



## City Council Report

Meeting Date: Monday, December 21, 2020  
Agenda Item: Intubation Contract 2021  
Prepared By: Lisa Katzenstein, Administrative Services

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### **Background:**

The Sturgis Ambulance Service Paramedics are trained to perform intubation for patients in their course of regular duties. The intubation of patients is included in their scope of practice under the direction of their Medical Director.

Sturgis Monument employs Respiratory Therapists to perform intubation services throughout the year. However, there are times, when a Respiratory Therapist is not available. As such, Monument has asked for our Paramedics be available when their own therapists are not available to perform intubation services.

The proposed contract states that Monument will provide the Ambulance Service a schedule at least 30 days in advance so that we will be able to ensure that we have Paramedics on staff during the times when we might potentially be asked to perform the service. The City's insurer has reviewed the contract and has stated that the City's current coverage does not need to be changed to accommodate the contract. 2021 would be the third full year that we have performed these services. Minor modifications were made to the contract for 2021 to accommodate Covid-21 requests. If the intubation services prove to be a burden on the service or require additional expenses, the City will be able to terminate the contract with 30 days written notice.

### **Budget Impact:**

The proposed contract provides a minimum annual payment to the Ambulance Service of \$26,000. For additional services above the base contract, there is an additional fee. This contract provides an additional revenue stream to the Service.

### **Cost, Benefit or Risks:**

We utilize on staff Paramedics to answer this call for service. Occasionally we may have to call in a stand-by (or worst case an off duty) Paramedic if the on-duty Paramedic is on another call for service. When a patient is intubated, the patient is usually transferred immediately to a higher care Monument facility (i.e. Rapid City). However, this revised 2021 contract contemplates a situation where a patient is not immediately transported due to capacity challenges – the City is appropriately compensated for the time that the Paramedic is out of emergency service.

### **Staff Recommendation:**

Staff's recommendation is to approve the attached agreement and authorize the City Manager to execute all necessary documents.

**City Manager Approval:**

A handwritten signature in blue ink that reads "Dana Arzi".

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Administrative Services

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(Not all prohibited bases apply to all programs.)"*

**MONUMENT HEALTH STURGIS HOSPITAL  
PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2020, between Monument Health, DBA Monument Health Sturgis Hospital, whose mailing address is 2140 Junction Avenue, Sturgis, SD 57785, hereinafter referred to as "MONUMENT" and the City of Sturgis DBA Sturgis Ambulance Service, whose address is 1901 Ball Park Road, Sturgis, SD 57785, hereinafter referred to as "STURGIS".

WHEREAS, the Sturgis Ambulance Service is a duly established ambulance service in the state of South Dakota that provides emergency medical services to residents in their designated 9-1-1 response area;

WHEREAS, Monument Health Sturgis Hospital is a 25-bed critical access hospital that also houses an 84-bed senior care facility, a hospice suite, and specialty clinic for visiting physicians. MONUMENT offers 24-hour emergency service, inpatient and outpatient care, and hospice;

WHEREAS, MONUMENT employs a single Respiratory Therapist who works 8am to 4pm Monday through Friday and is seeking on-call support so this employee is not on-call 24-7;

WHEREAS, MONUMENT seeks to provide the ability to for medically necessary intubations 24-7;

WHEREAS, MONUMENT requires 365 on-call night and weekend day shifts be covered;

WHEREAS, certified paramedics duly employed by STURGIS are able, under their Scope of Practice and the direction of a licensed medical doctor, intubate patients;

WHEREAS, MONUMENT seeks to contract with STURGIS to provide Paramedics in an on-call status who can perform intubations and additional services as determined and requested by the medical doctor on duty when MONUMENT'S Respiratory Therapist is not on duty;

WHEREAS, STURGIS is willing to perform this service using existing, scheduled staff;

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

1. **PAYMENT:** As consideration, MONUMENT shall pay to STURGIS in the following manner:
  - a. the sums of \$2,166.67 per month for on-call coverage, plus
  - b. an additional \$200 per shift over the 235 on-call shifts during the contract term.
  - c. Additionally, if requested by an on-duty MONUMENT Emergency Department doctor that a STURGIS Paramedic remain with a patient intubated as provided under #3(a) and 3(b) below at the Sturgis MONUMENT Health facility for longer than 2 hours, the hourly fee for the monitoring will be \$35.00 per hour. The request for such additional service shall be made within 60 minutes of completion of the intubation and Sturgis will accept or decline the request for additional service within 90 minutes of completion of intubation.

Compensation for additional on-call shift coverage beyond the service described in 1(a) above will be billed to MONUMENT monthly and must be paid monthly and within one month after the contract's term ends.

2. **SCHEDULE:** For the services described in #1(a) and 1(b) above, STURGIS will cover on average 50% of the available on-call shifts per month with a maximum of coverage of 235 on-call shifts during the duration of the contract term. *Note: Weekday on-call shifts will be 16 hour shifts. Weekend shifts will be 24 hour shifts.* STURGIS may agree, at its discretion, to take more on-call shifts than 235 per year at the additional fee schedule set out above. Weekend shifts must be split 50/50 as well.

3. **STURGIS AMBULANCE SERVICE RESPONSIBILITIES:**

- a. STURGIS shall provide a licensed Paramedic to perform an intubation at such time that the Emergency Room doctor on duty requests the procedure for a designated patient.
- b. The STURGIS licensed Paramedic will arrive at the MONUMENT facility within 30 minutes of the request being made. While providing intubation services on "MONUMENT" premises, the paramedic and any Sturgis Ambulance staff shall follow all applicable hospital policies and procedures. While following those policies and procedures, Sturgis ambulance staff will also be acting under the general supervision of the on-duty Emergency Room physician.
- c. After completion of an intubation procedure, STURGIS will not provide for on-going airway management at the MONUMENT facility. Should a patient require on-going airway management, care will be transferred promptly to a qualified MONUMENT staff person. If an inter-facility transfer to a higher level of care is necessary, that must be coordinated by MONUMENT staff through normal procedures. If an immediate patient transfer is ordered, The STURGIS paramedic will remain on premises and provide airway support until the duly dispatched STURGIS transfer crew arrives and assumes care
- d. The STURGIS Ambulance Director will work with the MONUMENT Respiratory Therapist to ensure on-call coverage. MONUMENT will provide its Respiratory Therapist Schedule to the Sturgis Ambulance Director at least thirty (30) days in advance of the effective date of the Schedule, and also no later than the last day of each calendar month during the Term of this agreement.
- e. STURGIS will provide a report summarizing interventions for inclusion in the patient's chart. This will be completed and provided to MONUMENT within 24 hours.

4. **MONUMENT RESPONSIBILITIES:** The MONUMENT doctor shall determine the need for an intubation. MONUMENT shall provide nursing staff to support the Paramedic at the time of intubation. MONUMENT will provide all equipment and supplies necessary to perform the intubation. MONUMENT is responsible for sterilization of reusable equipment and disposal of single-use and supplies and biohazard waste.

5. **TERM:** The initial term of this Agreement shall commence on January 1, 2021 and shall terminate on December 31, 2021. Upon expiration, the Agreement shall automatically renew for an additional one-year term unless either Party provides notice of termination at least 30 days prior to the expiration of the term.

