRANSIT
AGREEMENT FOR PROJECT NO. 3-46-0054-13-2016

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 "SPONSOR."

BACKGROUND:

- A. The STATE and the SPONSOR have entered into an agency agreement for the purpose of establishing, constructing, and maintaining an airport on a portion of Sections Three (3), Ten (10) and Eleven (11), of Township Five North (5N), Range Six East (6E) of the Black Hills Meridian, Meade County, South Dakota, referred to in this Agreement as the "Airport."
- B. The SPONSOR requested financial assistance from the STATE for the development of the Airport.
- C. The SPONSOR acquired satisfactory title to the property on which the Airport will be located and indicated the SPONSOR'S desire to use the same for an Airport.
- D. The SPONSOR proposes the development of the Airport will consist of the following described items, referred to in this Agreement as the "Project":

Rehabilitate Apron.

- E. The total estimated cost of the Project is shown on the Engineer's Estimate, entitled "Summary of Project Costs," attached to this Agreement as Exhibit A.

NOW, THEREFORE, in consideration of these facts and the mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. Payment

Pursuant to and for the purposes of carrying out the provisions of South Dakota Codified Law (SDCL) § 50-7-15, the STATE will share in the cost of the Project in the amount of **Five percent (5%) of the total eligible Project costs, but in no event will the STATE'S TOTAL SHARE exceed the amount of Six Thousand, Eight Hundred Thirty-two Dollars and Eighty-nine Cents (\$6,832.89)**. The STATE will determine eligible costs in the same manner as for the Federal Aviation Administration (FAA) Grant Agreement Project Number 3-46-0054-13-2016. The STATE will pay the STATE'S share of the eligible Project costs from the STATE AERONAUTICS FUND. The STATE will make progress payments to the SPONSOR up to 90% of the STATE'S total share of eligible Project costs listed in this section. Once the STATE'S share of eligible Project costs have reached 90% of the approved STATE share listed in this section, the STATE will withhold the remaining 10% of eligible Project costs until the FAA has approved the Quality Closeout Report. The STATE will pay the remaining 10% of the STATE'S share of eligible Project costs to the SPONSOR upon notification of the FAA'S approval of the Quality Closeout Report.

Section 2. Termination

1. For Convenience. The STATE may, with the concurrence of the SPONSOR, terminate and cancel this Agreement if both parties agree, in writing, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.
2. For Cause. The STATE may, by written notice to the SPONSOR, terminate the Project and cancel this Agreement for any of the following reasons:
 - (a) The SPONSOR takes any action pertaining to this Agreement without the STATE'S approval when, under the terms of this Agreement, the STATE'S approval is required.
 - (b) The commencement, prosecution, or timely completion of the Project by the SPONSOR is, for any reason, rendered improbable, impossible, or illegal.
 - (c) The SPONSOR is default under any provision of this Agreement.

Section 3. SPONSOR Assurances

1. The SPONSOR will operate the Airport as such for the use and benefit of the public. The SPONSOR will operate and maintain the Airport as a public use facility for a minimum of twenty (20) years from the date of this Agreement.
2. The SPONSOR will not exercise, grant, or permit any exclusive right for the use of the Airport. This provision will not be construed to prohibit the granting or exercising of an exclusive right for the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature.
3. The SPONSOR will suitably operate and maintain the Airport and all facilities on or connected with which are necessary for airport purposes. The SPONSOR will not allow facilities on Airport property which would interfere with the SPONSOR'S use for aeronautical purposes in a safe manner. Essential facilities, including night lighting systems, when installed, will be operated in such a manner as to assure their availability to all users of the Airport.
4. Insofar as is within the SPONSOR'S powers, the SPONSOR will prevent the use of any land either within or outside the boundaries of the Airport in any manner, including construction, which would create a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or otherwise limit the usefulness of the Airport. The SPONSOR will notify the STATE as soon as any information is known which may cause or create such hazards to the Airport.
5. The SPONSOR will not enter into any transaction which would operate to deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made in this Agreement, unless by such transaction the obligation to perform all such covenants is assumed by another public agency. If an arrangement is made for management or operation of Airport by an agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

Section 4. Special Conditions

1. As may be applicable, the "Conditions" and "Assurances" contained in the Airport Improvement Program (AIP) Grant Agreement for Project No. **3-46-0054-13-2016** are included in and incorporated into this Agreement by reference.
2. Eligible costs for this Agreement will be as indicated in the AIP Grant as determined by the FAA.
3. The SPONSOR will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance

coverage for the benefit of the STATE in a manner consistent with this Agreement. The SPONSOR will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. Failure to comply with federal requirements related to right-of-way, environmental clearances, utilities, contract provisions, and the bid letting process could jeopardize future federal funding.

