



City of Flandreau City Council Meeting

Agenda

6:30 p.m., Tuesday
January 20th, 2026
City Council Chambers
1005 W. Elm Avenue
Flandreau, SD

Meeting called by: Mayor Sutton

Type of meeting: Regular

Agenda Topics

2 **Pledge of Allegiance** Alderman Fargen
Adopt Agenda

Consent Agenda

- Approve Minutes from 1-5-2026
- Approval of Lindsay Heiter: Paramedic Rate-\$14/hourly
- Approve Bills

Public Hearing

5 **Public Hearing: Temporary Alcoholic Beverage License: On-Sale Liquor at William Janklow Community Center for Flandreau Baseball Association for Event: 2-21-26**

Visitors to be Heard

Visitors to be Heard is the opportunity for persons to address the Council on items not on the Agenda. If the item can be handled administratively without Council action, the Mayor will refer it to the City Administrator. If the item requires Council action, it will be scheduled for an upcoming meeting. Persons wishing to comment on items on the Agenda shall request to speak following presentation of the agenda item and after the Mayor opens the item up for public comment.

Administrative Reports

5 Mayor's Report Mayor Sutton
5 City Administrator's Report City Administrator
Cohl Turnquist
2 **Approve Administrative Reports**

Old Business

5 Second Reading: Ordinance 637-Establish
Schedule II. Snow Alerts

New Business

2 SRF Pay Requests: Sewer #10; \$7,760, Water
#23; \$7,860

5 Resolution 2026-02: Adopting Moody County
Pre-Disaster Mitigation Plan 2026-2031

5 2026 Agreement with Code Enforcement

10 Executive Session: Legal

Special notes: Other business properly referred to the City
Council

Cohl Turnquist
City Administrator

Distribution:

Mayor Sutton
Alderman Ahlers
Alderman Bjerke
Alderman Ekern
Alderman Fargen
Alderman Tufty
Alderman Yeaton

Cc:
Newspaper: Moody County Enterprise
City Attorney: Matthew Tysdal

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

**COUNCIL PROCEEDINGS
January 5th, 2026**

The City Council of the City of Flandreau, South Dakota, met in regular session on January 5th, 2026, at 6:30 p.m. at the City Council Chambers, 1005 W. Elm Avenue, Flandreau, SD.

Present: Mayor Dan Sutton. Aldermen: Curt Ahlers, Brad Bjerke, Mark Ekern, Mike Fargen, Karen Tufty and Tim Yeaton. Absent: Administrator Cohl Turnquist and City Attorney Matthew Tysdal. Also present were Finance Officer Lori Kneebone, Police Chief Zach Weber, Public Works Director Tanner Harris and Assistant Public Works Director Chase Amdahl.

The proposed agenda was reviewed. Motion by Bjerke and seconded by Ekern to adopt the proposed agenda. The following members voted aye: Ahlers, Bjerke, Ekern, Fargen, Tufty and Yeaton. Nays: None. Absent: None. Motion carried.