6. **INDEPENDENT CONTRACTOR:** The Parties agree that STURGIS is contracting to do work according to its own methods, without being subject to the control or direct oversight of MONUMENT. The relationship between MONUMENT and STURGIS shall be not as an employer-employee relationship. STURGIS will utilize existing ambulance service intubation protocols (Appendix A) as updated and authorized by STURGIS'S Medical Director.



7. **INSURANCE:** STURGIS carries liability coverage with regards to the services provided under this contract. The liability policy is with a reputable insurance company licensed to do business in the State of South Dakota (currently One Beacon) and shall be in an aggregate of at least \$2,000,000.00 and a combined single limit of \$1,000,000.00. "MONUMENT" shall continue to maintain liability coverage for the MONUMENT Health Sturgis Hospital in an amount equal to or greater than the coverage maintained by STURGIS. Any notice of cancellation of said coverages received by either party shall be communicated to the other party within three (3) business days.

8. **LIABILITY:** Each Party shall be responsible for the acts, omissions and negligence, if any, of its employees. Neither Party shall indemnify the other for claims arising out of or related to this Agreement.

9. **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 Ambulance Service at the following address:

**IF SENT TO Sturgis MONUMENT Hospital:**

Monument Health Sturgis Hospital  
Attention: \_\_\_\_\_  
2140 Junction Avenue  
Sturgis, SD 57785

**IF SENT TO STURGIS:**

City of Sturgis DBA Sturgis Ambulance Service	AND	City of Sturgis
Attn: Ambulance Director		Attn: Finance Officer
1901 Ball Park Road		1040 Harley-Davidson Way
Sturgis, SD 57785		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.

10. **TERMINATION:** This agreement may be terminated with or without cause by giving 30 days written notice of termination to the other. Additionally, either Party may terminate this Agreement immediately if the other Party becomes excluded from participation in a federal healthcare program.

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

12. **CONFIDENTIAL INFORMATION:** As covered entities for HIPAA purposes and each Party shall fully comply with the obligations imposed upon it by HIPAA. MONUMENT recognizes that STURGIS is subject to the public records provisions of South Dakota Codified Law Chapter 1-27 as well as related City ordinances.

**13. 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 Agreement, that they have given due consideration to the provisions contained herein, and that they thoroughly understand and consent to all provisions herein.

**14. SIGNATURE AUTHORIZED:** By signing below as a Party, each party warrants and represents to the other that the person doing so has been legally authorized by the Party for which they act to sign this Agreement on behalf of that Party.

**15. ENTIRE AGREEMENT:** This written Agreement and all of its provisions shall be considered the complete agreement of the parties relating to the matters set forth therein. This contract contains the terms of the entire contract between the parties and replaces and supersedes all prior agreements, negotiations, and representations, written or oral, relating to the subject matter hereof, notwithstanding any oral representations or other writings to the contrary. The parties specifically understand and agree that upon execution of this Agreement any and all prior agreements in effect on the subject matter herein shall be terminated and extinguished and shall be of no further force or effect between the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

MONUMENT HEALTH STURGIS HOSPITAL:

Signature of Authorized Representative:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

CITY OF STURGIS DBA STURGIS AMBULANCE SERVICE:

Signature:

\_\_\_\_\_  
Daniel Ainslie, City Manager

ATTEST

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

SEAL

*Date of Council authorization to enter into contract for services:* \_\_\_\_\_



## City Council Report

Meeting Date: Monday, December 21, 2020  
Agenda Item: Authorize City Manager to sign Professional Services Contract with Dr. Mueller for Ambulance Medical Direction  
Prepared By: Lisa Katzenstein, Administrative Services

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### Background Information:

The South Dakota EMS Code requires that every ambulance service must have a Board-certified doctor overseeing the emergency medical care that is provided pre-hospital by EMTs and Paramedics. EMS Medical Direction involves granting authorities to act and accepting responsibility for the delivery of EMS patient care. Medical direction basically defines what treatments EMS providers render when presented with medical conditions through the Service's protocols. As such, the Medical Director establishes, approves, reviews and revises these protocols on a regular basis. The Medical Director also takes calls real-time from staff to provide direct medical direction.

The Sturgis Ambulance Service has been under the medical director of Dr. Michael Hogue, MD from 2012 through 2017, 2019 through March 2020. Dr. Joy Mueller has served as the Medical Director of the Sturgis Ambulance Service since April 2020 and is willing to continue in this role.

Dr. Joy Mueller is a Board-certified physician in Family Medicine with Monument Health Sturgis. Dr. Mueller is a respected member of the medical team in Sturgis and is fully qualified to serve as the Medical Director. The City has provided Dr. Mueller with the Professional Services Agreement and it has been signed.

**Cost, Benefit or Risks:** \$500 per month plus liability insurance coverage as Medical Director (a cost incorporated into our general liability policy for the entire ambulance service). We are unable to operate the Ambulance Service without a Medical Director.

**Department Head Recommendation:** Staff recommends the Council authorize the City Manager's to sign an agreement for professional services for the Medical Director on behalf of the City for the Sturgis Ambulance Service. This contract is effective January 1, 2021 through December 31, 2021.

**City Manager Approval:**

A handwritten signature in blue ink that reads "Dan Aore". The signature is written over a horizontal line.

### Administrative Services

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## MEDICAL DIRECTOR SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the City of Sturgis, 1040 Harley Davidson Way, Sturgis SD 57785, hereafter referred to as "City", a South Dakota municipal corporation, and Dr. Joy Mueller, MD (address 20788 Mossy Oak Pl, Sturgis, SD 57785), hereafter referred to as "Physician", a licensed physician practicing at and employed by the Monument Health system and/or admitting rights with the Monument Health system.

**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 assist the Director in arranging for 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. Physician will work with Ambulance Director to evaluate the need for and selection of continuing education resources beyond those available through the physician.

### **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.
- 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. As requested by the Director, attend 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. DUTIES OF CITY OF STURGIS:** In order to facilitate the Physician in performing the services and activities covered by this Agreement, the City of Sturgis shall direct Ambulance Department staff as follows:

- 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 the Sturgis Ambulance Department 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 \$500 per month for term of the contract, payable either directly to Physician at the address as set forth above or to a charity or organization of his/her choosing.

**7. INDEPENDENT CONTRACTOR:** The relationship between the parties is such that Sturgis Ambulance and Physician 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 City of Sturgis to contract with or retain other parties. As an independent contractor, the Physician is covered by the liability insurance policy described in Sections 10 and 11.

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

**9. WITHHOLDING AND TAXES:** The City of Sturgis shall not be liable for any withholding or payment, either for taxes, benefits, or other items from the payment to Physician.

**10. PHYSICIAN PROFESSIONAL LIABILITY INSURANCE:** For so long as the Physician is employed by Monument Health, the Monument system shall provide the Physician with liability coverage that cover his/her work performed on behalf of Monument Health, in effect once the patient is delivered to a Monument Health facility and the Physician takes over direct hands-on care of the patient. Should the Physician no longer be employed by Monument Health, the Physician would be solely required to provide any liability coverage for professional services he/she provides that are not covered by this contract as Medical Director.

