



# City of Flandreau City Council Meeting

## Agenda

6:30 p.m., Monday  
January 6<sup>th</sup>, 2020  
City Council Chambers  
1005 W. Elm Avenue  
Flandreau, SD

Meeting called by: Mayor Bonrud

Type of meeting: Regular

### Agenda topics

#### Pledge of Allegiance

Alderman Pesall

2

Adopt Agenda

2

Public Hearing for Special Malt Beverage and  
Wine Licenses for Flandreau Baseball  
Association

2

Approve Minutes – December 16, 2019

2

Approve Bills for City

#### Administrative Reports

5

Mayor's Report

Mayor Bonrud

5

City Administrator's Report

Jeff Pederson

Approve Administrative Reports

#### Old Business

None

#### New Business

2

Resolution 2020-01, 2020 Salaries

5

Bid Award – Playground Equipment at Broad  
Avenue Mobile Home Park

5

**Contract with CBI Business Services**

Public Comments

Council Comments

**Special notes:**

Other business properly referred to the City Council.

Jeff Pederson  
City Administrator

**Distribution:**

Mayor Bonrud  
Alderman Bjerke  
Alderman Pesall  
Alderman Sutton  
Alderman Tufty  
Alderman Unger  
Alderman Whitman

Cc:

Newspaper: Moody County Enterprise  
Radio: Carol Kiecksee  
City Attorney: Corey Bruning

**Agenda Action Form  
Flandreau City Council**

Meeting Date: 1/6/2020

**Title:** Application for Special On-Sale Liquor License

Motion       Resolution       Ordinance       Other

**Background Information:** An application for a special malt beverage and on-sale wine license has been submitted by the Flandreau Baseball Association for a fundraiser to be held at the William J. Janklow Community Center on January 18<sup>th</sup>, 2020. The association is raising funds to assist with projects at the City Park.

**Justification:** Required per SDCL 35-4-124

**Financial Consideration:** \$25.00 Permit Fee will be credited to the General Fund

**City Administrator's Recommendation:** Approval

**Attachments:** Application for Temporary On-Sale Liquor License

NOTICE OF PUBLIC HEARING ON APPLICATION FOR  
SPECIAL MALT BEVERAGE AND SPECIAL ON-SALE WINE LICENSES

NOTICE IS HEREBY GIVEN THAT: The City Council in and for the City of Flandreau, South Dakota, on Monday, the 6<sup>th</sup> day of January, 2020, at the hour of 6:30 p.m. at the City Council Chambers in the City of Flandreau, will meet in regular session to consider the following application for Special Malt Beverage and Special On-Sale Wine Licenses to operate within the City which has been presented to the City Council and filed in the Office of the City Finance Officer:

Flandreau Baseball Association  
802 W. Community Drive  
**Special Malt Beverage and On-Sale Wine Licenses  
for January 18<sup>th</sup>, 2020**

NOTICE IS HEREBY GIVEN THAT any person, persons, or their representative who are interested in the approval or rejection of any such application may appear and be heard at such scheduled Public Hearing.

Dated at Flandreau, South Dakota this 24<sup>th</sup> day of December, 2019.

Jeff Pederson  
City Administrator

Publish: December 25<sup>th</sup>, 2019 "at approximate cost"

APPLICATION FOR TEMPORARY ON-SALE SPECIAL ALCOHOLIC BEVERAGE LICENSE AT THE WILLIAM J. JANKLOW COMMUNITY CENTER ACCORDING TO SDCL 35-4-124

NAME OF APPLICANT: Flandreau Baseball Association - CHRIS WIESE  
ADDRESS: 620 E. Pipestone Ave. Flandreau, SD 57028  
TELEPHONE NUMBER: 605-864-0289

EVENT: Fundraiser - Dueling Pianos, Park Improvement Projects

I, the undersigned, hereby make application to the CITY OF FLANDREAU, SOUTH DAKOTA for a Temporary On-Sale Special Alcoholic Beverage License to be operated at the William J. Janklow Community Center for the following period of time not to exceed twenty-four (24) hours:

From 6:00 o'clock p.m. on the 18<sup>th</sup> day of January, 2020  
To 1:00 o'clock a.m. on the 19<sup>th</sup> day of January, 2020

In making this application, I understand that all State Laws governing on-sale licenses apply including the hours of authorized sale/consumption and the prohibitions regarding the presence and/or sale to minors.

Dated this 20<sup>th</sup> day of December, 2020

  
Applicant's Signature

**TEMPORARY PERMIT**

Having considered the foregoing Application and approving the same, the governing body of the City of Flandreau, South Dakota issues to said applicant a temporary on-sale license upon the property described above during the hours set forth in the application subject to and as authorized by SDCL 35-4-124.

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

CITY OF FLANDREAU, SD

By: \_\_\_\_\_  
Mayor or Council President

APPROVED BY COUNCIL on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**CITY OF FLANDREAU  
1005 W. Elm Avenue  
Flandreau, SD 57028-1404**

**COUNCIL PROCEEDINGS  
December 16<sup>th</sup>, 2019**

The City Council of the City of Flandreau, South Dakota, met in regular session on Monday, December 16<sup>th</sup>, 2019 at 6:30 p.m. at the City Council Chambers, 1005 W. Elm Avenue, Flandreau, SD.

Present: Mayor Mark Bonrud. Aldermen: Brad Bjerke, Bob Pesall, Dan Sutton, Jason Unger, and Donald Whitman. Absent: Karen Tufty. Also present were City Administrator Jeff Pederson; Finance Officer Karen Gundvaldson; and Brenda Wade Schmidt, Moody County Enterprise.

The proposed agenda was reviewed. Motion by Pesall and seconded by Sutton to adopt the proposed agenda. The following members voted aye: Bjerke, Pesall, Sutton, Unger, and Whitman. Nays: None. Absent: Tufty. Motion carried.

Motion by Bjerke and seconded by Unger to approve the minutes of December 3<sup>rd</sup>, 2019. The following members voted aye: Bjerke, Pesall, Sutton, Unger, and Whitman. Nays: None. Absent: Tufty. Motion carried.

Motion by Sutton and seconded by Whitman to allow the following claims for the City and to pay them: (20784) Payroll 12/4/2019: general, 15,298.64; 3<sup>rd</sup> penny, 227.56; water, 3,588.70; electric, 7,886.13; sewer, 3,306.59; airport, 152.51; solid waste, 420.40; (20786) VOID. (20823) Ahlers Automotive, tire repair, 40.00; Alex Air Apparatus, supplies, 790.00; Big Sioux Comm Water System, usage, 74.85; Booster Publishing, publishing/advertising, 899.10; Border States Electric, electric dist. improvements, 1,044.02; Bruning & Lewis Law Firm, professional fees, 600.00; C & R Custom Repair, repairs, 946.99; Cardmember Services, supplies/repairs/conference, 705.57; Crystal Theatre Cultural Assoc., sesquicentennial, 620.14; Cybercoach, repairs, 287.49; Ekern Home Equipment, repairs/supplies, 3,406.58; Elite Business Systems, supplies/contract, 247.13; Eng Services, hauling chips, 2,218.81; F.R.S., project/safe room, 21,407.43; Flandreau Veterinary Clinic, K-9 expense, 177.89; Flandreau Volunteer Fire Dept, meetings/repairs, 1,751.90; Gillespie Outdoor Power Equipment, supplies, 1,371.62; GreatAmerica Financial Svcs, 190.55; Helms & Associates, airport project, 795.09; Hillyard/Sioux Falls, supplies, 288.04; Jason J. Yost, deposit refund, 250.00; Krull's Garage, repairs, 808.04; Lucas Dailey, water testing, 56.71; Maynards of Flandreau, supplies, 79.65; Meierhenry Sargent, professional fees, 66,520.00; MidAmerican Energy, gas bill, 1,528.47; Moody County Enterprise, publishing/advertising, 1,362.90; Moody County Historical Society, sesquicentennial, 620.15; Nancy Iott, deposit refund, 250.00; Office Peeps, supplies, 106.59; Patriot Electric, repairs/supplies, 627.28; Pitney Bowes-Leasing, qtly chargers, 451.68; Postmaster, postage, 265.00; Powers Oil Company, gas, 875.22; R Place Kennel, K-9 expenses, 126.00; Ramsdell F&M, propane, 539.18; River's Edge Cooperative, gas/oil, 1,517.72; Ryan Sherman, conference, 8.91; SD Assoc. of Rural Water Systems, annual dues, 725.00; SD Municipal League, inspection/services, 1,004.40; SD Supplemental Retirement Plan, retirement, 322.31; SDRS-SPP, retirement, 8,400.09; Sioux Valley Energy, electric, 150.00; Sturdevant's Auto Supply, supplies, 317.16; The Bluffs Golf Course, professional fees, 900.00; Tyler Lumber Co., supplies, 312.00; United Systems Tech, contract,

5.36; USA Bluebook, supplies, 205.88; Verizon Wireless, jet packs/cell phone, 380.19; Waxdahl NAPA Plus, supplies, 235.14; (20872). November EFTs: Dakotacare, health insurance, 19,960.17; EFTPS, taxes, 19,418.21; Missouri River Energy Services, energy cost, 91,509.40; SD State Treas-Sales Tax, taxes, 8,112.92; US Department of Agriculture, water bond payment, 3,381.00. The following members voted aye: Bjerke, Pesall, Sutton, Unger, and Whitman. Nays: None. Absent: Tufty. Motion carried.

Mayor Bonrud thanked Council members and City employees for another great year of service to the City of Flandreau.

City Administrator Pederson shared that the final pay request for H & W Contracting has not been signed; the company's attorney has contacted the City to discuss contract items and liquidated damages. The dam study has not progressed due to weather related issues and will be extended to year end 2020. The inspection conducted by a consultant through the South Dakota Municipal League of property maintenance through-out the City has been completed; a full report will be provided at the second meeting in January. Golf course discussions continue; the golf course board meets this evening and the committee will meet this Thursday. The golf course may be added as an item for discussion when the capital improvements projects workshop takes place in February. There are approximately 10-12 projects on the list; Pederson is working on costs and time tables to present at the meeting for discussion.

Motion by Whitman and seconded by Pesall to approve the Administrative Reports. The following members voted aye: Bjerke, Pesall, Sutton, Unger, and Whitman. Nays: None. Absent: Tufty. Motion carried.

Old Business: Second reading of Ordinance 592, 2019 Supplemental Ordinance was conducted. Motion by Whitman and seconded by Unger to adopt Ordinance 592. The following members voted aye: Bjerke, Pesall, Sutton, Unger, and Whitman. Nays: None. Absent: Tufty.

New Business: Motion by Bjerke and seconded by Unger to approve Pay Request Number Six (6) from F.R.S. Inc., dba Solbros Construction, in the amount of \$21,407.43 for construction of Community Safe Room #2. The following members voted aye: Bjerke, Pesall, Sutton, Unger, and Whitman. Nays: None. Absent: Tufty. Motion carried.

Motion by Unger and seconded by Bjerke to approve employee dental insurance with Principal beginning January 1<sup>st</sup>, 2020. The following members voted aye: Bjerke, Pesall, Unger, and Whitman. Abstain: Sutton. Nays: None. Absent: Tufty. Motion carried.