Motion by Tufty and seconded by Ekern to approve the Consent Agenda; which includes the minutes of 12-29-2025, and to allow the following claims for the City and to pay them: (27500) Tanner Harris, dental insurance reimbursed, 113.76 (27501) AT & T Mobility, FPD/Ambulance phones, 264.26; Bound Tree Medical LLC., medical supplies, 579.44; Boys & Girls Club of Moody County, 2026 subsidy request, 10,000.00; Brendan & Wendy Streitz, BES rebate, 500.00; Cannon Technologies, Inc., 2026 software, hardware support, 10,731.00; Cardmember Services, supplies/dues/subscriptions/repairs, 4,416.73; Catalis LLC, website management subscription, 1,674.00; Cenex Fleetcard, FPD gas/oil, 1,043.60; Community Counseling Services, 2026 subsidy request, 7,600.00; Crystal Theatre Cultural Assoc., 2026 subsidy request, 8,000.00; Cybercoach, Inc., equipment/repairs, 2,154.40; Flandreau City Band, 2026 Subsidy Request, 4,500.00; Flandreau Clubhouse ECE Center, 2026 Subsidy Request, 25,000.00; Flandreau Development Corp., 2026 subsidy request, 10,000.00; Flandreau Fridays, 2026 subsidy request, 6,000.00; Flandreau Housing Authority, 2026 subsidy request, 25,000.00; Flandreau Parade Committee, 2026 subsidy request, 3,000.00; Flandreau Park Golf Club, 2026 subsidy request, 5,000.00; Granicus, encoding appliance hardware, support, 6,850.25; Helms & Associates, airport runway realignment and land acquisition assistance, 106,657.92; Interlakes Comm Action Program, 2026 subsidy request, 900.00; M & T Fire and Safety, Inc., FFD reflective striped vests, 152.91; MidAmerican Energy, FFD gas bill, 717.93; Minnesota Municipal Utilities Association, 2026 allied membership dues, 570.00; Missouri River Energy Services, AMI meter count & monthly fee, 391.80; Moody County Auditor, 2026 subsidy request for MCRC, 10,750.00; Moody County Enterprise, publishing/advertising, 605.21; Moody County Historical Society, 2026 subsidy request, 7,500.00; Rural Office of Community Services, Inc., 2026 subsidy request, 8,500.00; SD Assoc of Rural Water Systems, 2026 annual dues, 765.00; SD City Management Assoc., 2026 city management membership, 150.00; SD Firefighters Assoc., 2026 membership dues, 725.00; SD Government Finance Officers Association, 2026 FO membership dues, 50.00; SD Governmental Human Resource Assoc., 2026 HR membership dues, 25.00; SD Municipal Electric Association, 2026 annual dues, 2,497.00; SD Municipal League, 2026 annual municipal membership, 2,379.00; SD Police Chiefs Association, 2026 membership dues, 200.00; SEAFOG, 2026 annual dues, 100.00; Southeast Firefighters

Association, 2026 association dues, 100.00; Sturdevant's Auto Supply, ambulance supplies/repairs, 90.52; The Wholeness Center, 2026 subsidy request, 5,000.00; Titan Machinery – Pipestone, skid steer and loader repairs, 2,107.76; WESCO Receivables Corp., supplies, 330.40 (27543). Also included in the Consent Agenda is a step increase for Donald Biles, placing him at Step 7 of the Public Works Operator Wage Scale at \$24.41/hourly. The following members voted aye: Ahlers, Bjerke, Ekern, Fargen, Tufty and Yeaton. Nays: None. Absent: None. Motion carried.

Visitors to Be Heard: None.

Mayor Sutton encouraged council members to develop goals and objectives for 2026 project planning. He identified updating the landscaping surrounding the new fire station as a potential project. The Mayor also noted that the ambulance logo has been updated to reflect the name “Flandreau EMS.”

There was no City Administrator report.

Motion by Yeaton and seconded by Ahlers to approve the Mayor’s Report. The following members voted aye: Ahlers, Bjerke, Ekern, Fargen, Tufty and Yeaton. Nays: None. Absent: None. Motion carried.

Old Business: None.

New Business: Motion by Tufty and seconded by Ahlers to approve Resolution 2026-01: 2026 Salaries. The following members voted aye: Ahlers, Bjerke, Ekern, Fargen, Tufty and Yeaton. Nays: None. Absent: None. Motion carried.

The First Reading of Ordinance No. 637 was held. The ordinance proposes the addition of Schedule II, *Snow Alerts*, amending Chapter 76 of the Flandreau Code of Ordinances. Police Chief Zach Weber, Public Works Director Tanner Harris, and Assistant Public Works Director Chase Amdahl were present to address Council questions.

Chief Weber encouraged residents to sign up for CodeRED text alerts to receive snow alert notifications. Alderman Fargen spoke in opposition to the ordinance. The Second Reading is scheduled for January 20, 2026. No Council action was taken.

Motion by Yeaton and seconded by Ahlers to approve the billing service agreement with PCC for Ambulance Billing. The following members voted aye: Ahlers, Bjerke, Ekern, Fargen, Tufty and Yeaton. Nays: None. Absent: None. Motion carried.

Council Comments: The next regular council meeting will be held on Tuesday, January 20th, due to the Martin Luther King holiday on Monday, January 19th.

The Mayor declared the meeting adjourned at 6:59 p.m.

Daniel D. Sutton
Mayor

ATTEST:

Cohl Turnquist
City Administrator

Agenda Action Form Flandreau City Council

Meeting Date: 1/20/2026

Title: Placement of Lindsay Heiter on Paramedic Wage

Motion Resolution Ordinance Other

Background Information: The City of Flandreau is actively seeking out employees to serve as EMTs, AEMTs, and Paramedics within Flandreau EMS. Lindsay Heiter has indicated that she wishes to serve as a Part-Time Paramedic for Flandreau EMS. Heiter meets all of the requirements to be placed at the Paramedic wage of \$14 hourly and has served on Moody County EMS for several years.