**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 with a minimum coverage limit of \$1,000,000.00. This insurance policy shall cover the Physician in his/her capacity as the City's Medical Director as related to the ambulance service's emergency medical activities and the activities outlined in



this contract. This policy shall include coverage for the performance of or the failure to perform any professional medical services.

**12. TERM:** This Agreement shall commence on January 1, 2021 and shall continue until terminated or until December 31, 2021.

**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 days' 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 Physician and the City of Sturgis.

**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 the City of Sturgis and Dr. Joy Mueller and shall be considered the complete agreement of the parties and contains the terms of the entire contract between the parties and replaces and supersedes all prior agreements, negotiations, and representations, written or oral, relating to the subject matter hereof, notwithstanding any oral representations or other writings to the contrary.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF STURGIS**

**DR.** \_\_\_\_\_

\_\_\_\_\_  
Daniel Ainslie, City Manager

\_\_\_\_\_  
Physician Signature

Attest:

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



1040 Harley-Davidson Way  
Sturgis, SD 57785  
605-347-4422

## City Council Report

Meeting Date: December 21, 2020  
Agenda Item: Approve Contract for Rental and Servicing of Portable Toilets  
Prepared By: R. Bush- Director of Public Works

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### Background/History

Up for council consideration is the award of the Rental and Servicing of Portable Toilets Contract for the years 2021-2025 for the Annual Sturgis Motorcycle Rally and other identified special events. Each year the City of Sturgis has the need for portable toilet services for special events such as the Annual Sturgis Motorcycle Rally, that will need portable toilet services, which the City Staff cannot self-perform nor do we have the equipment necessary to perform.

Bids were received on December 09, 2020 @ 11:00AM at Sturgis City Hall. City received five (5) bids (see attached bid tab for results).

### Discussion

By putting services such as this out to bid the City gets the best available service for the best possible price. In addition, the multiple year contracts allow for staff and contractors to become familiar with operations and needs, while giving the best opportunity to budget for the services in upcoming years.


### Budget Impact

This service is a budgeted line item that is paid for from the Wastewater budget in 2021 and revenue is generated thru the Special Sanitation Fee that is charged.

### Recommendation

City Staff would recommend that the Council authorize the award of the low bid for the Rental and Servicing of Portable Toilets Contract to **HILLS TOILET SERVICE** for the years **2021-2025** @ the rates set forth in the attached bid summary and approve the City Manager signing the contract and any other documents as necessary.

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Approved:	 <hr style="width: 80%; margin: 0 auto;"/> <b>Daniel Ainslie, City Manager</b>
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**Rental & Servicing of Portable Toilets  
City of Sturgis**

**BID TABULATION**

Bid Date: December 9, 2020  
Bid Time: 11:00AM (MST)

Staff Present: Rick Bush- Public Works Director  
Elanin Wolken-Finance Office

CONTRACTOR BIDDER	Addenda	Year 1	Year 2	Year 3	Year 4	Year 5	Average
Central States Sanitation	N/A	1st-\$15.95 2nd-\$11.75 3rd-\$7.50	1st-\$16.42 2nd-\$12.10 3rd-\$7.71	1st-\$16.94 2nd-\$12.49 3rd-\$7.94	1st-\$17.48 2nd-\$12.90 3rd-\$8.18	1st-\$18.03 2nd-\$13.32 3rd-\$8.42	1st-\$16.96 2nd-\$12.51 3rd-\$7.95
Superior Sanitation	N/A	1st-\$25.00 2nd-\$15.00 3rd-\$15.00	1st-\$25.00 2nd-\$15.00 3rd-\$15.00	1st-\$20.00 2nd-\$15.00 3rd-\$15.00	1st-\$25.00 2nd-\$15.00 3rd-\$15.00	1st-\$20.00 2nd-\$15.00 3rd-\$15.00	1st-\$23.00 2nd-\$15.00 3rd-\$15.00
A Royal Flush Portables	N/A	1st-\$20.00 2nd-\$15.00 3rd-\$0.00	1st-\$20.00 2nd-\$15.00 3rd-\$0.00	1st-\$21.00 2nd-\$15.75 3rd-\$0.00	1st-\$21.00 2nd-\$15.75 3rd-\$0.00	1st-\$22.00 2nd-\$16.50 3rd-\$0.00	1st-\$20.80 2nd-\$15.60 3rd-\$0.00
Hills Toilet Service	N/A	1st-\$16.35 2nd-\$9.85 3rd-\$7.50	1st-\$16.35 2nd-\$9.85 3rd-\$7.50	1st-\$16.35 2nd-\$9.85 3rd-\$7.50	1st-\$16.35 2nd-\$9.85 3rd-\$7.50	1st-\$16.35 2nd-\$9.85 3rd-\$7.50	1st-\$16.35 2nd-\$9.85 3rd-\$7.50
G&G Garbage	N/A	1st-\$27.50 2nd-\$20.50 3rd-\$20.50	1st-\$25.00 2nd-\$20.00 3rd-\$20.00	1st-\$25.00 2nd-\$20.00 3rd-\$20.00	1st-\$25.00 2nd-\$20.00 3rd-\$20.00	1st-\$25.00 2nd-\$20.00 3rd-\$20.00	1st-\$25.50 2nd-\$20.10 3rd-\$20.10

**LOW BIDDER- Hills Toilet Service**





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## City Council Report

Meeting Date: December 21, 2020  
Agenda Item: TIFD #20 Boundary and Project Plan  
Prepared By: Laura Abernathy

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### **Background Information:**

The City of Sturgis is proposing to establish Tax Increment Finance District #20. The legal description of the proposed boundary is as follows:

LOT 3 OF DAVENPORT RANCH ADDITION, LOCATED IN THE W ½ NW ¼ OF SECTION 22, T5N, R5E, B.H.M., CITY OF STURGIS, MEADE COUNTY, SOUTH DAKOTA, AS SHOWN ON THE PLAT FILED IN PLAT BOOK 24 ON PAGES 119-120.

BLOCK A OF DAVENPORT RANCH ADDITION, AS SHOWN ON THE PLAT FILED IN PLAT BOOK 27 ON PAGE 130.

BLOCK B OF DAVENPORT RANCH ADDITION, AS SHOWN ON THE PLAT FILED IN PLAT BOOK 27 ON PAGE 130.

The purpose of creating a new tax district is to help fund improvements within the proposed boundary and to encourage development of vacant property. This is a private development that will add 57 single-family residential lots to the community. The project plan includes improvements to city infrastructure including storm water drainage, sidewalks, road improvements, sewer and water main extensions, and a bike path extension. To help promote the development of the property and to fund improvements to the surrounding area, the TIFD will be established to help pay for a portion of these costs.

### **Cost, Benefit or Risks:**

Additional tax growth for the properties within the TIF boundary will help subsidize the cost of improvements to the area. After the TIF expires, the tax revenues for the full value of the property will be allocated to the three tax entities (city, county, and school). Community benefits include providing additional housing lots, and utilization of city and water infrastructure that the city has already invested in in preparation of development of the area. Project details have been included in the packet.