Motion by Sutton and seconded by Pesall to close the City Office at noon on Tuesday, December 24<sup>th</sup>. The following members voted aye: Bjerke, Pesall, Sutton, Unger, and Whitman. Nays: None. Absent: Tufty. Motion carried.

There were no Public Comments

Council Comments: Alderman Sutton informed Council that the remaining balance in the 150<sup>th</sup> Sesquicentennial fund of \$1,240.29 will be disbursed 50/50 to two historical organizations, the Moody County Historical Society and the Crystal Theatre. Funds received after the first of the year for wine sales will be disbursed in the same manner. He also commended city staff for their contribution to the celebration. Mayor Bonrud also commended Alderman Sutton for his hard work in making the celebration a success.

Motion by Pesall and seconded by Bjerke to go into executive session for a personnel matter at 6:53 p.m. The following members voted aye: Bjerke, Pesall, Sutton, Unger, and Whitman. Nays: None. Absent: Tufty. Motion carried.

Alderman Unger left executive session at 7:26 p.m.

Motion by Sutton and seconded by Pesall to come out of executive session at 7:33 p.m. The following members voted aye: Bjerke, Pesall, Sutton, and Whitman. Nays: None. Absent: Tufty and Unger. Motion carried.

The Mayor declared the meeting adjourned at 7:35 p.m.

Mark Bonrud  
Mayor

ATTEST:

Jeff Pederson  
City Administrator

**Council Approval Report for First National Bank--500330**  
(Council Approval Report)

Vendor	InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance	
	4	AFLAC, ATTN: REMITTANCE PROCESSING SERVICES, 1932 WYNNANTON RD., COLUMBUS, GA, 31999-0797									
	684547	12/12/19	SUPPLEMENTAL INSURANCE PAYABLE	01/07/20	\$52.90	\$52.90	101-00-2165	AFLAC Ins Payable	\$0.00	\$3.35	
	684547	12/12/19	SUPPLEMENTAL INSURANCE PAYABLE	01/07/20	\$66.95	\$66.95	602-00-2165	AFLAC Ins. Payable	\$0.00	(\$66.96)	
	684547	12/12/19	SUPPLEMENTAL INSURANCE PAYABLE	01/07/20	\$185.51	\$185.51	603-00-2165	AFLAC Ins Payable	\$0.00	(\$185.52)	
	127	AHLERS AUTOMOTIVE, 1102 W. 1ST AVE., FLANDREAU, SD, 57028-1000									
	98937	12/06/19	2015 CHEVY SILVERADO-LABOR-OIL CHANGE	01/07/20	\$32.25	\$32.25	602-31-4250	Repairs	\$7,500.00	(\$5,586.35)	
	98937	12/06/19	2015 CHEVY SILVERADO-LABOR-OIL CHANGE	01/07/20	\$32.24	\$32.24	604-31-4250	Repairs	\$10,000.00	(\$21,505.04)	
	1686	AXON ENTERPRISE, INC, PO BOX 29661, DEPARTMENT 2018, PHOENIX, AZ, 85038-9661									
	SI-1616774	01/08/20	CRADLEPOINT IBR900-1200M-NPS + 5 YEAR NET CLOUD ESSENT (PRIME)	01/07/20	\$7,545.00	\$7,545.00	101-02-4340	Capital Outlay	\$27,500.00	\$27,500.00	
	SI-1627762	01/08/20	BATTERY PARK/SIGNAL SIDEARM/CAMERA ASSEMBLY/MOLLE MOUNT	01/07/20	\$9,400.43	\$9,400.43	101-02-4340	Capital Outlay	\$27,500.00	\$27,500.00	
	SI-1629338	01/08/20	FLEET ROUTER ANTENNA, COMPACT/BLACK	01/07/20	\$1,350.00	\$1,350.00	101-02-4340	Capital Outlay	\$27,500.00	\$27,500.00	
	SI-1631615	01/04/20	AXON DOC, 6 BAY + CORE, AXON BODY 2	01/07/20	\$1,495.00	\$1,495.00	101-02-4340	Capital Outlay	\$27,500.00	\$27,500.00	
	8	BANNER ASSOCIATES, INC, P.O. BOX 298, BROOKINGS, SD, 57006-0298									
	32100	01/02/20	PROFESSIONAL SERVICES THROUGH NOV 23, 2019-CEMETERY SURVEY	01/07/20	\$1,145.00	\$1,145.00	101-12-4220	Professional Fees	\$0.00	\$0.00	
	9	BIG SIOUX COMM WATER SYSTEM, , 23343 479TH AVE, EGAN, SD, 57024-6438									
	12-2019 PARK	12/29/19	WATER USAGE	01/07/20	\$35.00	\$35.00	101-08-4280	Utilities	\$6,200.00	\$1,737.14	
	12-2019	12/02/19	WATER PURCHASE	01/07/20	\$14,878.08	\$14,878.08	602-31-4284	Water Purchases	\$215,000.00	\$61,651.07	
	12-2019 AIRPORT	12/29/19	WATER USAGE	01/07/20	\$35.00	\$35.00	606-11-4280	Utilities	\$5,500.00	\$486.82	
	13	BOOSTER PUBLISHING, P.O. BOX 285, FLANDREAU, SD, 57028-0285									
	30355	12/12/19	POLICE CHRISTMAS AD	01/07/20	\$65.00	\$65.00	101-02-4230	Publishing/Advertising	\$150.00	(\$207.04)	
	1213	BRUNING & LEWIS LAW FIRM, PLLC, P.O. BOX 347, 310 S. WIND STREET, FLANDREAU, SD, 57028-1738									
	12-2019	12/19/19	PROFESSIONAL FEES	01/07/20	\$12.50	\$12.50	101-02-4220	Professional Fees	\$1,250.00	\$525.00	
	12-2019	12/19/19	PROFESSIONAL FEES	01/07/20	\$437.50	\$437.50	101-04-4220	Professional Fees	\$500.00	(\$885.73)	
	12-2019	12/19/19	PROFESSIONAL FEES	01/07/20	\$31.25	\$31.25	602-31-4220	Professional Fees	\$1,000.00	\$875.00	
	12-2019	12/19/19	PROFESSIONAL FEES	01/07/20	\$193.75	\$193.75	604-31-4220	Professional Fees	\$500.00	(\$6,131.98)	
	1711	BSN SPORTS, LLC, PO BOX 660176, DALLAS, TX, 75286-0176									
						\$675.00					

**Council Approval Report for First National Bank--500330**  
(Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	907929782	12/17/19	BASES/PRO TUNNEL/L SHAPED SCREEN	01/07/20	\$4,863.57	\$4,863.57	101-08-4260	Supplies	\$20,000.00	(\$857.97)
						\$4,863.57				
1700	CARDMEMBER SERVICES, PO BOX 306005, NASHVILLE, TN, 37230-6005									
12-2019	12/28/19	SUPPLIES	01/07/20	\$10.64	\$10.64	101-01-4260	Supplies	\$850.00	\$850.00	(\$91.22)
12-2019	12/28/19	CAB ENTRY STEP-LOWER & UPPER W BRACKETS	01/07/20	\$200.00	\$200.00	101-04-4250	Repairs	\$7,500.00	\$7,500.00	(\$2,530.51)
12-2019	12/28/19	QUICK COUPLER	01/07/20	\$14.89	\$14.89	602-31-4260	Supplies	\$5,000.00	\$5,000.00	\$726.29
12-2019	12/28/19	JUTS GENERAL TRAINING	01/07/20	\$400.00	\$400.00	603-31-4296	Training	\$7,500.00	\$7,500.00	(\$63.00)
1269	CENEX FLEETCARD, PO BOX 64745, ST. PAUL, MN, 55164-0745					\$625.53				
187696CL	12/23/19	GAS/OIL	01/07/20	\$1,220.59	\$1,220.59	101-02-4263	Gas/Oil	\$16,000.00	\$16,000.00	(\$1,369.69)
917	CHRISTIANSEN COMPLETE WATER, PO BOX 46, MADISON, SD, 57042-0046					\$1,220.59				
12-2019	12/31/19	SUPPLIES	01/07/20	\$26.05	\$26.05	101-04-4260	Supplies	\$13,500.00	\$13,500.00	(\$6,768.93)
1721	CINTAS, PO BOX 650838, DALLAS, TX, 75265-0838					\$26.05				
4035728399	11/22/19	RENTAL-MATS ,TOWELS AND MOPS	01/07/20	\$162.16	\$162.16	101-10-4240	Rentals	\$0.00	\$0.00	(\$2,232.90)
4038114957	12/23/19	RENTAL-TOWELS AND MOPS	01/07/20	\$116.39	\$116.39	101-10-4240	Rentals	\$0.00	\$0.00	(\$2,232.90)
4035728399	11/22/19	RENTAL- MATS	01/07/20	\$33.77	\$33.77	602-32-4240	Rentals	\$0.00	\$0.00	(\$345.08)
4035728399	11/22/19	RENTAL- MATS	01/07/20	\$33.77	\$33.77	603-32-4240	Rentals	\$0.00	\$0.00	(\$345.09)
4035728399	11/22/19	RENTAL- MATS	01/07/20	\$33.77	\$33.77	604-32-4240	Rentals	\$0.00	\$0.00	(\$345.06)
808	CITY OF FLANDREAU - PETTY CASH, 1005 W. ELM AVENUE, FLANDREAU, SD, 57028-1404					\$379.86				
12-2019	12/23/19	SUPPLIES	01/07/20	\$18.18	\$18.18	101-04-4260	Supplies	\$13,500.00	\$13,500.00	(\$6,768.93)
12-2019	12/23/19	POSTAGE-MAILING CARDS	01/07/20	\$1.27	\$1.27	602-32-4260	Supplies	\$6,750.00	\$6,750.00	\$996.77
12-2019	12/23/19	POSTAGE-MAILING CARDS	01/07/20	\$1.26	\$1.26	603-32-4260	Supplies	\$7,000.00	\$7,000.00	\$1,231.73
12-2019	12/23/19	POSTAGE-MAILING CARDS	01/07/20	\$1.27	\$1.27	604-32-4260	Supplies	\$6,500.00	\$6,500.00	\$857.26
584	CYBERCOACH, INC, 402 W PIPESTONE AVE, FLANDREAU, SD, 57028-1617					\$21.98				
19407	12/06/19	LABOR-CHIEF'S AND BACKROOM COMPUTERS UP TO FEATURE WINDOWS 10	01/07/20	\$42.50	\$42.50	101-02-4250	Repairs	\$8,000.00	\$8,000.00	(\$8,141.47)
19417	12/13/19	REVIEWED JANUARY UPGRADE SCHEDULE-OFFICE WORK	01/07/20	\$7.08	\$7.08	602-32-4250	Repairs	\$0.00	\$0.00	(\$511.95)
19418	12/22/19	LABOR-UPGRADED SERVER/SURFACE PRO TABLET TO WINDOWS 10	01/07/20	\$14.17	\$14.17	602-32-4250	Repairs	\$0.00	\$0.00	(\$511.95)
19419	12/24/19	LABOR-FLASHED CITY SONIC WALL	01/07/20	\$7.09	\$7.09	602-32-4250	Repairs	\$0.00	\$0.00	(\$511.95)
19419	12/24/19	LABOR-FLASHED CITY SONIC WALL	01/07/20	\$7.08	\$7.08	602-32-4250	Repairs	\$0.00	\$0.00	(\$511.95)