Justification: Heiter provides the City EMS Service with valuable experience, expertise, and familiarity with ambulance operations that will contribute to the high level of service provided to the community.

Financial Consideration: Wages for Part-Time Paramedics are included in the Ambulance Budget, which falls within the General Fund.

City Administrator's Recommendation: Approval

Attachments: None



City of Flandreau, SD

Income Statement

Group Summary

For Fiscal: 2026 Period Ending: 01/31/2026

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 101 - General Fund					
Revenue	2,779,235.00	2,779,235.00	92,126.92	92,126.92	2,687,108.08
Expense	2,631,435.84	2,631,435.84	243,667.93	243,667.93	2,387,767.91
Fund: 101 - General Fund Surplus (Deficit):	147,799.16	147,799.16	-151,541.01	-151,541.01	299,340.17
Fund: 211 - Bed, Board, Booze OR 3rd Cent Sales Tax Fund?					
Revenue	33,000.00	33,000.00	514.30	514.30	32,485.70
Expense	33,000.00	33,000.00	1,004.47	1,004.47	31,995.53
Fund: 211 - Bed, Board, Booze OR 3rd Cent Sales Tax Fund? Surplus (Defi	0.00	0.00	-490.17	-490.17	490.17
Fund: 500 - Capital Project-Fire Station					
Expense	100,146.83	100,146.83	9,419.06	9,419.06	90,727.77
Fund: 500 - Capital Project-Fire Station Total:	100,146.83	100,146.83	9,419.06	9,419.06	90,727.77
Fund: 602 - Water					
Revenue	3,138,672.50	3,138,672.50	0.00	0.00	3,138,672.50
Expense	874,778.05	874,778.05	23,339.96	23,339.96	851,438.09
Fund: 602 - Water Surplus (Deficit):	2,263,894.45	2,263,894.45	-23,339.96	-23,339.96	2,287,234.41
Fund: 603 - Electric					
Revenue	3,522,110.34	3,522,110.34	1,942.81	1,942.81	3,520,167.53
Expense	3,451,316.11	3,451,316.11	46,974.45	46,974.45	3,404,341.66
Fund: 603 - Electric Surplus (Deficit):	70,794.23	70,794.23	-45,031.64	-45,031.64	115,825.87
Fund: 604 - Sewer					
Revenue	2,799,689.66	2,799,689.66	700.00	700.00	2,798,989.66
Expense	676,726.19	676,726.19	21,726.18	21,726.18	655,000.01
Fund: 604 - Sewer Surplus (Deficit):	2,122,963.47	2,122,963.47	-21,026.18	-21,026.18	2,143,989.65
Fund: 606 - Airport					
Revenue	383,858.00	383,858.00	82,855.38	82,855.38	301,002.62
Expense	398,721.42	398,721.42	107,835.07	107,835.07	290,886.35
Fund: 606 - Airport Surplus (Deficit):	-14,863.42	-14,863.42	-24,979.69	-24,979.69	10,116.27
Fund: 612 - Solid Waste					
Revenue	224,780.00	224,780.00	0.00	0.00	224,780.00
Expense	220,047.22	220,047.22	243.00	243.00	219,804.22
Fund: 612 - Solid Waste Surplus (Deficit):	4,732.78	4,732.78	-243.00	-243.00	4,975.78
Fund: 708 - TIF 8					
Revenue	18,707.00	18,707.00	0.00	0.00	18,707.00
Expense	56,456.08	56,456.08	0.00	0.00	56,456.08
Fund: 708 - TIF 8 Surplus (Deficit):	-37,749.08	-37,749.08	0.00	0.00	-37,749.08
Fund: 710 - Housing Corporation					
Revenue	0.00	0.00	25,000.00	25,000.00	-25,000.00
Fund: 710 - Housing Corporation Total:	0.00	0.00	25,000.00	25,000.00	-25,000.00
Total Surplus (Deficit):	4,457,424.76	4,457,424.76	-251,070.71	-251,070.71	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
101 - General Fund	147,799.16	147,799.16	-151,541.01	-151,541.01	299,340.17
211 - Bed, Board, Booze OR	0.00	0.00	-490.17	-490.17	490.17
500 - Capital Project-Fire Sta	-100,146.83	-100,146.83	-9,419.06	-9,419.06	-90,727.77
602 - Water	2,263,894.45	2,263,894.45	-23,339.96	-23,339.96	2,287,234.41
603 - Electric	70,794.23	70,794.23	-45,031.64	-45,031.64	115,825.87
604 - Sewer	2,122,963.47	2,122,963.47	-21,026.18	-21,026.18	2,143,989.65
606 - Airport	-14,863.42	-14,863.42	-24,979.69	-24,979.69	10,116.27
612 - Solid Waste	4,732.78	4,732.78	-243.00	-243.00	4,975.78
708 - TIF 8	-37,749.08	-37,749.08	0.00	0.00	-37,749.08
710 - Housing Corporation	0.00	0.00	25,000.00	25,000.00	-25,000.00
Total Surplus (Deficit):	4,457,424.76	4,457,424.76	-251,070.71	-251,070.71	