### **Budget Impact:**

Developing the property will eventually lead to increases in local revenues that diversify and strengthen the tax base. This will come from numerous additional residents who will expand the customer base for existing and new businesses.

### **Staff Recommendation:**

The Planning Commission reviewed the proposed boundary and the project plan, and voted (4 yes/2 abstaining) to set the boundary as described above and voted to recommend approval of the project plan at

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the October 13 special meeting. City staff recommends that the City Council approve the creation of the new tax district, approve the project plan, and approve the authorizing and signing of contracts for private development of TIFD #20.

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**City Manager Approval:**

*Dacari*

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**RESOLUTION 2020-70  
CREATION OF TAX INCREMENTAL DISTRICT NUMBER TWENTY**

WHEREAS, the Common Council of the City of Sturgis deems it necessary to create a tax incremental district, pursuant to SDCL 11-9-5, to be designated as Tax Incremental District Number Twenty (TID #20) and includes the real property as more particularly described herein; and

WHEREAS, the Council has reviewed and considered the recommendation provided to the Council by the Sturgis Planning and Zoning Commission; and

WHEREAS, the property within the following described District meets the qualifications and criteria set forth in SDCL 11-9-8 for a tax incremental district; and

WHEREAS the Council finds that not less than twenty-five percent, by area, of the real property within the district is a blighted area or not less than fifty percent, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources; and

WHEREAS, the Council finds that the use of tax increment financing to promote this development is authorized by the statutes of the State of South Dakota; and

WHEREAS, the Council finds improvement of the area is likely to significantly enhance the value substantially of all the other real property in the district.

NOW, THEREFORE, BE IT RESOLVED by the City of Sturgis that the real property legally described below and known as the Garden Grove Development shall constitute the final boundaries of Tax Incremental District Number Twenty (TID #20):

LOT 3 OF DAVENPORT RANCH ADDITION, LOCATED IN THE W ½  
NW ¼ OF SECTION 22, T5N, R5E, B.H.M., CITY OF STURGIS, MEADE  
COUNTY, SOUTH DAKOTA, AS SHOWN ON THE PLAT FILED IN  
PLAT BOOK 24 ON PAGES 119-120.

BLOCK A OF DAVENPORT RANCH ADDITION, AS SHOWN ON THE  
PLAT FILED IN PLAT BOOK 27 ON PAGE 130.

BLOCK B OF DAVENPORT RANCH ADDITION, AS SHOWN ON THE  
PLAT FILED IN PLAT BOOK 27 ON PAGE 130.

BE IT FURTHER RESOLVED that said Tax Incremental District Number Twentyn, City of Sturgis, described above shall upon passage and publication be forwarded to the State of South Dakota Department of Revenue to set the aggregate assessed value pursuant to SDCL 11-9-20.

Dated at Sturgis, Meade County, South Dakota, and this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF STURGIS



By: \_\_\_\_\_  
Mark Carstensen, Mayor

ATTEST:

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

(SEAL)

Published:

Effective:

**RESOLUTION 2020-71 RESOLUTION  
APPROVING PROJECT PLAN FOR  
TAX INCREMENTAL DISTRICT NUMBER TWENTY**

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

**WHEREAS**, the Common Council has established Sturgis Tax Incremental District Number Twenty by Resolution 2020-70 on December 21, 2020; and

**WHEREAS**, the Common Council deems it in the best interests of the City to promote the creation of affordable housing developments within the City; and

**WHEREAS**, the Project Plan approval helps make such affordable housing development feasible by assisting with various public works improvements including streets, bicycle path, utility connections and earthwork within the tax increment district; and

**WHEREAS**, the use of tax increment financing to promote this development is authorized by the statutes of the State of South Dakota; and

**WHEREAS**, the lack of available affordable housing hinders workforce development within the community and the growth in customer base which in turn hampers economic growth and sales tax revenue growth within the community.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF STURGIS** that the Project Plan for Tax Incremental District Number Twenty be, and is hereby, approved as presented by the Sturgis Planning Commission.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF STURGIS

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

ATTEST:

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

Published:

Effective:

**RESOLUTION 2020-72  
RESOLUTION APPROVING AND  
AUTHORIZING THE SIGNING OF  
CONTRACTS FOR PRIVATE  
DEVELOPMENT OF TAX INCREMENTAL  
DISTRICTS NUMBER TWENTY**

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

**WHEREAS**, the Common Council has approved a project plan for Sturgis Tax Incremental District Number Twenty by Resolution 2020-71 on December 21, 2020; and

**WHEREAS**, the approved Project Plans will stimulate development and economic growth throughout the community; and

**WHEREAS**, the use of tax increment financing to promote these developments are authorized by the statutes of the State of South Dakota; and

**WHEREAS**, to fully implement each project plan a Contract for Private Development of Tax Incremental District is required and that each Project Plan's associated Contract for Private Development was reviewed and available for public comment during the \_\_\_\_\_, 2020 Council meeting.

**NOW THEREFORE BE IT RESOLVED BY THE CITY OF STURGIS** that the associated Contract for Private Development of Tax Incremental District Number Twenty are hereby approved by the Sturgis Common Council and that City Manager Daniel Ainslie is hereby authorized to sign each contract.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF STURGIS

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

ATTEST:

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

Published:  
Effective:



**PROJECT PLAN FOR  
TAX INCREMENTAL DISTRICT NUMBER TWENTY**

**Between  
GARDEN GROVE DEVELOPMENTS  
and  
CITY OF STURGIS, SOUTH DAKOTA**

**December 21, 2020**

**1. PARTIES:**

The parties to this plan are the CITY OF STURGIS, a municipal corporation organized under the laws of the State of South Dakota, hereinafter referred to as CITY; and GARDEN GROVE DEVELOPMENTS, LLC a South Dakota corporation, hereinafter referred to as DEVELOPER.

**2. PURPOSE:**

The City of Sturgis has identified affordable, quality residential growth as a community need and has encouraged the private sector to develop such projects. As part of this encouragement, the CITY has authorized use of tax increment financing through the creation of Sturgis Tax Incremental District Number Twenty. Tax increment financing is authorized by South Dakota Law, as specified in SDCL 11-9. The CITY finds that the long-term vacancy of the subject property, the lack of adequate storm water, domestic water, paving and sewer lines has impaired the economic growth of the area as defined in SDCL 11-9-11.

**3. TERMS OF PLAN (SDCL 11-9-13(5)):**

This plan, covering all work efforts expended to date as well as subsequent efforts to be performed by CITY and DEVELOPER to effectuate Sturgis Tax Incremental District Number Twenty, shall be completed by December 20, 2025 or sooner if all components of this plan have been completed. The CITY shall provide the funds necessary to finance the obligations identified in this plan as payments are necessary through an interfund loan fully amortized for 20 years at an annual interest rate of 5%. The CITY shall use unobligated funds from the General Fund (40%) and the Water Fund (60%) in the total amount of \$2,200,000 as needed to make the obligations outlined in this agreement, which will provide the initial financing necessary to make all TIF Fund payments to CITY and DEVELOPER and make annual debt payments for up to five years after the signature of this plan. The City shall account for all expenses paid in relation to this plan in a separate fund. Annual repayment of debt from the tax increment shall be used to retire the City's prefunded expenses incurred when originating the Tax Incremental District 20 Fund as well as annual debt payment made to the City.