**Council Approval Report for First National Bank--500330**  
(Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	19417	12/13/19	REVIEWED JANUARY UPGRADE SCHEDULE-OFFICE WORK	01/07/20	\$7.08	\$7.08	603-32-4250	Repairs	\$0.00	(\$511.95)
	19418	12/22/19	LABOR-UPGRADED SERVER/SURFACE PRO TABLET TO WINDOWS 10	01/07/20	\$14.16	\$14.16	603-32-4260	Supplies	\$7,000.00	\$1,231.73
	19417	12/13/19	REVIEWED JANUARY UPGRADE SCHEDULE-OFFICE WORK	01/07/20	\$7.09	\$7.09	604-32-4250	Repairs	\$0.00	(\$511.94)
	19418	12/22/19	LABOR-UPGRADED SERVER/SURFACE PRO TABLET TO WINDOWS 10	01/07/20	\$14.17	\$14.17	604-32-4250	Repairs	\$0.00	(\$511.94)
	19419	12/24/19	LABOR-FLASHED CITY SONIC WALL	01/07/20	\$7.08	\$7.08	604-32-4250	Repairs	\$0.00	(\$511.94)
	1858		DAKOTA FLUID POWER, INC, 3409 N LEWIS AVE, SIOUX FALLS, SD, 57104-5101			\$127.50				
	6739723	12/12/19	SHAFT SEAL MOTOR-REPAIRS	01/07/20	\$68.93	\$68.93	101-04-4250	Repairs	\$7,500.00	(\$2,530.51)
	1679		DAKOTA LAYERS, LLP, 811 W PIPESTONE AVE, FLANDREAU, SD, 57028-1536			\$68.93				
	12-2019	12/21/19	COM CENTER DEPOSIT REFUND	01/07/20	\$250.00	\$250.00	101-00-2200	Customer Deposits	\$0.00	(\$1,750.00)
	25		DGR ENGINEERING, 1302 S. UNION ST., P.O. BOX 511, ROCK RAPIDS, IA, 51246-0511			\$250.00				
	238315	12/13/19	PROJECT #416600.00-MISCELLANEOUS ELECTRICAL ENGINEERING SERVICES AS REQUESTED BY OWNER-THROUGH NOV 30, 2019-FLANDREAU SOLAR	01/07/20	\$1,163.50	\$1,163.50	603-31-4220	Professional Fees	\$2,500.00	\$887.50
	238316	12/13/19	PROJECT #416611.00 PHASE 4, ELECTRIC DISTRIBUTION IMPROVEMENTS-- CONSTRUCTION ADMINISTRATION-- THROUGH NOV 30, 2019	01/07/20	\$1,981.30	\$1,981.30	603-31-5301	Electric Distribution Imp (	\$0.00	\$1,243,217.68)
	1860		DIESEL MACHINERY, INC, PO BOX 85825, SIOUX FALLS, SD, 57118-5825			\$3,144.80				
	C04613	12/27/19	NSW 12' STEEL EDGE-BLADE	01/07/20	\$942.80	\$942.80	101-04-4260	Supplies	\$13,500.00	(\$6,768.93)
	54		DONALD JOHNSTON, 310 W. 3RD AVE., FLANDREAU, SD, 57028-1604			\$942.80				
	8-9-11-2019	11/14/19	MRES ANNUAL MEETINGS FROM AUG. SEPT & NOV-D JOHNSTON	01/07/20	\$174.00	\$174.00	603-31-4270	Travel/Conference	\$1,500.00	\$195.51
	1407		DOUGHERTY & COMPANY LLC, 110 SOUTH PHILLIPS AVE., SUITE 203, SIOUX FALLS, SD, 57104-6727			\$174.00				
	12-2019	12/30/19	ANNUAL FEE	01/07/20	\$300.00	\$300.00	603-31-4220	Professional Fees	\$2,500.00	\$887.50
	01-00664-14-E SH	12/23/19	UTILITY BILLING REFUND-01-00664-14 ELIZBETH SHEELY/ERIC KILLS-A-HUNDRED	01/07/20	\$84.56	\$84.56	603-31-3441	Utility Sales	\$2,665,000.00	(\$43,964.48)
						\$84.56				



**CITY OF FLANDREAU**  
**Council Approval Report for First National Bank--500330**  
 (Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	26454	12/20/19	NEW VHF PORTABLE RADIOS	01/07/20	\$1,137.00	\$1,137.00	101-03-4260	Supplies	\$10,000.00	(\$84.68)
	65		M & T FIRE AND SAFETY, INC., P.O. BOX 167, VOLGA, SD, 57071-0167		\$1,137.00	\$1,137.00				
	5213P	12/20/19	LED SCENELIGHT/PARTICULATE HOOD	01/07/20	\$4,910.00	\$4,910.00	101-03-4250	Repairs	\$9,000.00	\$2,434.53
	1378		METRON-FARNIER, LLC, 5665 AIRPORT BLVD., SUITE B 105, BOULDER, CO, 80301-2300		\$4,910.00	\$4,910.00				
	30369	12/27/19	VERIZON WIRELESS SERVICE EXTENSION OF ONE YEAR PLAN	01/07/20	\$200.00	\$200.00	602-31-4362	Equipment/Meters	\$25,000.00	(\$8,175.18)
	1295		MID-STATES ORGANIZED CRIME INFORMATION CENTER, P. O. BOX 1250, SPRINGFIELD, MO, 65801-1250		\$200.00	\$200.00				
	83021-2651	01/01/20	2020 ANNUAL MEMBERSHIP FEES	01/07/20	\$100.00	\$100.00	101-02-4290	Dues/Subscriptions	\$2,100.00	\$2,100.00
	72		MN MUNICIPAL UTILITIES ASSOC., 3025 HARBOR LN. N., SUITE 400, PLYMOUTH, MN, 55447-5142		\$100.00	\$100.00				
	54522	01/01/20	2020 ASSOCIATE MEMBER DUES JANUARY 1-DECEMBER 31, 2020	01/07/20	\$50.00	\$50.00	101-04-4296	Training	\$0.00	\$0.00
	54522	01/01/20	2020 ASSOCIATE MEMBER DUES JANUARY 1-DECEMBER 31, 2020	01/07/20	\$50.00	\$50.00	602-31-4296	Training	\$0.00	\$0.00
	54522	01/01/20	2020 ASSOCIATE MEMBER DUES JANUARY 1-DECEMBER 31, 2020	01/07/20	\$225.00	\$225.00	603-31-4296	Training	\$0.00	\$0.00
	54522	01/01/20	2020 ASSOCIATE MEMBER DUES JANUARY 1-DECEMBER 31, 2020	01/07/20	\$50.00	\$50.00	604-31-4296	Training	\$0.00	\$0.00
	130		MOODY COUNTY AUDITOR, 101 E. PIPESTONE AVE. SUITE D, FLANDREAU, SD, 57028-1730		\$375.00	\$375.00				
	1-2020	01/02/20	1ST QTR 2016 DISPATCH SERVICES	01/07/20	\$14,790.00	\$14,790.00	101-02-4293	Contract/Agreement	\$62,000.00	\$62,000.00
	120		OTTERTAIL POWER COMPANY, P.O. BOX 2002, FERGUS FALLS, MN, 56538-2002		\$14,790.00	\$14,790.00				
	81698	12/12/19	AIRPORT-ELECTRIC	01/07/20	\$279.02	\$279.02	606-11-4280	Utilities	\$5,500.00	\$486.82
	126		POWERPLAN OIB, 21310 NETWORK PL., CHICAGO, IL, 60673-1213		\$279.02	\$279.02				
	P17303	12/12/19	FILTERS	01/07/20	\$116.19	\$116.19	101-04-4250	Repairs	\$7,500.00	(\$2,530.51)
	1400		PRODUCTIVITY PLUS ACCOUNT, PO BOX 78004, PHOENIX, AZ, 85062-8004		\$116.19	\$116.19				
	1067139CL	12/04/19	REPLACE DOOR JAMB/DOOR	01/07/20	\$2,305.38	\$2,305.38	603-31-4250	Repairs	\$2,000.00	(\$6,907.99)
	1859		RON GILBERT, 611 W 3RD AVE, FLANDREAU, SD, 57028-1501		\$2,305.38	\$2,305.38				
	12-2019	12/24/19	REBATE CHECK	01/07/20	\$400.00	\$400.00	603-31-4294	Other - Energy Star Appli	\$5,000.00	\$2,260.40
					\$400.00	\$400.00				

**Council Approval Report for First National Bank--500330**  
(Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	421	01/01/20	SD ASSOCIATION OF CODE ENFORCEMENT, 208 ISLAND DR, FORT PIERRE, SD, 57532-7301	01/07/20	\$40.00	\$40.00	101-01-4290	Dues/Subscriptions	\$5,500.00	\$5,500.00
	1-2020		SD ASSOCIATION OF CODE ENFORCEMENT-2020 MEMBERSHIP DUES							
	799	01/01/20	SD CITY MANAGEMENT ASSOC, 208 ISLAND DR, FORT PIERRE, SD, 57532-7301	01/07/20	\$150.00	\$150.00	101-01-4290	Dues/Subscriptions	\$5,500.00	\$5,500.00
	1-2020		SD CITY MANAGEMENT ASSOCIATION-2020 MEMBERSHIP DUES							
	11	01/02/20	SD DEPT OF ENVIRONMENT & NATURAL RESOURCES, JOE FOSS BUILDING, 523 E CAPITOL, PIERRE, SD, 57501-3182	01/07/20	\$9.00	\$9.00	602-31-4296	Training	\$0.00	\$0.00
	1-2020		CERTIFICATION OF OPERATORS-2020 RENEWAL							
	1-2020	01/02/20	CERTIFICATION OF OPERATORS-2020 RENEWAL	01/07/20	\$9.00	\$9.00	604-31-4296	Training	\$0.00	\$0.00
	83	01/02/20	SD DEPT. OF ENVIR & NAT RESOURCES, P.O. BOX 5055, SIOUX FALLS, SD, 57117-9947	01/07/20	\$2,500.00	\$2,500.00	604-31-4290	Dues/Subscriptions	\$0.00	\$0.00
	1-2020		SD0021831 PRERMISSION TO DISCHARGE PERMIT-WASTEWATER FEE-2020							
	84	12/15/19	SD DEPT. OF HEALTH PUBLIC LAB SERVICES, 615 E 4TH ST, PIERRE, SD, 57501-9971	01/07/20	\$45.00	\$45.00	602-31-4297	Test Samples	\$1,700.00	\$1,069.00
	10591362		WATER SAMPLES							
	422	01/01/20	SD GOVERNMENT FINANCE OFFICERS' ASSOCIATION, 208 ISLAND DR, FORT PIERRE, SD, 57532-7301	01/07/20	\$40.00	\$40.00	101-01-4290	Dues/Subscriptions	\$5,500.00	\$5,500.00
	1-2020		SD GOVERNMENTAL FINANCE OFFICERS' ASSOCIATION-2020 MEMBERSHIP DUES							
	679	01/01/20	SD GOVERNMENTAL HUMAN RESOURCE ASSOC, 208 ISLAND DR, FORT PIERRE, SD, 57532-7301	01/07/20	\$50.00	\$50.00	101-01-4290	Dues/Subscriptions	\$5,500.00	\$5,500.00
	1-2020		SD GOVERNMENTAL HUMAN RESOURCE ASSOCIATION-2020 MEMBERSHIP DUES							
	164	01/01/20	SD MUNICIPAL ELECTRIC ASSOCIATION, 208 ISLAND DR, FORT PIERRE, SD, 57532-7301	01/07/20	\$1,832.00	\$1,832.00	603-31-4290	Dues/Subscriptions	\$0.00	\$0.00
	1-2020		SD MUNICIPAL ELECTRIC ASSOCIATION-2020 ANNUAL MUNICIPAL MEMBERSHIP DUES							
	425	01/01/20	SD POLICE CHIEFS' ASSOCIATION, 208 ISLAND DR, FORT PIERRE, SD, 57532-7301	01/07/20	\$98.28	\$98.28	101-02-4290	Dues/Subscriptions	\$2,100.00	\$2,100.00
	1-2020		SD POLICE CHIEFS' ASSOCIATION-2020 MEMBERSHIP DUES							
	92		SD RETIREMENT SYSTEM, P.O. BOX 968, SIOUX FALLS, SD, 57101-0968			\$98.28				