City of Flandreau, SD

Expense Approval Report

By Vendor Name

Payment Dates 1/20/2026 - 1/20/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Vendor: 0004 - AFLAC							
AFLAC	640634	01/20/2026	FEB. 2026: SUPP. INSURANCE	101-04-4154		01/20/2026	21.75
AFLAC	640634	01/20/2026	FEB. 2026: SUPP. INSURANCE	101-08-4154		01/20/2026	21.75
AFLAC	640634	01/20/2026	FEB. 2026: SUPP. INSURANCE	101-29-4154		01/20/2026	114.53
AFLAC	640634	01/20/2026	FEB. 2026: SUPP. INSURANCE	602-31-4154		01/20/2026	21.74
AFLAC	640634	01/20/2026	FEB. 2026: SUPP. INSURANCE	604-31-4154		01/20/2026	21.75
Vendor 0004 - AFLAC Total:							201.52
Vendor: 1140 - BETTY VON EYE							
BETTY VON EYE	INV0001895	01/20/2026	JAN. 2026: MEDICAL INSURA	602-32-4150		01/20/2026	66.96
BETTY VON EYE	INV0001895	01/20/2026	JAN. 2026: MEDICAL INSURA	603-32-4150		01/20/2026	68.98
BETTY VON EYE	INV0001895	01/20/2026	JAN. 2026: MEDICAL INSURA	604-32-4150		01/20/2026	66.96
Vendor 1140 - BETTY VON EYE Total:							202.90
Vendor: 0009 - BIG SIOUX COMM WATER SYSTEM							
BIG SIOUX COMM WATER SY	INV0001899	01/20/2026	DEC. 2025: AIRPORT WATER	606-11-4280		01/20/2026	65.00
BIG SIOUX COMM WATER SY	INV0001905	01/20/2026	DEC. 2025: PARK WATER USA	101-08-4280		01/20/2026	65.00
Vendor 0009 - BIG SIOUX COMM WATER SYSTEM Total:							130.00
Vendor: 2017 - BLUEPEAK							
BLUEPEAK	INV0001907	01/20/2026	ELECT. DEPT. UTILITY (1/9/26	603-31-4280		01/20/2026	52.68
Vendor 2017 - BLUEPEAK Total:							52.68
Vendor: 0013 - BOOSTER PUBLISHING							
BOOSTER PUBLISHING	00037582	01/20/2026	DEC. 2025: MINUTES/WINTE	101-01-4230		01/20/2026	250.00
BOOSTER PUBLISHING	00037582	01/20/2026	DEC. 2025: MINUTES/WINTE	602-31-4230		01/20/2026	145.00
BOOSTER PUBLISHING	00037582	01/20/2026	DEC. 2025: MINUTES/WINTE	604-31-4230		01/20/2026	145.00
BOOSTER PUBLISHING	00037601	01/20/2026	FPD: CHRISTMAS AD	101-02-4230		01/20/2026	80.00
Vendor 0013 - BOOSTER PUBLISHING Total:							620.00
Vendor: 2290 - BOUND TREE MEDICAL, LLC.							
BOUND TREE MEDICAL, LLC.	86039935	01/20/2026	GO-PAP CAPNO KIT-MD (QTY	101-29-4260		01/20/2026	506.96
BOUND TREE MEDICAL, LLC.	86043983	01/20/2026	CURAPLEX DISPOSABLE FITT	101-29-4260		01/20/2026	135.99
BOUND TREE MEDICAL, LLC.	86049228	01/20/2026	CURAPLEX PATIENT TRANSP	101-29-4260		01/20/2026	372.73
BOUND TREE MEDICAL, LLC.	86049229	01/20/2026	SUPER SANI-CLOTH ALC. DISI	101-29-4260		01/20/2026	105.67
BOUND TREE MEDICAL, LLC.	86051402	01/20/2026	M-LNCS DISPOSABLE PULSE	101-29-4260		01/20/2026	167.21
BOUND TREE MEDICAL, LLC.	86054935	01/20/2026	BACKBOARD STRAPS, SM EX	101-29-4260		01/20/2026	136.69
BOUND TREE MEDICAL, LLC.	86060317	01/20/2026	EMS PANTS (QTY: 2)	101-29-4265		01/20/2026	151.98
Vendor 2290 - BOUND TREE MEDICAL, LLC. Total:							1,577.23