**4. RESPONSIBILITIES (SDCL 11-9-13(1)):**

Parties to this contract agree to the following responsibilities:

**CITY agrees to:**

- a) Complete the processing of the Project Plan, Private Development Contract documents and the required TIF documentation.
- b) Complete the storm sewer tie in between Davenport Loop and the termination of the storm sewer line along Vanocker Canyon Road.

**DEVELOPER agrees to:**

- a) Complete the construction of at least 55 new units of residential units, with an anticipated assessed valuation of at least \$15,400,000 which the parties expect will significantly enhance the property value of the TIF district (SDCL 11-9-8).
- b) Complete the construction of all necessary infrastructure for this Garden Grove development (including but not limited to sidewalks, curb, gutter, storm water lines and retention ponds, domestic water lines, sewer lines, street lighting and pavement).

**5. COMPENSATION (SDCL 11-9-13(3)):**

All parties agree that the CITY shall receive compensation from the TIF Fund proceeds in the following amounts:

Administrative Costs (SDCL 11-9-15 (5))	\$ 25,000
Construction of public infrastructure for project (SDCL 11-9-15 (8))	\$110,000
Financing Costs for up to 5 Years and Reserves (SDCL 11-9-15 (2))	\$290,000

All parties agree that the DEVELOPER shall receive compensation from the TIF Fund proceeds in the following amounts (see attached engineer's estimate):

Construction of public infrastructure for project (SDCL 11-9-15 (8))	\$1,775,000
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**6. FISCAL IMPACT STATEMENT:**

Parcel Number	Property Value	Structure Value	Total Value	City General 6.231	School General 7.873/11.474	County General 4.047
01.49.03	166,965	0	166,965	1,040	1,315	\$676
01.49.02R	123,215	0	123,215	768	970	\$499
11.22.12	197,390	0	197,390	1,230	1,554	\$799
Current Total	487,570	0	487,570	3,038	3,839	1,973
55 Homes	1,375,000	14,025,000	15,400,000	95,957	121,244	62,324
Total Post Dev	1,862,570	0	15,887,570	98,995	125,083	64,297
Total Increase Value	1,375,000	14,025,000	15,400,000	95,957	121,244	62,324

The total assessed valuation upon the completion of the project is anticipated to increase by \$15,400,000. During the period of debt repayment, each taxing agency will retain their existing revenue (City \$3,038, School \$3,839 and County \$1,973). Upon the completion of the repayment of the indebtedness the total assessed valuation is anticipated to grow an additional \$15,400,000. This is anticipated to generate the following annual revenue for the taxing agencies:

- a) City: \$95,957
- b) School: \$121,244
- c) County: \$62,324

**7. ECONOMIC FEASIBILITY STUDY (SDCL 11-9-13(2)):**

The fiscal impact statement is modeled after the confidential information provided by the developer to the City of Sturgis. This information includes the anticipated construction and sales forecast of approximately 36 units in 2021 and 19 units in 2022. The forecast takes a conservative approach that all residential units would be owner occupied (this is a 19.8% reduction in total tax revenue) and the average assessed value for each home is anticipated in this analysis to be \$280,000.



Year	Start of Year Loan Balance	Yearly Interest Paid	Yearly Principal Paid	Total Interest
2021	2,200,000	108,507	65,721	108,507
2022	2,134,279	104,626	194,107	213,134
2023	1,940,172	94,775	184,750	307,909
2024	1,755,422	85,323	194,202	393,233
2025	1,561,221	75,388	204,137	468,620
2026	1,357,083	64,944	214,581	533,564
2027	1,142,502	53,965	225,560	587,529
2028	916,942	42,425	237,100	629,954
2029	679,842	30,295	249,230	660,248
2030	430,612	17,543	261,982	677,792
2031	168,630	4,523	168,630	682,314

As illustrated, the TIF debt would be fully re-paid by 2031. Each tax payment received shall be credited towards repayment of outstanding principal and interest. If funds advanced to the Developer are not repaid within the fifteen-year period following completion of the project plan, the remaining balance of unpaid principal and interest shall become immediately due on owing by the Developer to the City. A lien for such unpaid balance shall attach to the Developer's property within the Tax Increment District Number Sixteen at 12:01 am on December 21, 2040 to provide security for repayment of that unpaid balance to the City.

**8. PROJECT PLAN STATUTORY REQUIRED STATEMENTS (SDCL 11-9-16):**

The proposed development does not require a change to the City's adopted comprehensive plan and building codes. The development would be zoned Medium Density Residential.

Cost of 55 homes                      \$15,400,000

There are no existing residents or commercial entities on the parcels being developed as part of this proposed TIFD and no relocation is anticipated.

**9. MODIFICATION OF CONTRACT:**

This contract and the companion Contract for Private Development for Tax Incremental District Number Twenty constitutes the entire agreement for Tax Incremental District Number Twenty

between all parties. No amendment or modification changing its scope or terms shall have any force or effect unless it is in writing and signed by all parties.

**10. AUTHORITY TO ACT:**

Each person signing below hereby represents to the other party that by signing below they have been duly authorized by the respective contracting parties to negotiate, execute and perform the actions subject to and required by this contract.

**11. COMPLETE AND FINAL AGREEMENT:**

This written Project Plan Agreement and the Private Development Plan for Tax Incremental District Number Twenty shall be considered the complete agreement of the parties relating to the matters set forth therein, notwithstanding any oral representations or other writings to the contrary. The parties specifically understand and agree that upon execution of this Project Plan and Private Development Plan for Tax Increment District Number Twenty any prior oral representations or other writings to the contrary, related to the subject matter of this contract, shall be terminated and extinguished and shall be of no further force or effect between the parties

**12. PARTIES BOUND:**

This agreement shall be binding upon the parties hereto and their successors and assigns.

Executed this \_\_\_\_\_ of December, 2020.

Garden Grove Developments, LLC

\_\_\_\_\_  
Managing Member

State of South Dakota )

) ss.

County of Meade )

On this the \_\_\_\_ day of December, 2020, before me, the undersigned officer(s), personally appeared \_\_\_\_\_, who acknowledged himself to be a Managing Member of Garden Grove Developments, LLC and that he, as such Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name Garden Grove Developments, LLC by himself as Managing Member.

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

(seal)

\_\_\_\_\_  
Notary Public – South Dakota

My Commission Expires\_\_\_\_\_

**CITY OF STURGIS**

\_\_\_\_\_  
By: Daniel Ainslie

Sturgis City Manager

State of South Dakota )

) ss.

County of Meade )

On this the \_\_\_\_ day of December, 2020 before me, the undersigned officer, personally appeared Daniel Ainslie who acknowledged himself to be the City Manager of THE CITY OF STURGIS, South Dakota, a municipal corporation, and that he as such City Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the CITY OF STURGIS by himself as City Manager.