4. The SPONSOR will pay subcontractors or suppliers within fifteen (15) days of receiving payment for work that is submitted for progress payment by the STATE. If the SPONSOR withholds payment beyond this time period, the SPONSOR will submit written justification to the STATE, upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, the STATE may withhold future estimated payments or may direct the SPONSOR to make such payment to the subcontractor or supplier.
5. The SPONSOR must submit any proposed change affecting the Project to the STATE, in writing, for the STATE'S approval prior to any change.
6. 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 to this Agreement.
7. The SPONSOR will comply with all requirements imposed by SDCL § 1-56-10. The SPONSOR has signed "State of South Dakota Grant Recipient or Subrecipient Attestation" to this effect, which is attached as **Exhibit B** and made a part of this Agreement.
8. The SPONSOR will maintain an accurate cost accounting system for all costs incurred under this Agreement with costs clearly identified with activities performed under this Agreement. All Project charges will be subject to audit in accordance with the STATE'S current procedures and 2 CFR Part 200.
9. Upon reasonable notice, the SPONSOR will allow the STATE or U.S. Department of Transportation representatives to examine all records of the SPONSOR related to this Agreement during the SPONSOR'S normal business hours. The SPONSOR will keep all such records for a period of three (3) years after the date of final payment by the STATE under this Agreement and all other pending matters are closed.
10. If the SPONSOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds during any SPONSOR fiscal year covered, in whole or in part, under this Agreement, the SPONSOR will be subject to the single agency audit requirements under the U. S. Office of Management and Budget (OMB) regulations, found at 2 CFR Part 200 subpart F. If the SPONSOR expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds during any SPONSOR fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the allowability of services or costs and adherence to Agreement provisions.
11. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.
12. The SPONSOR will provide services in compliance with the American with Disabilities Act of 1990, and any amendments.
13. The SPONSOR certifies, to the best of the SPONSOR'S knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the SPONSOR, to any person

for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the SPONSOR will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The SPONSOR will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

14. The SPONSOR certifies, by signing this Agreement, that neither the SPONSOR nor the SPONSOR'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.
15. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the SPONSOR is encouraged to:
 - A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for or on behalf of the federal government, including work relating to a grant or subgrant.
 - B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and,
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
16. The SPONSOR will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceeding which may arise as a result of the SPONSOR performing services under this Agreement. This section does not require the SPONSOR to be responsible for or defend against claims or damages arising solely from acts or omissions of the STATE, its officer, agents, or employees.
17. The SPONSOR has designated its Mayor as the SPONSOR'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the SPONSOR. A copy of the SPONSOR'S Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the SPONSOR'S authorized representative is attached to this Agreement as **Exhibit C**.
18. The effective date of this Agreement is **August 3, 2016**. This Agreement will end four (4) years from the date of signature by the STATE.

19. Any notice or communication required under this Agreement will be in writing and sent to the following addresses:

South Dakota Department of Transportation
Attn: Program Manager
700 East Broadway Avenue
Pierre, South Dakota 57501

City of Sturgis, South Dakota
Attn: Mayor
1040 Harley-Davidson Way
Sturgis, SD 57785

This Agreement has been executed by the STATE and the SPONSOR acting by and through their duly authorized representatives.