**CITY OF FLANDREAU**  
**Council Approval Report for First National Bank--500330**  
 (Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	12-31-2019	12/31/19	RETIREMENT	01/07/20	\$8,959.06	\$8,959.06	101-00-2161	Retirement Payable	\$0.00	(\$8,959.06)
	12-31-2019	12/31/19	RETIREMENT	01/07/20	\$106.08	\$106.08	211-00-2161	Retirement Payable	\$0.00	(\$106.08)
	12-31-2019	12/31/19	RETIREMENT	01/07/20	\$1,732.82	\$1,732.82	602-00-2161	Retirement Payable	\$0.00	(\$1,732.82)
	12-31-2019	12/31/19	RETIREMENT	01/07/20	\$3,597.52	\$3,597.52	603-00-2161	Retirement Payable	\$0.00	(\$3,597.52)
	12-31-2019	12/31/19	RETIREMENT	01/07/20	\$1,521.14	\$1,521.14	604-00-2161	Retirement Payable	\$0.00	(\$1,521.14)
	12-31-2019	12/31/19	RETIREMENT	01/07/20	\$64.48	\$64.48	606-00-2161	Retirement Payable	\$0.00	(\$64.48)
	12-31-2019	12/31/19	RETIREMENT	01/07/20	\$96.70	\$96.70	612-00-2161	Retirement Payable	\$0.00	(\$96.70)
	<b>141</b>		<b>SD SUPPLEMENTAL RETIREMENT PLAN, P.O. BOX 1098, PIERRE, SD, 57501-1098</b>			<b>\$16,077.80</b>				
	12-31-2019	12/31/19	SUPPLEMENTAL RETIREMENT-JEFF PEDERSON	01/07/20	\$38.46	\$38.46	101-17-4135	Retirement-Special	\$1,000.00	\$0.04
	12-31-2019	12/31/19	SUPPLEMENTAL RETIREMENT- LUCAS DAILEY	01/07/20	\$50.00	\$50.00	602-00-2166	Retire. Supplemental Pay	\$0.00	\$0.00
	12-31-2019	12/31/19	SUPPLEMENTAL RETIREMENT-JEFF PEDERSON	01/07/20	\$38.46	\$38.46	602-32-4135	Retirement-Special	\$1,000.00	\$0.04
	12-31-2019	12/31/19	SUPPLEMENTAL RETIREMENT-RYAN SHERMAN	01/07/20	\$30.00	\$30.00	603-00-2166	Retire. Supplemental Pay	\$0.00	(\$90.00)
	12-31-2019	12/31/19	SUPPLEMENTAL RETIREMENT-JEFF PEDERSON	01/07/20	\$76.93	\$76.93	603-32-4135	Retirement-Special	\$2,000.00	(\$0.18)
	12-31-2019	12/31/19	SUPPLEMENTAL RETIREMENT- LUCAS DAILEY	01/07/20	\$50.00	\$50.00	604-00-2166	Retire. Supplemental Pay	\$0.00	(\$100.00)
	12-31-2019	12/31/19	SUPPLEMENTAL RETIREMENT-JEFF PEDERSON	01/07/20	\$38.46	\$38.46	604-32-4135	Retirement-Special	\$1,000.00	\$0.04
	<b>236</b>		<b>SIoux VALLEY ENERGY, P.O. BOX 5512, SIoux FALLS, SD, 57117-5512</b>			<b>\$322.31</b>				
	63710 WATER	12/27/19	ACCT 152050600 ELECTRIC	01/07/20	\$93.00	\$93.00	602-31-4280	Utilities	\$4,000.00	\$1,246.48
	1929 SOLID WAS	12/27/19	83330101 SOLID WASTE/ELECTRIC	01/07/20	\$51.00	\$51.00	612-05-4280	Utilities	\$650.00	\$79.00
	<b>500</b>		<b>SOUTHEAST FIREFIGHTERS ASSOCIATION, MR. ROBERT L. MIER, 423 1/2 E. 4TH ST. APT. #2, DELL RAPIDS, SD, 57022-1927</b>			<b>\$144.00</b>				
	1-2020	01/01/20	2020 ASSOCIATION DUES	01/07/20	\$50.00	\$50.00	101-03-4290	Dues/Subscriptions	\$0.00	\$0.00
	<b>1665</b>		<b>STANDARD INSURANCE COMPANY, PO BOX 645311, CINCINNATI, OH, 45264-5311</b>			<b>\$50.00</b>				
	12-2019	12/18/19	LIFE INSURANCE	01/07/20	\$4.23	\$4.23	101-00-2168	Life Insurance Payable	\$0.00	(\$4.22)
	12-2019	12/18/19	LIFE INSURANCE	01/07/20	\$54.96	\$54.96	101-02-4209	Insurance- Life A/P	\$764.00	\$184.99
	12-2019	12/18/19	LIFE INSURANCE	01/07/20	\$106.50	\$106.50	101-03-4209	Insurance- Life A/P	\$1,380.00	\$221.28
	12-2019	12/18/19	LIFE INSURANCE	01/07/20	\$21.30	\$21.30	101-04-4209	Insurance- Life A/P	\$268.00	\$33.70
	12-2019	12/18/19	LIFE INSURANCE	01/07/20	\$4.26	\$4.26	101-08-4209	Insurance- Life A/P	\$63.00	\$16.14
	12-2019	12/18/19	LIFE INSURANCE	01/07/20	\$1.70	\$1.70	101-17-4209	Insurance- Life A/P	\$97.00	\$78.30
	12-2019	12/18/19	LIFE INSURANCE	01/07/20	\$2.13	\$2.13	211-10-4209	Insurance- Life A/P	\$26.00	\$2.57
	12-2019	12/18/19	LIFE INSURANCE	01/07/20	\$4.22	\$4.22	602-00-2168	Life Insurance Payable	\$0.00	(\$4.22)
	12-2019	12/18/19	LIFE INSURANCE	01/07/20	\$10.65	\$10.65	602-31-4209	Insurance- Life A/P	\$128.00	\$10.85

Council Approval Report for First National Bank--500330

(Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	12-2019	12/18/19	LIFE INSURANCE	01/07/20	\$10.22	\$10.22	602-32-4209	Insurance- Life A/P	\$199.00	\$86.58
	12-2019	12/18/19	LIFE INSURANCE	01/07/20	\$13.44	\$13.44	603-00-2168	Life Insurance Payable	\$0.00	(\$13.44)
	12-2019	12/18/19	LIFE INSURANCE	01/07/20	\$27.69	\$27.69	603-31-4209	Insurance- Life A/P	\$332.00	\$27.41
	12-2019	12/18/19	LIFE INSURANCE	01/07/20	\$9.37	\$9.37	603-32-4209	Insurance- Life A/P	\$239.00	\$135.93
	12-2019	12/18/19	LIFE INSURANCE	01/07/20	\$4.22	\$4.22	604-00-2168	Life Insurance Payable	\$0.00	(\$4.22)
	12-2019	12/18/19	LIFE INSURANCE	01/07/20	\$10.65	\$10.65	604-31-4209	Insurance- Life A/P	\$128.00	\$10.85
	12-2019	12/18/19	LIFE INSURANCE	01/07/20	\$5.54	\$5.54	604-32-4209	Insurance- Life A/P	\$145.00	\$84.06
	12-2019	12/18/19	LIFE INSURANCE	01/07/20	\$1.02	\$1.02	606-11-4209	Insurance- Life A/P	\$12.00	\$0.78
	12-2019	12/18/19	LIFE INSURANCE	01/07/20	\$1.53	\$1.53	612-05-4209	Insurance- Life A/P	\$18.00	\$1.17
					<b>\$293.63</b>					
1726	TANNER HARRIS, 111 W 3RD AVE, FLANDREAU, SD, 57028-1701									
12-2019	12/12/19	CDL DRIVERS LICENSE	01/07/20	\$265.00	\$265.00	101-04-4901	Miscellaneous	\$500.00	\$250.00	
					<b>\$265.00</b>					
	TIM CADOTTE, PO BOX 123, FLANDREAU, SD, 57028-0123									
01-01309-10	TIM C 12/23/19	UTILITY BILLING REFUND-01-01309-10	01/07/20	\$15.66	\$15.66	603-31-3441	Utility Sales	\$2,665,000.00	(\$43,964.48)	
		CADOTTE								
					<b>\$15.66</b>					
1456	VAST BROADBAND, PO BOX 35153, SEATTLE, WA, 98124-5153									
12-2019	FIRE DEP 12/20/19	702302 FIRE DEPT- CABLE/PHONE/INTERNET	01/07/20	\$120.34	\$120.34	101-03-4280	Utilities	\$4,800.00	(\$190.27)	
12-2019	POOL 12/18/19	702402 POOL-PHONE	01/07/20	\$38.34	\$38.34	101-07-4280	Utilities	\$16,500.00	\$2,038.12	
					<b>\$158.68</b>					
112	VERIZON WIRELESS, P.O. BOX 25506, LEHIGH VALLEY, PA, 18002-5506									
12-2019	12/25/19	MOBILE JET PACKS	01/07/20	\$266.07	\$266.07	101-02-4280	Utilities	\$11,000.00	\$517.63	
12-2019	12/25/19	MOBILE JET PACKS	01/07/20	\$25.34	\$25.34	602-32-4280	Utilities	\$3,500.00	(\$616.78)	
12-2019	12/25/19	CELL PHONE	01/07/20	\$37.30	\$37.30	603-31-4280	Utilities	\$7,500.00	\$1,300.85	
12-2019	12/25/19	MOBILE JET PACKS	01/07/20	\$25.34	\$25.34	603-32-4280	Utilities	\$3,800.00	(\$734.59)	
12-2019	12/25/19	MOBILE JET PACKS	01/07/20	\$25.34	\$25.34	604-32-4280	Utilities	\$4,000.00	(\$169.02)	
					<b>\$379.39</b>					
136	VISION SERVICE PLAN, P.O. BOX 742788, LOS ANGELES, CA, 90074-2788									
12-18-2019	12/18/19	VISION INSURANCE	01/07/20	\$151.60	\$151.60	101-00-2157	Vision Insurance Payable	\$0.00	(\$132.35)	
12-18-2019	12/18/19	VISION INSURANCE	01/07/20	\$2.08	\$2.08	211-00-2157	Vision Insurance Payable	\$0.00	(\$2.08)	
12-18-2019	12/18/19	VISION INSURANCE	01/07/20	\$28.96	\$28.96	602-00-2157	Vision Insurance Payable	\$0.00	(\$29.95)	
12-18-2019	12/18/19	VISION INSURANCE	01/07/20	\$45.76	\$45.76	603-00-2157	Vision Insurance Payable	\$0.00	(\$45.75)	
12-18-2019	12/18/19	VISION INSURANCE	01/07/20	\$20.38	\$20.38	604-00-2157	Vision Insurance Payable	\$0.00	(\$20.38)	
12-18-2019	12/18/19	VISION INSURANCE	01/07/20	\$1.00	\$1.00	606-00-2157	Vision Insurance Payable	\$0.00	(\$1.00)	
12-18-2019	12/18/19	VISION INSURANCE	01/07/20	\$1.50	\$1.50	612-00-2157	Vision Insurance Payable	\$0.00	(\$1.50)	
					<b>\$251.28</b>					