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

(seal)

\_\_\_\_\_  
Notary Public - South Dakota

My Commission Expires\_\_\_\_\_

**CONTRACT FOR PRIVATE DEVELOPMENT OF TAX INCREMENTAL DISTRICT  
NUMBER TWENTY**

Between  
**GARDEN GROVE DEVELOPMENTS**  
and  
**CITY OF STURGIS, SOUTH DAKOTA**

**December 21, 2020**



## CONTRACT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT made and entered into on this \_\_\_\_ day of December, 2020, between GARDEN GROVE DEVELOPMENTS, LLC (herein referred to as "Developer"), a South Dakota Limited Liability Corporation, and the City of Sturgis, a municipal corporation and political subdivision of the State of South Dakota (herein after referred to as "City").

SECTION 1. The City of Sturgis created Tax Incremental District (TID) Number Twenty by Resolution 2020-XX of the Common Council on \_\_\_\_\_, 2020.

SECTION 2. The City of Sturgis approved the Project Plan for Tax Incremental District Number Twenty by Resolution 2020-XX of the City Council on \_\_\_\_\_, 2020.

SECTION 3. The tax incremental base value of property located in Tax Incremental District Number Twenty as recorded by the Meade County Director of Equalization has a 2020 aggregate assessed value of FOURHUNDRED EIGHTYSEVEN THOUSAND FIVEHUNDRED SEVENTY (\$487,570) DOLLARS.

SECTION 4. The City will provide internal financing through a loan from the General Fund and Water Fund in the amount of \$2,200,000 to fund estimated project costs for construction of site improvements, including but not limited to sidewalks, curb, gutter, storm water lines and retention ponds, domestic water lines, sewer lines, street lighting, pavement, paths, interim financing and other costs specified in the approved Project Plan referenced in Section 4 and 5 of that Plan. Specifically, under Compensation Developer Costs, the Project Plan authorizes a maximum of \$2,200,000 for the implementation of the project plan to construct public infrastructure and thereby stimulate and develop the general economic welfare and prosperity of the City and State. The internal finance funds and all other costs to the City shall be repaid to the City utilizing tax increment revenue receipts from Tax Incremental District Number Twenty.

- a) Project improvements to be constructed with TIFD funds shall conform to plans and specifications prepared and submitted to the City of Sturgis by the Developer in

conjunction with their development project. Official documents of record in this matter shall be those plans and specifications approved by the City in conjunction with issuing any and all project building permits, and these documents shall be maintained in the Office of the City Building Inspector. Further, all included site improvements shall be in full conformity with all applicable city codes and ordinances.

b) All construction activity of public infrastructure shall comply with so-called "State Bid Law" requirements in the same manner in which the City of Sturgis is required to bid and award construction projects. Specifically, it is a condition of this agreement that all provisions of South Dakota law regarding the expenditure of public funds are incorporated herein, and the requirements of Chapter 5-18 in the South Dakota Codified Laws are an integral part of this agreement. The Developer shall provide adequate documentation of compliance with Chapter 5-18 promptly upon the request of the City.

c) Upon completion of the improvements specified in Section 4, the Developer shall certify to the City Finance Officer that such improvements have been completed and shall certify the amount of money disbursed therefore. The City shall have the right to require prompt and reasonable documentation to establish that the amounts set forth in the TIFD Number Twenty Project Plan have been disbursed in payment for the authorized expenditures. Further, the City shall have the right to inspect the premises at reasonable times and at reasonable intervals for the purpose of establishing that the improvements have been completed in a workmanlike manner. Any inspection made by the City pursuant to this provision shall be solely for the purpose of financial administration, and no liability shall accrue to the City arising out of any alleged insufficiency of such inspection.

SECTION 5. All positive tax increments received from TIFD Number Twenty shall, upon receipt by the City, be deposited in a special fund to be known as the "Tax Incremental District Number Twenty Fund." The City shall, within thirty (30) days after receipt of each tax increment payment from the Meade County Treasurer, disburse all receipts to the underlying

City fund from which the initial financing and all additional debt repayment transfer for the “Tax Incremental District Number Twenty Fund” was provided.

SECTION 6. The parties agree that time is of the essence of this Agreement.

SECTION 7. It is specifically a condition of this Agreement and a condition of the Developer’s obligation to re-pay, that all sums payable during the period of the plan shall be limited to the proceeds of the positive tax increment from Tax Incremental District Number Twenty received into the special fund specified in Section 5 above. The obligation of the Developer to pay the City pursuant to this Agreement does not constitute a general indebtedness of the City or a charge against the City’s general taxing power. It is also specifically agreed that the City has made no representation that the proceeds from such fund shall be sufficient to retire the indebtedness incurred by the Developer under Section 4 hereof. In addition, the Developer specifically agrees to hold the City harmless and indemnify the City regarding any indebtedness incurred herein as set forth in Paragraph 5 and 8 of the companion Project Plan.

SECTION 8. The parties further agree that in addition to provisions of SDCL 11-9-25 defining maximum limits of the duration of the allocability of positive tax increment payments to the fund created by Section 5 herein; this Agreement further restricts the life of TID Number Twenty to the earlier of the following:

- a) The retirement of all outstanding authorized TID Number Twenty debt, as specified in Section 5 of this Agreement; or
- b) Payment of the final positive tax increment payment authorized in the Project Plan specified in Section 2 of this Agreement, with such payment defined as the total amount being assessed in the year 2039, and payable in the year 2040.

SECTION 9. Further, the parties to this Agreement recognize and acknowledge that projected tax increment revenue payments derived in the Project Plan specified in Section 2 of this agreement utilized estimated property valuations-based upon project components and cost estimates provided by the Developer for estimating future tax payments based upon the real property tax structure and taxation rates currently existing in Meade County and the City of Sturgis.

However, both parties acknowledge that there can be no certainty that future tax rates will be at or above the rates utilized in the Project Plan.

SECTION 10. It is contemplated by the parties to this Agreement that the Developer may assign its interest under this Agreement as security for the note or loan agreement, or other financing as described in Section 4 hereof. It is understood and agreed by and between the parties that any such assignment shall be in writing and, if agreed to by the City, the City shall make any subsequent disbursement pursuant to such assignment, and to the extent of such disbursement it shall relieve the City of the obligation to make such disbursement to the Developer.

SECTION 11. Each person signing below hereby represents to the other party that by signing below they have been duly authorized by the respective contracting parties to negotiate, execute and perform the actions subject to and required by this contract.

SECTION 12. This written Project Plan Agreement and the Private Development Plan for Tax Incremental District Number Twenty shall be considered the complete agreement of the parties relating to the matters set forth therein, notwithstanding any oral representations or other writings to the contrary. The parties specifically understand and agree that upon execution of this Project Plan and the Private Development Plan for Tax Increment District Number Twenty any prior oral representations or other writings to the contrary, related to the subject matter of this contract, shall be terminated and extinguished and shall be of no further force or effect between the parties

SECTION 13. This agreement shall be binding upon the parties hereto and their successors and assigns.



DATED this \_\_\_\_\_ day of December, 2020.

Garden Grove Developments, LLC

\_\_\_\_\_  
Managing Member

State of South Dakota )

) ss.

County of Meade )

On this the \_\_\_ day of December, 2020, before me, the undersigned officer(s), personally appeared \_\_\_\_\_, who acknowledged himself to be a Managing Member of Garden Grove Developments, LLC and that he, as such Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name Garden Grove Developments, LLC by himself as Managing Member.