City of Sturgis, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: Mayor

Its: _____

Date: _____

Date: _____

Attest:

City Auditor/Clerk

(City Seal)

SUMMARY OF PROJECT COSTS		AIP Project No. 3-46-0054-13-2016
Sponsors Name and Address CITY OF STURGIS STURGIS, SD		Aero Comm Approved 08/03/2016
Official Name and Location of Airport STURGIS MUNICIPAL AIRPORT 1040 HARLEY-DAVIDSON WAY STURGIS, SD 57785-1552		Max Federal Funds \$122,992.00
DESCRIPTION	LATEST REVISED TOTAL ESTIMATED COST	ACTUAL COST INCURRED TO DATE
I. LAND: N/A		
II. CONSTRUCTION: Estimated	\$111,748.70	\$0.00
TOTAL CONSTRUCTION	\$111,748.70	\$0.00
III. ENGINEERING: Estimated		
A. Design	\$16,973.36	
B. Bidding		\$0.00
C. Const. Admin.	\$4,290.50	\$0.00
D. Inspection	\$3,646.10	\$0.00
F. Testing		
TOTAL ENGINEERING	\$24,909.96	\$0.00
IV. ADMINISTRATION	(\$0.88)	\$0.00
TOTAL PROJECT COST	\$136,657.78	\$0.00
FEDERAL SHARE-90%	\$122,992.00	\$0.00
STATE SHARE-5%	\$6,832.89	\$0.00
LOCAL SHARE-5%	\$6,832.89	\$0.00
7.CERTIFICATION:		
DATE:	PREPARED BY:	
SCOPE: Rehabilitate Apron.		

State of South Dakota Grant Recipient or Subrecipient Attestation

By completing this form, you, the recipient or subrecipient, attest to meeting the following requirements per SDCL § 1-56-10:

- (1) A conflict of interest policy is enforced within the recipient's or subrecipient's organization;
- (2) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or subrecipient's website;
- (3) An effective internal control system is employed by the recipient's or subrecipient's organization; and
- (4) If applicable, the recipient or subrecipient is in compliance with the federal Single Audit Act, in compliance with SDCL § 4-11-2.1, and audits are displayed on the recipient's or subrecipient's website.

If you, the recipient or subrecipient, have concerns regarding the requirements listed above, please contact your state agency representative before signing this form.

Printed Name of Person Completing Form: _____

Printed Title of Person Completing Form: _____

Signature of Person Completing Form: _____

Date: _____



Planning Commission City Council Report

November 7, 2016
Christina Steele, Planning & Zoning Coordinator
Plat – Vernon Allison

Background/History

Plat of Lot 1, Block 4 of Vernon Heights Estates II Subdivision located within the City Limits of Sturgis. This is a 0.61 acre lot located at the NE corner of Camaro Drive and Malibu Loop. Zoning is Low-Density Residential.

Recommendations

City staff has reviewed the plat with no concerns noted. On November 1, the Planning and Zoning Commission reviewed the plat and voted unanimously to approve the plat as presented.

Budget Impact

At this time there is no direct financial impact to the City budget, however new construction will take place at this location which will increase the property value.

PLAT OF VERNON HEIGHTS ESTATES II SUBDIVISION,
 LOT 1, BLOCK 4
 BEING A PORTION OF TRACT A OF VERNON HEIGHTS ESTATES II SUBDIVISION,
 ALL LOCATED IN THE W/2NE1/4, SECTION 15, T.5N, R.5E, B.H.M.,
 CITY OF STURGIS, MEADE COUNTY, SOUTH DAKOTA