**CITY OF FLANDREAU**  
**Council Approval Report for First National Bank--500330**  
 (Council Approval Report)

Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance

**Total Bills To Pay:** \$117,744.26

**CITY OF FLANDREAU**  
**Council Approval Report for First National Bank--500330**  
**(Council Approval Report)**

Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
1856	US DEPT OF AGRICULTURE--WATER/SEWER, , , ,										
11-2019		11/08/19	2019 WATER BOND PRINCIPAL	11/08/19	\$3,192.17	\$3,192.17	602-40-4716	Principal - 2019 Water B		\$0.00	\$0.00
11-2019		11/08/19	2019 WATER BOND INTEREST	11/08/19	\$5,050.83	\$5,050.83	602-40-4717	Interest - 2019 Water Bo		\$0.00	\$0.00
11-2019		11/08/19	2019 SEWER BOND (1) PRINCIPAL	11/08/19	\$4,528.42	\$4,528.42	604-40-4718	Principal - 2019 Sewer B		\$0.00	\$0.00
11-2019		11/08/19	2019 SEWER BOND (1) INTEREST	11/08/19	\$7,164.58	\$7,164.58	604-40-4719	Interest - 2019 Sewer Bo		\$0.00	\$0.00
11-2019		11/08/19	2019 SEWER BOND (2) PRINCIPAL	11/08/19	\$600.00	\$600.00	604-40-4728	Principal - 2019 Sewer B		\$0.00	\$0.00
11-2019		11/08/19	2019 SEWER BOND (2) INTEREST	11/08/19	\$950.00	\$950.00	604-40-4729	Interest - 2019 Sewer Bo		\$0.00	\$0.00
							<b>\$21,486.00</b>				
<b>Total Bills To Pay:</b>							<b>\$21,486.00</b>				

## Agenda Action Form Flandreau City Council

Meeting Date: 1/6/2020

**Title:** Resolution 2020-01, A Resolution Establishing Salaries for 2020

Motion       Resolution       Ordinance       Other

**Background Information:** The 2020 Appropriation Ordinance approved on September 16<sup>th</sup>, 2019 reflected a cost of living increase for City employees of 1.75%. The attached Resolution reflects the increase and will be published as required.

**Justification:** SDCL 9-14

**Financial Consideration:** Fund/Departmental Budgets as approved in the 2020 Appropriation Ordinance

**City Administrator's Recommendation:** Approval

**Attachments:** Resolution 2020-01, A Resolution Establishing Salaries for 2020

# RESOLUTION NO. 2020-01

## A RESOLUTION ESTABLISHING SALARIES FOR 2020

BE IT RESOLVED BY THE CITY COUNCIL of the City of Flandreau, South Dakota, that the following salary schedule shall be in effect the first payroll period beginning on or after December 31<sup>st</sup>, 2019:

<u>Name</u>	<u>Department</u>	<u>Rate</u>	
Bonrud, Mark	Mayor	\$ 4,600.00	annually
Bjerke, Brad	Council	3,000.00	annually
Pesall, N. Bob	Council	3,000.00	annually
Sutton, Dan	Council	3,000.00	annually
Tufty, Karen	Council	3,000.00	annually
Unger, Jason	Council	3,000.00	annually
Whitman, Donald	Council	3,000.00	annually

\*Note: Council and Mayor are paid an annual rate plus \$50.00 per meeting attended over 18

Barboza, Akamu	Water,WW	23.20	hourly
Bunkers, Colby	Electric	26.12	hourly
Dailey, Lucas	Water,WW	21.23	hourly
Frias, Gabriel	Police	17.07	hourly
Gundvaldson, Karen	Water	1,995.87	bi-weekly
Harris, Tanner	Street	18.06	hourly
Joachims, Matthew	Police	21.33	hourly
Klein, Thomas	Police	19.20	hourly
Neuenfeldt, Robert	Police	21.60	hourly
Pederson, Jeff	Gen,W,WW,Elec	3,592.56	bi-weekly
Roberts, Crystal	Elec,Airport,SW	18.46	hourly
Rupe, Elijah	Police	21.33	hourly
Schliinz, David	Electric	31.47	hourly
Schramm, Ruth	Police	15.61	hourly
Sherman, Ryan	Electric	24.08	hourly
Ullom, Anthony	BBB,W,WW,Elec	15.01	hourly
Von Eye, Betty	WW	15.32	hourly
Weber, Zachary	Police	28.49	hourly
White, Taylor	Police	19.73	hourly
Wilts, Randy	Park,Street	27.25	hourly

This Resolution declared adopted this 6<sup>th</sup> day of January, 2020.

Mark R. Bonrud  
Mayor

ATTEST:

Jeff Pederson  
City Administrator

Adopted: January 6<sup>th</sup>, 2020  
Published: January 15<sup>th</sup>, 2020  
Effective: February 4<sup>th</sup>, 2020

## Agenda Action Form Flandreau City Council

Meeting Date: 1/6/2020

**Title:** Award Contract to Dakota Playground for Mobile Home Park Playground Equipment

Motion       Resolution       Ordinance       Other

**Background Information:** On December 4, 2018, the City was awarded a grant from the Land and Water Conservation Fund in the amount of \$18,000 for replacement of playground equipment at Mobile Home Park. On June 3, 2019, the City entered into an Agreement with the State of South Dakota to accept the grant, and agreed to match the grant with \$18,000 in City Funds.

The City Administrator conducted a competitive process to procure the equipment in accordance with guidelines prescribed in the Funding Agreement. A Request for Proposals was developed and circulated, resulting in responses from three companies. The three proposals were evaluated using criteria and a points system that was contained in the RFP. The evaluation was conducted by a team consisting of Mayor Bonrud, Deb Feske, Crystal Roberts, and Randy Wilts. The scoring process resulted in the greatest number of points being given to the proposal submitted by Dakota Playground.

**Justification:** The old playground equipment was installed in 2000, and had become old and deteriorated. Much of the equipment was removed in 2018 after it was determined to be unsafe.

**Financial Consideration:** The matching funds commitment of \$18,000 was appropriated by the City Council in the 2020 City Budget.

**City Administrator's Recommendation:** Award contract in the amount of \$36,000 to Dakota Playground.

**Attachments:** Contract with Dakota Playground, playground rendering, RFP evaluation summary.

# SCORING SUMMARY FOR 2019 MOBILE HOME PARK PLAYGROUND RFP'S

## QUALIFICATIONS (MAX. 25 PTS.)

Dakota Playground-20  
My Turn Playsystems-20  
Midwest Playscapes-20

## DESIGN (MAX. 50PTS.)

Dakota Playground-50  
My Turn Playsystems-45  
Midwest Playscapes-42

## TECHNICAL (25PTS.)

Dakota Playground-23  
My Turn Playsysems-25  
Midwest Playscapes-18

Totals: Dakota Playground-93  
My Turn Playsystems-90  
Midwest Playscapes-80

Division of Dakota Fence  
**Dakota Playground**

FARGO, ND  
BISMARCK, ND  
MINOT, ND  
WILLISTON, ND

P.O. Box 1408 Fargo, ND 58107  
844-599-0757 • Office 701-356-8800 • Fax 701-293-7811  
E-mail: ken@dakotaplayground.com • website: www.dakotaplayground.com  
Equal Opportunity Employer



PROPOSAL SUBMITTED TO City of Flandreau	EMAIL Jeffpederson@cityofflandreau.com	DATE December 20, 2019
STREET 1005 W. Elm Ave.	PHONE 605-997-2492	CELL
CITY, STATE AND ZIP CODE Flandreau, SD 57028	JOB NAME/LOCATION Mobile Home Park Playground	

We propose to provide the necessary materials, labor and equipment to install the following items, quantity as listed:

As manufactured by Landscape Structures:

- 1 – Custom PlayBooster as per attached RFP Drawings.
- 1 – Single Post Swing Set w/2 Slash Proof Belt Seats.
- 2 – Saddle Spinners.

As manufactured by Action Play Systems:

- 47 – 4’ Long Black Poly Playground Bordering Sections.
- 1 – Full ADA Ramp.

As manufactured by Sof’Fall:

100 – Cubic Yards of Sof’Fall Engineered Wood Fibers, quantity based on providing a 12” Compressed Depth within the area shown on enclosed drawings. Also includes necessary Geotextile Ground Fabric.

**TOTAL \$36,000.00**

\*Above pricing does not include removal of existing equipment or any site preparation. Equipment and bordering to be installed on grade.

Notes:

1. Unless specifically noted above, price does not include excise tax, prevailing wages, bonds, permits, testing, TERO, special insurance provisions or other fees if applicable.
2. Above price does not include site work such as clearing and grubbing, grading, excavating, trenching, staking/surveying, drainage, concrete curbing or flatwork, knock-outs, saw cutting or jack hammering or any other work not specifically outlined above.
3. Above price assumes immediate site access with large heavy equipment, site restoration is not included.

We propose hereby to furnish materials and labor – complete in accordance with above specifications, for the sum of: As per above.

**Terms of Payment**, subject to approved credit by Dakota Playground

**Materials Only Sale**

Non-government agency / Private enterprise... Balance due upon ordering  
Government agency... Upon receipt

**When Installing**

Non-government agency / Private enterprise... Half down, balance upon completion  
Government agency... Progress payments, balance upon completion

**Add 3% to Total for Credit Card Purchases**

Purchaser agrees to indemnify and hold harmless Dakota Fence Company d/b/a Dakota Playground ("Dakota Playground") and its agents from and against any claims, liabilities and damages, including outside and in-house attorneys' fees and costs, arising from or related to any failure to comply with building codes or other restrictions; encroachment or interference with any easement; damage to any improvements, including sprinklers or utilities; frost heave; personal injury or death; failure to maintain or inspect the playground equipment or product; removal of playground equipment or products. Dakota Playground's liability shall not exceed the amount paid to it under this Proposal. Dakota Playground shall not be liable for any direct, indirect, special, incidental or consequential damages. Purchaser to carry liability and other necessary insurance. Any change from this Proposal requires Dakota Playground's prior written consent and if approved, shall automatically become part of and subject to this Proposal. Any additional costs from any such change shall result in an extra charge, which Purchaser agrees to pay. All playground equipment and product must be properly maintained and installed over a surface that provides adequate fall production. For details, refer to the "Handbook for Public Safety" at www.cpsc.gov and the manufacturer. Purchaser assumes sole responsibility to routinely inspect the playground equipment or product for signs of wear, vandalism or other unsafe conditions. Purchaser agrees to pay Dakota Playground's outside and in-house attorneys' fees and costs in the collection and enforcement of this Proposal. This Proposal is contingent upon strikes, accidents or delays beyond Dakota Playground's control and supersedes all prior written or oral agreements. All playground equipment or product remains the property of Dakota Playground until paid for by Purchaser and Purchaser authorizes Dakota Playground to remove the same and charge Purchaser for the playground equipment or product and their removal if payment is not made per the terms of this Proposal. Purchaser agrees to pay 1.5% per month on all past due accounts.