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

(seal)

\_\_\_\_\_  
Notary Public – South Dakota  
My Commission Expires\_\_\_\_\_

**CITY OF STURGIS**

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

State of South Dakota )  
   ) ss.  
County of Meade       )

On this the \_\_\_ day of December, 2020 before me, the undersigned officer, personally appeared Daniel Ainslie who acknowledged himself to be the City Manager of THE CITY OF STURGIS, South Dakota, a municipal corporation, and that he as such City Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the CITY OF STURGIS by himself as City Manager.

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

(seal)

\_\_\_\_\_  
Notary Public - South Dakota

My Commission Expires \_\_\_\_\_

ATTEST:

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



# TAX INCREMENT FINANCE DISTRICT #20

PINE VIEW DR

BOWMAN LN

CANYON VIEW CT

WHEELER SUBDIV



CANYON VILLAGES

NW 1/4 NW 1/4  
23-55-05

DAVE SPOTT RANCH ADDITION

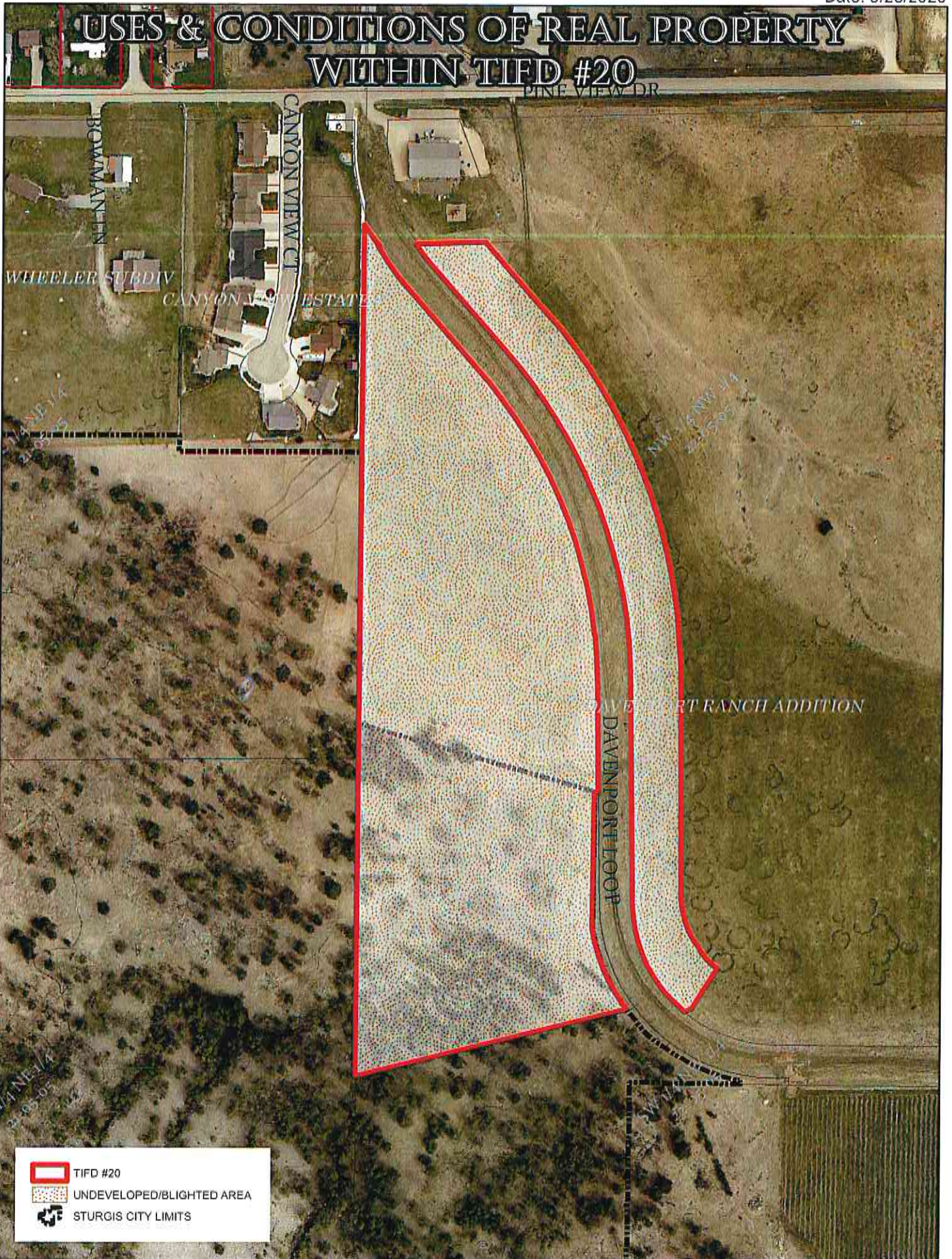
DAVENPORT LOOP

1/1 NE 1/4  
23-05-05

 TIFD #20  