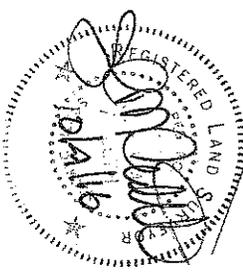
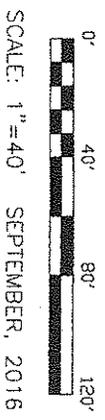
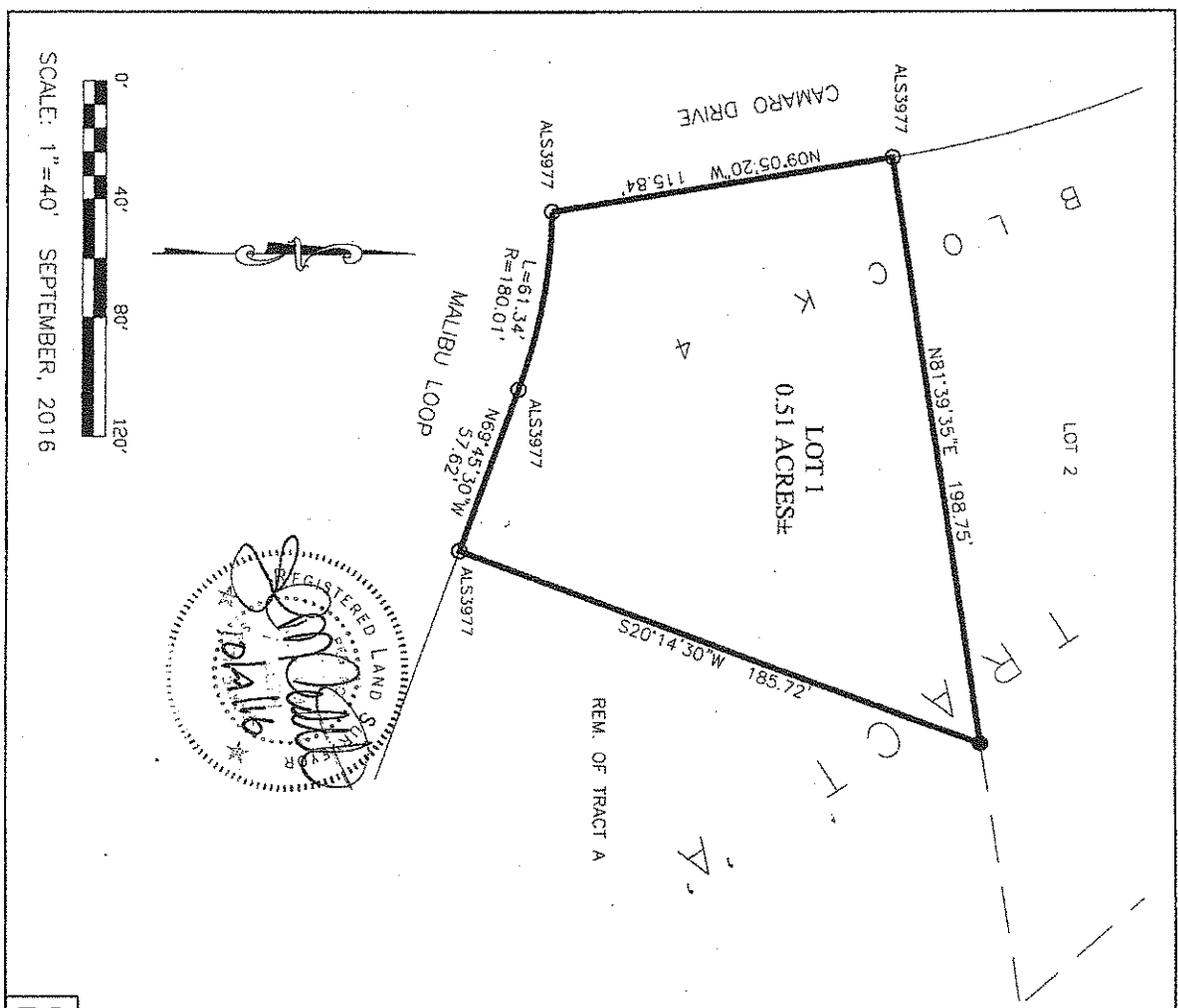
DEVELOPERS/OWNERS:
 DAVID J. ALLISON,
 DOREEN ALLISON CREED,
 VERNON JAMES ALLISON, JR.,
 2220 CHEVEILLE CIRCLE
 STURGIS, SD 57785
 1-605-381-3068

AREA TABLE
 TOTAL PLATTED AREA THIS PLAT: 0.51 ACRES±.
 TOTAL LOT AREA THIS PLAT: 0.51 ACRES±.
 TOTAL R-O-W AREA THIS PLAT: 0.00 ACRES±.
 NUMBER OF SINGLE FAMILY LOTS: 1
 AVERAGE LOT SIZE: 21,209 S.F.±
 REMAINING AREA TRACT A: 6.73 ACRES±

LEGEND:
 ● SET REBAR AND CAP "LS 3977"
 ○ FOUND MONUMENT AS NOTED

NOTES:
 1. MALIBU LOOP DEDICATED IN PLAT BOOK 21, PAGE 335.
 2. CAMARO DRIVE DEDICATED IN PLAT BOOK 12, PAGE 303.
 3. 8' UTILITY EASEMENT ON ALL LOT LINES.
 4. 25' BUILDING SETBACK ON ALL FRONT LOT LINES.
 5. 10' BUILDING SETBACK ON ALL SIDE LOT LINES.