**Dakota Playground**

By: Ken Follman  
Ken Follman

This Proposal may be withdrawn by Dakota Playground if not accepted within 30 days.

**Acceptance of Proposal** The above prices, specifications, terms and conditions are satisfactory and are hereby accepted by Purchaser. Dakota Playground is authorized to do the work as specified and Purchaser shall make payment as outlined.

**Purchaser**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Acceptance: \_\_\_\_\_



# Flandreau Mobile Home Park

• 12.04.2019

**Dakota Playground**

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## Agenda Action Form Flandreau City Council

Meeting Date: 1/6/2020

**Title:** Approve Contract with Central Billing Inc. for Payroll Services

Motion       Resolution       Ordinance       Other

**Background Information:** The Payroll function is currently performed by the Utility Billing Clerk. Processing of the semi-weekly payroll requires approximately 16 consecutive hours of the Clerk's attention, which creates an overlap problem that becomes particularly difficult when payroll coincides with issuance of monthly utility bills. The overlap in functions has made it difficult for the Billing Clerk to be assigned with additional tasks and duties that are typically associated with the Billing Clerk position.

**Justification:** Outsourcing the payroll function will eliminate that bottleneck, and will also provide the opportunity for the Finance Officer to assign additional tasks to the Billing Clerk. Contracting with CBI also allows the City to eliminate the use of time clocks, as employees will now input work hours through I-phones and computer terminals. Review and approval of employee hours will be done by Supervisors through the same means

Contracting with CSI will strengthen the payroll function for the City through increased use of technology and in association with a company that specializes in payroll on behalf of hundreds of clients. It is also my plan to strengthen the broader human resources management function by expanding my role in that area on a daily basis.

**Financial Consideration:** Annual cost to the City for contracting with CBI is projected to be \$2,552 based upon the current employee census. Funding for the service will be reallocated from the vacant position in City Offices.

**City Administrator's Recommendation:** Approve

**Attachments:** Contract for Services with CBI

Subject to the terms and conditions contained herein and executed by purchaser ("Client"), is expressly incorporated herein and made a part hereof, CENTRAL BILLING INC. shall provide Client with such payroll, tax, and other data processing services as Client may request from time to time (the "Services"). All references herein to "Client" shall also refer to Client and its affiliates that are receiving the Services pursuant hereto. Certain Services such as SecurePay/Direct Deposit (CENTRAL BILLING INC. Payroll deducts net payroll, workers' compensation premiums, payroll deductions, vendor payments and invoice amounts from Client's bank account and pays Client's employees from CENTRAL BILLING INC.'s own bank account) and Tax Filing (CENTRAL BILLING INC. Payroll deducts all payroll taxes from client's account and pays taxing authorities from CENTRAL BILLING INC.'s own bank account), are available only for as long as Client meets CENTRAL BILLING INC.'s eligibility requirements, which may include credit checks of Client and its principals, identification verification and other authentication procedures, and require execution of additional forms (e.g. power of attorney and authorization to debit).

#### 1. THE SERVICES

- A. **Security.** If CENTRAL BILLING INC. employees are located on Client's property, CENTRAL BILLING INC. will advise such employees to observe the reasonable security policies of the Client if such are communicated to CENTRAL BILLING INC. sufficiently in advance in writing.
- B. **Use of Services.** Client will use the Services in accordance with the instructions and policies established by CENTRAL BILLING INC.. Client will use the Services only for the internal business purposes of the Client. Client will not provide, directly or indirectly, any of the Services or any portion thereof to any party other than the Client.
- C. **Payment Services.** If Client is receiving any of the Services that require CENTRAL BILLING INC. to impound funds from Client's account to pay Client's third-party payment obligations (e.g., Tax Filing, SecurePay and/or Direct Deposit), Client shall have sufficient, collected funds in Client's account within the deadline established by CENTRAL BILLING INC. to satisfy such third-party payment obligations in their entirety. CENTRAL BILLING INC. may commingle Client's impounded funds with other clients'. ALL AMOUNTS/INTEREST EARNED ON SUCH FUNDS WHILE HELD BY CENTRAL BILLING INC. WILL BELONG SOLELY TO CENTRAL BILLING INC.. Services are subject to the operating rules of the National Automated Clearing House Association ("NACHA"). CENTRAL BILLING INC. and Client each agree to comply with the NACHA rules applicable to it with respect to the Services.
- D. **Accuracy of Client Information, Review of Data.** All Services provided hereunder will be based upon information provided to CENTRAL BILLING INC. by Client (including federal, state, and local tax identification numbers). The person signing the Sales Order, or such other person designated in writing by the person signing the Sales Order, is the Client's authorized payroll contact from whom CENTRAL BILLING INC. will take all instructions and CENTRAL BILLING INC. will not be liable for following those instructions. Client agrees to remain responsible for any obligation imposed on Client by law to maintain records regarding Client's business or employees. Client further agrees to provide complete, accurate and timely information as necessary to the performance of Services under this Agreement and to verify or correct such information as appropriate, on a timely basis. Client also agrees and understands it is the Client's obligation to check all payroll and related documents for accuracy immediately. The accuracy and the integrity of the Service can provide is limited by the nature of information the Client provides. Client will notify CENTRAL BILLING INC. immediately, in writing, if any information in said records or reports is invalid or inaccurate. CENTRAL BILLING INC. shall in no way be responsible for the accuracy of any information provided by Client or Client's representatives. CENTRAL BILLING INC. cannot be held liable for Client errors, wage and hour violations, sex discrimination, or other employment practices or policies, which may violate the law. It is the Client's obligation to check the payroll and related documents for accuracy immediately upon receipt.
- E. **Insufficient Funds.** CENTRAL BILLING INC.'s responsibility to perform services under this Agreement will automatically terminate should Client funds be insufficient or otherwise to cover the net payroll, related taxes, Workers' Compensation Premiums and processing fees. Client hereby agrees that if sufficient funds are not so available, Client will be charged a fee of \$100.00 per occurrence. CENTRAL BILLING INC. reserves the right to debit Client's bank account, with or without notice, for a total of 25% of the Workers' Compensation annual premium in the event of an insufficient of any nature.
- F. **Client Responsible for Compliance with Laws.** The Services are designed to assist Client in complying with applicable laws and governmental regulations. Nevertheless, Client (and not CENTRAL BILLING INC.) will be responsible (i) for compliance by Client with all laws and governmental regulations affecting its business; and (ii) for any use Client may make of the Services to assist it in complying with such laws and governmental regulations. Client will not rely solely on its use of the Services in complying with laws and governmental regulations. No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax filers.
- G. **SecurePay and/or Direct Deposit.** With respect to SecurePay and Direct Deposit, prior to the first credit to the amount of any employee or other individual (a "Payee"), Client shall obtain a signed authorization from such Payee (a "Payee Authorization"), which shall be in a form approved by CENTRAL BILLING INC. and shall authorize the initiation of credits by Client or CENTRAL BILLING INC. to such Payee's account and debits by Client or CENTRAL BILLING INC. to such account to recover funds credited to such account in error. Client shall retain a copy of each Payee Authorization during the period such Payee Authorization is in effect and for two years thereafter and shall furnish such copy to CENTRAL BILLING INC. upon request. Client agrees not to distribute any SecurePay checks to Payees prior to 4:00 p.m. local time on the banking day immediately before pay date. Client also agrees to cooperate with CENTRAL BILLING INC. to recover funds erroneously included in any SecurePay checks issued to any Payee or credited to any Payee's account in error. If Client desires to stop payment on any SecurePay check, Client shall provide CENTRAL BILLING INC. with a written stop payment request in the form provided by CENTRAL BILLING INC.. CENTRAL BILLING INC. shall then place a stop payment order with CENTRAL BILLING INC.'s bank within twenty-four (24) hours of CENTRAL BILLING INC.'s receipt of such stop payment request. Client shall not request CENTRAL BILLING INC. to stop payment on any SecurePay check which represents funds to which the applicable Payee is rightfully entitled. Client agrees to indemnify, defend and hold harmless CENTRAL BILLING INC. and its affiliates and their successors and assigns from and against any liability whatsoever for stopping payment on any SecurePay check request by Client and from and against all actions, suits, losses, claims, damages, charges, and expenses of every nature and character, including attorneys fees, in any claims or suits arising from or because of stopping payment on such check, including claims made by a "holder in due course" of such check.

#### 2. FEES; TAXES; PAYMENTS

- A. **Fees.** Client shall pay CENTRAL BILLING INC. for the Services indicated on the Sales Order at the rates set forth thereon for the first six (6) months after the date this Agreement is accepted by Client (assuming no changes in requirements, specifications, volumes or quantities) (the "Initial Period"). Client shall pay CENTRAL BILLING INC. for the Services added by Client after the date hereof at CENTRAL BILLING INC.'s then prevailing prices for such Services. CENTRAL BILLING INC. may increase prices at any time after the Initial Period. These prices do not include the charges referred to in Section 1(C) or monthly communication charges or communication installation charges, which will be paid by Client. Client will pay all invoices in full electronically when CENTRAL BILLING INC. debits Client's bank account for net payroll and/or tax monies. If Client fails to pay any amount due hereunder, whether by acceleration or otherwise, Client, on written demand, shall pay interest at the rate of 1.5% per month (or the maximum allowed by law if less) on such pas due amount from the due date thereof until the payment is made in full. Client shall reimburse CENTRAL BILLING INC. for any expenses incurred, including interest and reasonable attorney fees, in collecting any amounts due CENTRAL BILLING INC. hereunder.