 STURGIS CITY LIMITS



# USES & CONDITIONS OF REAL PROPERTY WITHIN TIFD #20



TIFD #20

UNDEVELOPED/BLIGHTED AREA

STURGIS CITY LIMITS



# PROPOSED IMPROVEMENTS TIFD #20

PINE VIEW DR

BOWMAN LN

WHEELER SUBDIV

CANYON VIEW ESTATES

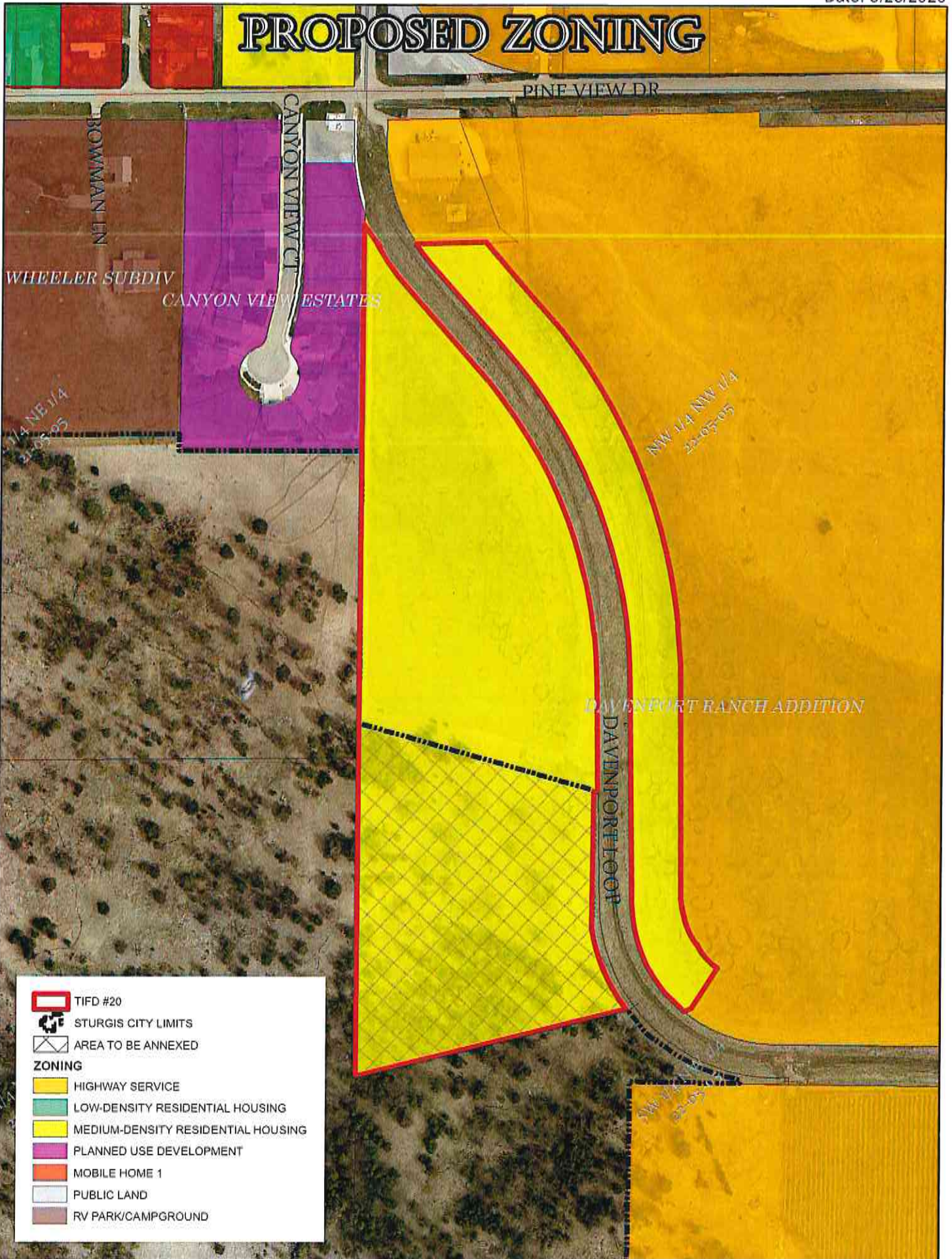
DAVENPORT RANCH ADDITION

DAVENPORT LOOP

-  ADD HYDRANT
-  ADD MANHOLE
-  8" SEWER MAIN EXTENSION
-  8" WATER MAIN EXTENSION
-  4' WIDE SIDEWALK
-  8' WIDE BIKE PATH
-  EXISTING 10" WATER MAIN
-  EXISTING 10" SEWER MAIN
-  NEW ROAD SURFACE
-  RESIDENTIAL HOUSING LOT



# PROPOSED ZONING



**TIFD #20**

**STURGIS CITY LIMITS**

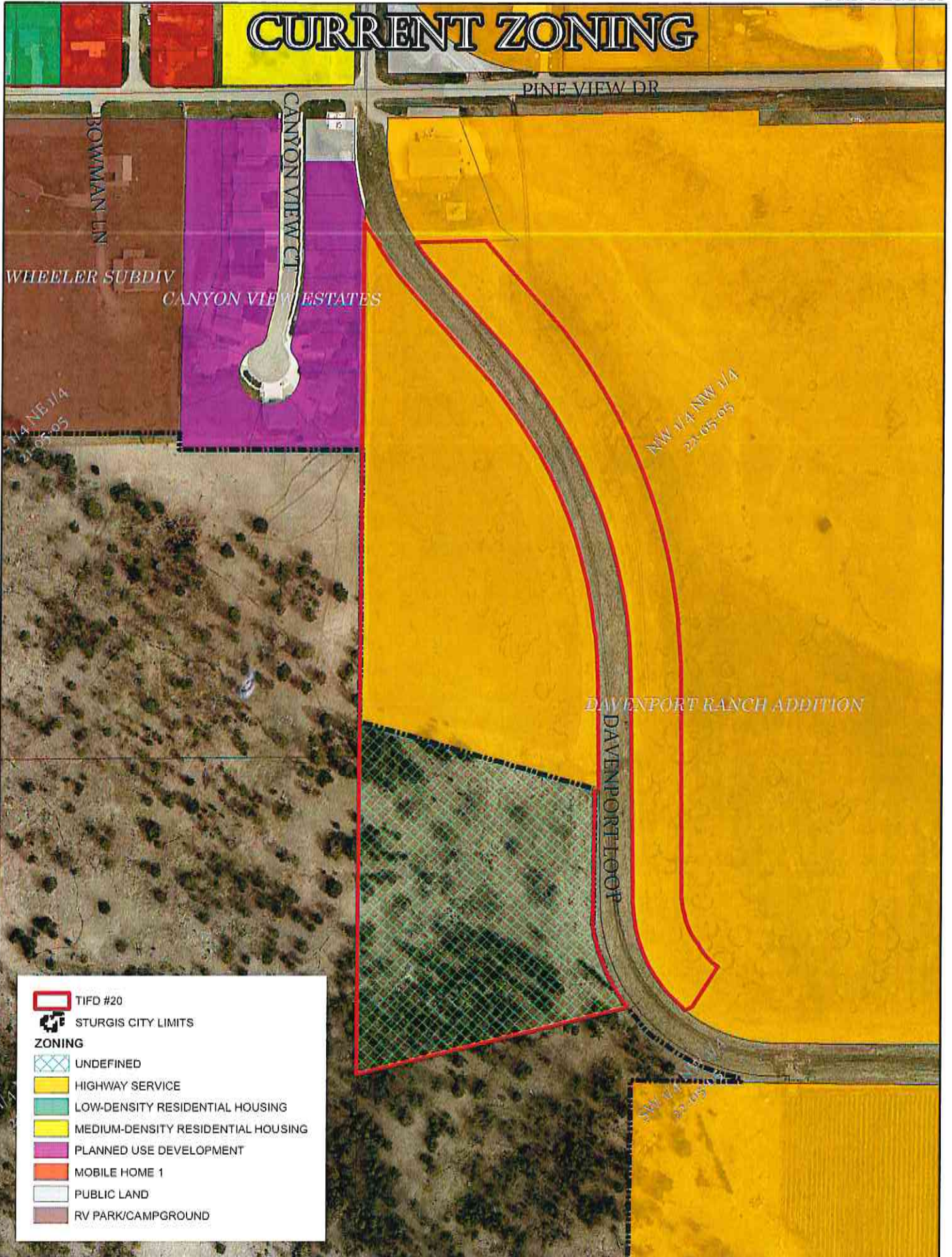
**AREA TO BE ANNEXED**

**ZONING**

- HIGHWAY SERVICE
- LOW-DENSITY RESIDENTIAL HOUSING
- MEDIUM-DENSITY RESIDENTIAL HOUSING
- PLANNED USE DEVELOPMENT
- MOBILE HOME 1
- PUBLIC LAND
- RV PARK/CAMPGROUND



# CURRENT ZONING



- TIFD #20
- STURGIS CITY LIMITS
- ZONING**
- UNDEFINED
- HIGHWAY SERVICE
- LOW-DENSITY RESIDENTIAL HOUSING
- MEDIUM-DENSITY RESIDENTIAL HOUSING
- PLANNED USE DEVELOPMENT
- MOBILE HOME 1
- PUBLIC LAND
- RV PARK/CAMPGROUND