 PREPARED BY: ARLETH LAND SURVEYING, LLC	24 CLIFF ST DEADWOOD, SD 57732 1-605-378-1637	DATE: AUGUST 24, 2016 REV: _____ SCALE: 1" = 40' JOB NO: 6100	APPROVED: JMA DRAWN: FD FILE: LOT 1, BLK 4AWE
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SCALE: 1" = 40' SEPTEMBER, 2016



Council Report

November 7, 2014

Daniel Ainslie, City Manager

Consideration of Approval of the Professional Service Agreement with the Sturgis Economic Development Corp

Background

For several years, the Council has entered into formal agreements amongst entities that receive a significant investment from the City. These agreements provide objective tasks and metrics by which the Council can judge the efficacy of the investment. In addition, the Scope of Services contained in the agreements provide identifiable outcomes whereby the public will be able to fully understand what was gained by the investment of the taxpayer funds.

These organizations include the Chamber of Commerce, Sturgis Economic Development Corp, the Sturgis Volunteer Fire Department and Sturgis Rally Charities. Two contracts will expire at the end of this year, the Sturgis Economic Development Corp. and the Sturgis Area Chamber of Commerce. The proposed 2017 Sturgis Economic Development Professional Services Agreement is the first agreement ready to present to the Council for its consideration.

Discussion

The Legal and Finance Committee identified several distinct services that it would like the Sturgis Economic Development Corp (SEDC) to complete. These services include:

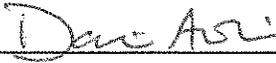
- A. Actively seeking economic development through retention, expansion and growth in Residential, Retail and Industrial Development sectors, in this order, in and for the Sturgis community.
- B. Designating a representative to be an active participant in the promotional efforts of the Sturgis Downtown Foundation and Downtown Business Improvement District.
- C. Conducting visitation, outreach and business retention efforts with community Retail Tax Producers and Employers.
- D. Continuing a role as a catalyst for growth in Residential, Retail and Industrial sectors in the Sturgis area economy.
- E. Being the primary economic development advocate for the Community and advise the City as to the opportunities for all types of development as well as potential economic threats to the Sturgis community economy.
- F. Updating on a semi-annual basis, or more frequently upon request of the City Manager, the City on the most significant efforts that have been provided on behalf of CITY.

Budget Impact

The City has invested in SEDC for several years. This agreement includes an annual investment in City tax and utility revenue of \$140,000. This amount was included in the recently adopted 2017 budget.

Recommendation

This proposed action will definitively outline the services provided by SEDC to the City in exchange for the investment of City tax and utility revenue.

Approved:	 _____ Daniel Ainslie, City Manager
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PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made this _____ day of October, 2016, between **STURGIS ECONOMIC DEVELOPMENT CORP**, whose address is at 2885 Dickson Drive, PO Box 218, Sturgis, SD 57785, hereinafter referred to as the CONSULTANT, and the **CITY OF STURGIS**, whose address is 1040 Harley-Davidson Way, Sturgis, SD 57785, hereinafter referred to as the CITY.

WHEREAS, South Dakota State Statute 10-52A-2 states that collection of a non-as valorem tax may be collected on various transit purposes. The tax can be used for the purpose of land acquisition, architectural fees, construction costs, payments for civic center, auditorium or athletic facility buildings, including the maintenance, staffing and operations of such facilities and the promotion and advertising of the city, its facilities, attractions and activities; and

WHEREAS, the Sturgis Economic Development Corp is the primary entity to provide economic development corporation, and

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. SCOPE OF SERVICES:

- A. CONSULTANT shall actively seek economic development through retention, expansion and growth in Residential, Retail and Industrial Development sectors, in this order, in and for the Sturgis community.
- B. CONSULTANT shall designate a representative to be an active participant in the promotional efforts of the Sturgis Downtown Foundation and Downtown Business Improvement District.
- C. CONSULTANT shall conduct visitation, outreach and business retention efforts with community Retail Tax Producers and Employers.
- D. CONSULTANT shall be a catalyst for growth in Residential, Retail and Industrial sectors in the Sturgis area economy.
- E. CONSULTANT shall be the primary economic development advocate for the Community and advise the City as to the opportunities for all types of development as well as potential economic threats to the Sturgis community economy.
- F. On a semi-annual basis, or more frequently upon request of the City Manager, CONSULTANT shall provide a written summary of what CONSULTANT finds to be the most significant efforts that have been provided on behalf of CITY.