- B. **Taxes.** There shall be added to all payments hereunder amounts equal to any applicable taxes, exclusive of taxes based on CENTRAL BILLING INC.'s net income.
3. **DISCLAIMER OF WARRANTIES.**  
EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CENTRAL BILLING INC. EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE SERVICES. THE CENTRAL BILLING INC. PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY CENTRAL BILLING INC. OR ANY THIRD-PARTY SOFTWARE DELIVERED BY CENTRAL BILLING INC..
4. **INTELLECTUAL PROPERTY**
  - A. **Ownership of Proprietary Rights.** All computer programs (other than pre-packaged third-party software), tutorials and related documentation made available, directly or indirectly, by CENTRAL BILLING INC. to Client as part of the Services (the "CENTRAL BILLING INC. Products") are the exclusive property of CENTRAL BILLING INC. or the third parties from whom CENTRAL BILLING INC. has secured the rights to such CENTRAL BILLING INC. Product. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the CENTRAL BILLING INC. Products and the related logos, product names, etc. are reserved. The use of any software included in, or supplied by CENTRAL BILLING INC. for use with, the CENTRAL BILLING INC. Products, shall be governed by the Terms of Use (whether written, shrink-wrapped or on-line) delivered with such software.
  - B. **Client Infringement Indemnity.** Client will defend CENTRAL BILLING INC. against, and pay damages assessed in, any suit or cause of action alleging that the CENTRAL BILLING INC. Products infringe upon any United States copyright, trade secret, or other proprietary right of a third party, to the extent that any such suit or cause of action results from a Client Infringement Event. "Client Infringement Event" means (i) any alteration, change, modification and/or enhancement of the CENTRAL BILLING INC. Products made by Client or any third-party on behalf of Client without CENTRAL BILLING INC.'s express permission; (ii) Client's use of the CENTRAL BILLING INC. Products in combination with any hardware, software or other materials not expressly authorized by CENTRAL BILLING INC., or use of other than the most current release of the CENTRAL BILLING INC. Products that results in a claim or action for infringement that could have been avoided by use of the current release, (iii) use of the CENTRAL BILLING INC. Products after Client has been notified that the CENTRAL BILLING INC. Products infringe upon the intellectual property rights of a third party, or (iv) use by Client of unmodified CENTRAL BILLING INC. Products after Client has been informed of modifications that would avoid claims of infringement.
5. **GENERAL PROVISIONS.**
  - A. **Protection of Client Files.** CENTRAL BILLING INC. is not, and will not be client's official record keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all documents and information of any kind and in any form (electronic, paper, or other) delivered to CENTRAL BILLING INC..
6. **LIMITATION OF LIABILITY**

Except where elsewhere set forth herein, this Section 6 sets forth the full extent of CENTRAL BILLING INC.'s liability for damages resulting from this Agreement or the Services rendered or to be rendered hereunder, regardless of the form in which such liability or claim for damages may be asserted, and sets forth the full extent of Client's remedies.

  - A. **Client Responsibility.** Client will solely be responsible for, and CENTRAL BILLING INC. shall not be responsible for any liability related in any way to: (i) the consequences of any instructions Client may give to CENTRAL BILLING INC.; (ii) Client's failure to use the Services in the manner prescribed by CENTRAL BILLING INC.; and (iii) Client's failure to supply accurate input information.
  - B. **Errors and Omissions.** CENTRAL BILLING INC.'s sole liability to Client or any third party for claims of any type or character arising from errors or omissions in the Services that are caused by CENTRAL BILLING INC. shall be to correct the affected client report, data or tax agency's filings, as the case may be. Upon the request of Client, CENTRAL BILLING INC. will correct any error or omission made by CENTRAL BILLING INC. in connection with the Services at no additional charge to Client.
  - C. **LIMIT ON MONETARY DAMAGES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT (OTHER THAN AND SUBJECT TO SECTION 4(B) ABOVE AND SECTION 6(D) BELOW), CENTRAL BILLING INC.'S LIABILITY UNDER THIS AGREEMENT FOR DAMAGES (MONETARY OR OTHERWISE) UNDER ANY CIRCUMSTANCES FOR CLAIMS OF ANY TYPE OR CHARACTER MADE BY CLIENT OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE SERVICES WILL BE LIMITED IN EACH INSTANCE TO THE LESSER OF (i) THE AMOUNT OF ACTUAL DAMAGES INCURRED BY CLIENT; OR, (ii) CENTRAL BILLING INC.'S CHARGES FOR THE AFFECTED SERVICES; PROVIDED, HOWEVER, THAT CENTRAL BILLING INC.'S AGGREGATE LIABILITY HEREUNDER IN ANY CALENDAR YEAR WILL NOT EXCEED THE AVERAGE CHARGE FOR ONE PAYROLL PROCESSING PAID BY CLIENT TO CENTRAL BILLING INC. FOR THE PAYROLL SERVICES DURING SUCH CALENDAR YEAR. CENTRAL BILLING INC. WILL ISSUE CLIENT A CREDIT(S) EQUAL TO THE APPLICABLE AMOUNT AND ANY SUCH CREDIT(S) WILL BE APPLIED AGAINST SUBSEQUENT PAYROLL PROCESSING.
  - D. **Tax Penalties and Interest Assessments.** If as a result of an error or omission made by CENTRAL BILLING INC. in performing the Tax Filing Services hereunder, an applicable taxing authority imposes a penalty on or assess interest against Client, CENTRAL BILLING INC. will (i) pay all penalties resulting from CENTRAL BILLING INC.'s error or omission and (ii) pay any interest charges imposed on Client for the failure to pay funds to the extent and for the period that such funds were held by CENTRAL BILLING INC.. In any such case, Client will be responsible for all additional taxes and any other interest charges.
  - E. **SecurePay/Direct Deposit.** Neither CENTRAL BILLING INC. nor the Originating Bank (bank or other financial institution CENTRAL BILLING INC. uses to initiate banking transactions to and from Client's account, Taxing Authorities' accounts, third party vendors' accounts, and CENTRAL BILLING INC.'s accounts) shall be liable for any damages to Client arising from any decision to refrain from or delay originating debit/credit entries or issuing SecurePay checks and/or Direct Deposit in connection with Client's payroll (i) after reasonable efforts to verify such debit/credit entries by the required security procedures have failed; (ii) due to Client's credit worthiness; or (iii) because CENTRAL BILLING INC. has not received timely funds from Client as required by Section 1(C). Client agrees that CENTRAL BILLING INC. will not be liable for any damages to Client arising from any bank or financial institution decision to withhold the release of a Client payroll which is process on SecurePay checks and/or Direct Deposit. Regardless of any such delay in the release of SecurePay checks and/or Direct Deposit, Client will still be obligated to pay CENTRAL BILLING INC. for applicable payroll processing charges.
  - F. **No Consequential Damages.** NEITHER CENTRAL BILLING INC. NOR THE ORIGINATING BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) THAT CLIENT OR OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER, CAUSED AND UNDER WHATEVER THEORY OF LIABILITY. THIS CLAUSE SHALL IN NO WAY BE INTERPRETED SO AS TO NEGATE ANY OTHER PROVISION IN THIS AGREEMENT WHICH SETS FORTH THE LIMITS OF LIABILITY FOR CENTRAL BILLING INC..
7. **TERM AND TERMINATION; DEFAULT BY CLIENT; REMEDIES UPON DEFAULT**
  - A. **Services.** CENTRAL BILLING INC. or Client may terminate this Agreement upon at least 30 days prior written notice, without cause, and the Services may be immediately terminated by CENTRAL BILLING INC. without prior notice if: (i) any of the events in Section 7 (B) occur with respect to Client; (ii) any unauthorized credits or debits are initiated in Client's name; (iii) the Originating Bank notifies CENTRAL BILLING INC. that it is no longer willing to originate

debits and credits for any reason; (iv) the Authorization to Debit is terminated, (v) Client terminates or is terminated from the Tax Filing Services, or (vi) CENTRAL BILLING INC. reasonably determines that Client no longer meets CENTRAL BILLING INC.'s eligibility requirements for such Services.

- B. Client Defaults. Notwithstanding anything contained herein, if Client: (i) defaults in the payment of any sum of money hereunder; (ii) defaults in the performance of any of its other obligations hereunder; (iii) seeks any protection or action in the Bankruptcy Courts or becomes insolvent, or if any substantial part of Client's property becomes subject to any levy/seizure, assignment, application or sale for or by any creditor or governmental agency; or (iv) has any material adverse change (in CENTRAL BILLING INC.'s sole opinion) in its financial condition, then, in any such event, CENTRAL BILLING INC. may: (a) terminate this Agreement and/or any of the Service; (b) declare all amounts due, and to become due, immediately due and payable; and/or (c) require Client to deposit an amount equal to its average per processing charges or to prepay for future Services.
- C. Post-Termination. If any of the Services are or may be terminated by CENTRAL BILLING INC. pursuant to Sections 7(A) or 7(B), CENTRAL BILLING INC. shall be entitled to allocate any funds remitted or otherwise made available by Client to CENTRAL BILLING INC. in such priorities as CENTRAL BILLING INC. (in its sole discretion) may determine appropriate (including reimbursing CENTRAL BILLING INC. for payments made by CENTRAL BILLING INC. hereunder on Client's behalf to a third party) and if any such Services are terminated, Client will immediately (i) become solely responsible for all of its third party payment obligations covered by such Services then or thereafter due (including for Tax Filing Services, all related penalties and interest); (ii) reimburse CENTRAL BILLING INC. for all payments made by CENTRAL BILLING INC. on Client's behalf; and (iii) pay any and all fees and charges invoiced by CENTRAL BILLING INC. to Client relating to the Services. If CENTRAL BILLING INC. elects not to terminate any or all of the Services as permitted hereunder, CENTRAL BILLING INC. may require Client to pay its outstanding and all future third party payment amounts covered by the Services and/or CENTRAL BILLING INC.'s fees and charges for the Services to CENTRAL BILLING INC. by bank or certified check or by wire transfer as a condition to receiving further Services.
- D. Remedies Cumulative. The remedies contained in this Section 7 are cumulative and in addition to all other rights and remedies available to CENTRAL BILLING INC. hereunder, by operation of law or otherwise.
8. FUNDING; INDEMNIFICATION
- A. Funding. Client shall indemnify and hold harmless CENTRAL BILLING INC. from and against any loss, liability, claim, damage or exposure arising from or in connection with any action, proceeding or claim made or brought against CENTRAL BILLING INC. by any person or entity with whom Client maintains a payroll account or funds, for any CENTRAL BILLING INC. error, omission or failure incident or pursuant to CENTRAL BILLING INC. providing the Services to Client that would have been correct by CENTRAL BILLING INC. except Client refused or was unable to fund or reimburse such person or entity.
- B. Debits. Client shall be liable for debits initiated by CENTRAL BILLING INC. hereunder. Client unconditionally promises to pay to CENTRAL BILLING INC. the amount of any unfunded payroll file (including any debit which is returned to CENTRAL BILLING INC. because of insufficient or uncollected funds or for any other reason), upon demand and interest thereon at the rate set forth in Section 2(A).
- C. Client shall be liable for, and shall indemnify CENTRAL BILLING INC. relative to, any loss, liability, claim, damage or exposure arising from or in connection with any fraudulent or criminal acts of Client's employees.
- D. Client agrees to hold harmless, defend and indemnify CENTRAL BILLING INC. from and against any claims, suits, actions or causes of action brought against CENTRAL BILLING INC. by any person or entity paid by CENTRAL BILLING INC. pursuant to this agreement which in any way relates to said person or entity's relationship with Client, including, without limitation, wage and hour matters, labor or employment matters, and discrimination of any kind. Said indemnification expressly includes attorney's fees incurred by CENTRAL BILLING INC..
9. GENERAL
- A. Assignment. CENTRAL BILLING INC. may assign this Agreement without the prior written consent of the Client. Client may not assign this Agreement without the prior written consent of CENTRAL BILLING INC..
- B. Inducement. Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter. This Agreement shall not be modified except in writing signed by CENTRAL BILLING INC. and Client
- C. No Third Party Beneficiaries. With respect to the Services and CENTRAL BILLING INC. Products covered hereby, CENTRAL BILLING INC. suppliers, vendors, and referral partners shall receive the same indemnification and defense rights from Client as set forth in Section 4C of this Agreement and may enforce the same disclaimers and limitation against Client as CENTRAL BILLING INC. may under Section 3 and 6 of this Agreement. Other than CENTRAL BILLING INC. suppliers, vendors and referral partners who are intended third party beneficiaries with respect to Sections 3, 4C, and 6 of this Agreement nothing in this Agreement creates, or will be deemed to create third party beneficiaries of or under this Agreement. CENTRAL BILLING INC. HAS NO OBLIGATION TO ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, CLIENT'S EMPLOYEES AND/OR ANY TAXING AUTHORITIES) BY VIRTUE OF THIS AGREEMENT.
- D. Force Majeure. Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, earthquake, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control.
- E. Non-Hire. During the term of this Agreement, Client shall not solicit the employment of any CENTRAL BILLING INC. employee who has been involved in furnishing Services hereunder.
- F. Governing Law. This agreement shall be construed and governed pursuant to the laws of the State of North Dakota. Any dispute arising out of this agreement shall be brought in the Superior or State Court of Cass County, North Dakota. The parties hereto expressly consent to jurisdiction and venue in said courts and hereby waive any objection to said venue and jurisdiction.

This Agreement shall become effective upon being signed by an authorized representative of CENTRAL BILLING INC.. This Agreement may be executed in separate counterparts, each of which shall constitute an original and each counterpart, when taken together, shall constitute one instrument. Facsimile copies of the signed Agreement shall be as valid and enforceable as the original. CENTRAL BILLING INC.'S SALES REPRESENTATIVES DO NOT HAVE THE AUTHORITY TO BIND CENTRAL BILLING INC..

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Signature

---

Print Name

---

Title

---

Company Name

---

Date

## ESTIMATED COST TO PROCESS PAYROLL USING CBI BUSINESS SERVICES

PER PAYROLL:	Cost	# Employees	# Payrolls	Total
City	\$ 1.50	21	26	\$ 819.00
Mayor / Council	\$ 1.50	7	4	\$ 42.00
Aquatic Center	\$ 1.50	32	8	\$ 384.00
AC Manager	\$ 1.50	1	10	\$ 15.00
Park	\$ 1.50	3	13	\$ 58.50
Summer Rec Director	\$ 1.50	1	10	\$ 15.00
Landfill	\$ 1.50	1	17	\$ 25.50
Fire Dept	\$ 1.50	1	1	\$ 1.50
Garnishment	\$ 3.00	0	26	\$ -
Vendor Payments	\$ 3.00	0	26	\$ -
				\$ 1,360.50

PER MONTH:	Cost Per Month	Total
Timekeeping	\$ 45.00	\$ 540.00

PER QUARTER:	Cost Per Quarter	Total
	\$ 75.00	\$ 300.00

YEAR END:	Cost	# Employees	Total
W2	\$ 4.50	67	\$ 301.50
W2 Setup	\$ 20.00		\$ 20.00
Record Retention	\$ 30.00		\$ 30.00
			\$ 351.50
		<b>TOTAL</b>	<b>\$ 2,552.00</b>

## 2019 Sales Tax Receipts Comparison to Previous Years

Qtr	Qtrly and											
	Received YTD 2019	Received YTD 2018	YTD Variance	Received YTD 2019	Received YTD 2017	YTD Variance	Received YTD 2019	Received YTD 2016	YTD Variance	Received YTD 2019	Received YTD 2015	YTD Variance
1st Qtr	\$ 174,508.26	\$ 197,480.83	-11.6%	\$ 174,508.26	\$ 205,789.71	-15.2%	\$ 174,508.26	\$ 153,506.38	13.7%	\$ 174,508.26	\$ 157,623.08	10.7%
2nd Qtr	\$ 155,159.13	\$ 148,615.89	4.4%	\$ 155,159.13	\$ 165,307.55	-6.1%	\$ 155,159.13	\$ 137,648.55	12.7%	\$ 155,159.13	\$ 126,975.30	22.2%
3rd Qtr	\$ 219,424.52	\$ 205,268.20	6.9%	\$ 219,424.52	\$ 205,695.56	6.7%	\$ 219,424.52	\$ 161,626.84	35.8%	\$ 219,424.52	\$ 154,238.23	42.3%
4th Qtr	\$ 175,772.45	\$ 172,278.02	2.0%	\$ 175,772.45	\$ 142,706.78	23.2%	\$ 175,772.45	\$ 138,430.75	27.0%	\$ 175,772.45	\$ 150,066.72	17.1%
	<b>\$ 724,864.36</b>	<b>\$ 723,642.94</b>	<b>0.2%</b>	<b>\$ 724,864.36</b>	<b>\$ 719,499.60</b>	<b>0.7%</b>	<b>\$ 724,864.36</b>	<b>\$ 591,212.52</b>	<b>22.6%</b>	<b>\$ 724,864.36</b>	<b>\$ 588,903.33</b>	<b>23.1%</b>
		\$ 1,221.42			\$ 5,364.76			\$ 133,651.84			\$ 135,961.03	

### 1st Quarter COMPARISON

Date	Monthly Totals			Monthly Totals			Monthly Totals			Monthly Totals		
	2019	2018	Variance	2019	2017	Variance	2019	2016	Variance	2019	2015	Variance
1/4	13,076.97	23,519.67	-44%	13,076.97	25,414.79	-49%	13,076.97	15,751.19	-17%	13,076.97	9,923.28	32%
1/25	43,667.92	39,688.43	10%	43,667.92	46,697.65	-6%	43,667.92	44,259.46	-1%	43,667.92	45,471.95	-4%
2/5	20,896.46	23,223.63	-10%	20,896.46	29,726.38	-30%	20,896.46	17,384.02	20%	20,896.46	12,004.12	74%
2/25	47,445.25	40,778.50	16%	47,445.25	54,194.06	-12%	47,445.25	35,481.65	34%	47,445.25	44,950.52	6%
3/7	6,977.30	7,836.56	-11%	6,977.30	10,053.33	-31%	6,977.30	10,076.77	-31%	6,977.30	9,011.96	-23%
3/28	42,444.36	62,434.04	-32%	42,444.36	39,703.50	7%	42,444.36	30,553.29	39%	42,444.36	36,261.25	17%
<b>YTD</b>	<b>174,508.26</b>	<b>197,480.83</b>	<b>-12%</b>	<b>174,508.26</b>	<b>205,789.71</b>	<b>-15%</b>	<b>174,508.26</b>	<b>153,506.38</b>	<b>14%</b>	<b>174,508.26</b>	<b>157,623.08</b>	<b>11%</b>

### 2nd Quarter COMPARISON

Date	Monthly Totals			Monthly Totals			Monthly Totals			Monthly Totals		
	2019	2018	Variance	2019	2017	Variance	2019	2016	Variance	2019	2015	Variance
4/2	7,384.10	4,962.52	49%	7,384.10	8,615.58	-14%	7,384.10	15,176.37	-51%	7,384.10	9,205.98	-20%
4/25	38,989.14	42,062.31	-7%	38,989.14	58,849.67	-34%	38,989.14	36,995.77	5%	38,989.14	35,112.69	11%
5/2	20,725.53	13,623.52	52%	20,725.53	7,733.79	168%	20,725.53	20,532.68	1%	20,725.53	13,898.66	49%
5/28	48,880.78	43,647.82	12%	48,880.78	38,305.03	28%	48,880.78	30,279.80	61%	48,880.78	35,722.98	37%
6/5	7,538.66	8,811.85	-14%	7,538.66	22,153.00	-66%	7,538.66	13,839.64	-46%	7,538.66	13,308.18	-43%
6/20	31,640.92	35,507.87	-11%	31,640.92	29,650.48	7%	31,640.92	20,824.29	52%	31,640.92	19,726.81	60%
<b>YTD</b>	<b>155,159.13</b>	<b>148,615.89</b>	<b>4%</b>	<b>155,159.13</b>	<b>165,307.55</b>	<b>-6%</b>	<b>155,159.13</b>	<b>137,648.55</b>	<b>13%</b>	<b>155,159.13</b>	<b>126,975.30</b>	<b>22%</b>

### 3rd Quarter COMPARISON

Date	Monthly Totals			Monthly Totals			Monthly Totals			Monthly Totals		
	2019	2018	Variance	2019	2017	Variance	2019	2016	Variance	2019	2015	Variance
7/1	44,061.21	24,990.64	76%	44,061.21	28,478.89	55%	44,061.21	25,162.29	75%	44,061.21	26,710.92	65%
7/24	48,528.53	49,144.71	-1%	48,528.53	61,666.15	-21%	48,528.53	43,657.15	11%	48,528.53	36,035.17	35%
8/6	15,772.01	14,249.27	11%	15,772.01	6,624.88	138%	15,772.01	7,554.84	109%	15,772.01	13,927.11	13%
8/27	52,597.33	53,957.11	-3%	52,597.33	42,693.73	23%	52,597.33	29,947.06	76%	52,597.33	30,002.52	75%
9/6	9,284.53	6,629.42	40%	9,284.53	10,686.77	-13%	9,284.53	14,005.76	-34%	9,284.53	19,938.32	-53%
9/25	49,180.91	56,297.05	-13%	49,180.91	55,545.14	-11%	49,180.91	41,299.74	19%	49,180.91	27,624.19	78%
<b>YTD</b>	<b>219,424.52</b>	<b>205,268.20</b>	<b>7%</b>	<b>219,424.52</b>	<b>205,695.56</b>	<b>7%</b>	<b>219,424.52</b>	<b>161,626.84</b>	<b>36%</b>	<b>219,424.52</b>	<b>154,238.23</b>	<b>42%</b>

### 4th Quarter COMPARISON

Date	Monthly Totals			Monthly Totals			Monthly Totals			Monthly Totals		
	2019	2018	Variance	2019	2017	Variance	2019	2016	Variance	2019	2015	Variance
10/4	9,227.69	3,072.54	200%	9,227.69	3,239.07	185%	9,227.69	8,818.80	5%	9,227.69	18,687.96	-51%
10/25	52,026.06	37,886.40	37%	52,026.06	49,203.75	6%	52,026.06	40,194.29	29%	52,026.06	32,257.65	61%
11/6	10,836.71	20,943.41	-48%	10,836.71	5,711.22	90%	10,836.71	10,597.66	2%	10,836.71	13,915.77	-22%
11/21	53,408.74	38,894.52	37%	53,408.74	40,073.73	33%	53,408.74	33,305.12	60%	53,408.74	39,834.02	34%
12/4	3,733.30	19,086.56	-80%	3,733.30	11,235.88	-67%	3,733.30	16,104.74	-77%	3,733.30	10,758.10	-65%
12/21	46,539.95	52,394.59	-11%	46,539.95	33,243.13	40%	46,539.95	29,410.14	58%	46,539.95	34,613.22	34%
<b>YTD</b>	<b>175,772.45</b>	<b>172,278.02</b>	<b>2%</b>	<b>175,772.45</b>	<b>142,706.78</b>	<b>23%</b>	<b>175,772.45</b>	<b>138,430.75</b>	<b>27%</b>	<b>175,772.45</b>	<b>150,066.72</b>	<b>17%</b>

<b>724,864.36</b>	<b>723,642.94</b>	<b>0%</b>	<b>724,864.36</b>	<b>719,499.60</b>	<b>1%</b>	<b>724,864.36</b>	<b>591,212.52</b>	<b>23%</b>	<b>724,864.36</b>	<b>588,903.33</b>	<b>23%</b>
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