2. COMPENSATION:

As consideration, the CITY shall pay to the CONSULTANT the sum of One Hundred Forty Thousand Dollars (\$140,000.00), by equal monthly payments in the amount of one-twelve of this annual total.

3. DIRECTION AND COORDINATION:

Should the CONSULTANT have concerns with the performance of any CITY staff under the guidelines of this contract, CONSULTANT shall first direct such comments and concerns to the City Manager.

4. TERM:

This Agreement shall commence on January 1, 2017 and shall terminate on December 31, 2017.

5. NON-DISCRIMINATION:

The CONSULTANT and its assigned officers and agents, and CITY and its employees, agents and officers, shall provide these services and act and conduct their respective activities under this contract without discrimination in any manner with regard to race, color, sex, creed, religion, ancestry, national origin, or disability.

6. INDEPENDENT CONTRACTOR:

The parties agree that CONSULTANT operates as a non-profit economic-development corporation and is contracting to do work according to its own methods, without being subject to the control of CITY. The relationship between CITY and CONSULTANT shall be that as between independent contractors and not as an employer-employee relationship.

7. INSURANCE:

CONSULTANT and CITY, shall secure the insurance specified below. And all such coverage shall be issued by recognized, reputable insurance companies. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided by each party to the other within 15 days of a request for the same.

- a) CONSULTANT shall maintain liability insurance providing occurrence basis coverage for any claim arising from the use or occupancy of the building and premises to be constructed and leased by CONSULTANT, in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate, naming the City of Sturgis as an insured party.
- b) CONSULTANT will provide City with at least thirty (30) days' written notice of an insurer's intent to cancel or not renew any of CONSULTANTS insurance coverage.

8. NOTIFICATION:

Notification required pursuant to this Agreement shall be made in writing and mailed by regular U.S. mail, postage prepaid, to the following addresses. Such notification shall be deemed complete upon mailing to CONSULTANT at the following address:

STURGIS ECONOMIC DEVELOPMENT CORP:

Pat Kurtenbach, President
PO Box 218
2885 Dickson Drive
Sturgis, SD 57785-1244

IF SENT TO CITY:

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

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

9. TERMINATION:

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

- a) A party breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) calendar days after the non-breaching Party gives written notice to the Party in breach by describing the breach in reasonable detail, or
- b) A party dissolves or liquidates or otherwise discontinues substantially all of its business operations.
- c) In the event of termination, CONSULTANT agrees to compensate or assume payment for any expenses incurred by CITY in performing its work for the benefit of the CITY.
- d) In the event of termination of this Agreement, the terms of the accompanying Lease Contract between the parties shall be modified accordingly.

10. JURISDICTION:

The validity, performance, and enforcement of this Agreement are governed by the laws of the State of South Dakota. Jurisdiction and venue of any legal proceeding involving the parties in connection with this Agreement will lie exclusively with the state Circuit Court located in Sturgis, South Dakota.

11. CONFIDENTIAL INFORMATION:

Both parties recognize that CONSULTANT and CITY and their officers, employees and agents, in the course of performance of this Contract, may have access to confidential information and that disclosure of such information could violate rights of private individuals and entities. CONSULTANT agrees that it shall not disclose any confidential information it obtains, and acknowledges that the public records requirements of SDCL1-27 will determine CONSULTANT'S duties under this provision. CONSULTANT further agrees to take appropriate action to prevent such disclosure by its assigned officers. The confidentiality covenants contained herein will survive termination or cancellation of this Agreement.

12. VOLUNTARY AGREEMENT:

The parties acknowledge that they are entering into this agreement freely and voluntarily, that they have the opportunity to be represented and advised by counsel in the negotiations resulting in this Contract, that they have given due consideration to the provisions contained herein, and that they thoroughly understand and consent to all provisions herein.

13. ENTIRE AGREEMENT:

This instrument contains the entire Agreement between the parties and replaces and supersedes all prior agreements, negotiations, and representations, written and oral, relating to the subject matter hereof. No statement, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

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