Expense Approval Report

Payment Dates: 1/20/2026 - 1/20/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Vendor: 1985 - CATALIS LLC							
CATALIS LLC	INV308366069	01/20/2026	2026 E-MAIL SERVICES	101-01-4290		01/20/2026	787.50
Vendor 1985 - CATALIS LLC Total:							787.50
Vendor: 2228 - CENTURY BUSINESS PRODUCTS							
CENTURY BUSINESS PRODUC	833670	01/20/2026	KYOCERA COPIER LEASE (12/	602-32-4293		01/20/2026	176.55
CENTURY BUSINESS PRODUC	833670	01/20/2026	KYOCERA COPIER LEASE (12/	603-32-4293		01/20/2026	176.55
CENTURY BUSINESS PRODUC	833670	01/20/2026	KYOCERA COPIER LEASE (12/	604-32-4293		01/20/2026	176.55
Vendor 2228 - CENTURY BUSINESS PRODUCTS Total:							529.65
Vendor: 1608 - CHASE AMDAHL							
CHASE AMDAHL	INV0001918	01/20/2026	PERSONAL EXPENSE REIMBU	101-03-4260		01/20/2026	12.00
Vendor 1608 - CHASE AMDAHL Total:							12.00
Vendor: 0917 - CHRISTIANSEN COMPLETE WATER							
CHRISTIANSEN COMPLETE W	INV0001898	01/20/2026	SOFTENER TANK EXCHANGE	101-04-4250		01/20/2026	29.91
Vendor 0917 - CHRISTIANSEN COMPLETE WATER Total:							29.91
Vendor: 1721 - CINTAS							
CINTAS	5311583709	01/20/2026	FFD: FIRST AID BOX REFILL	101-03-4260		01/20/2026	20.45
CINTAS	5311583711	01/20/2026	CITY OFFICE: FIRST AID BOX	602-31-4260		01/20/2026	12.36
CINTAS	5311583711	01/20/2026	CITY OFFICE: FIRST AID BOX	603-31-4260		01/20/2026	12.35
CINTAS	5311583711	01/20/2026	CITY OFFICE: FIRST AID BOX	604-31-4260		01/20/2026	12.35
CINTAS	4256089663	01/20/2026	JAN. 2026: RUGS/LINENS/TO	101-10-4240		01/20/2026	187.48
CINTAS	4256089663	01/20/2026	JAN. 2026: RUGS/LINENS/TO	602-32-4240		01/20/2026	30.63
CINTAS	4256089663	01/20/2026	JAN. 2026: RUGS/LINENS/TO	603-32-4240		01/20/2026	30.63
CINTAS	4256089663	01/20/2026	JAN. 2026: RUGS/LINENS/TO	604-32-4240		01/20/2026	30.68
Vendor 1721 - CINTAS Total:							336.93
Vendor: 1941 - CODE ENFORCEMENT SPECIALISTS							
CODE ENFORCEMENT SPECI	INV0001893	01/20/2026	2026 CODE ENFORCEMENT R	101-01-4220		01/20/2026	1,500.00
Vendor 1941 - CODE ENFORCEMENT SPECIALISTS Total:							1,500.00
Vendor: 1904 - COLLIERS SECURITIES LLC							
COLLIERS SECURITIES LLC	INV0001894	01/20/2026	2025 FEE FOR DISCLOSURE S	602-32-4220		01/20/2026	100.00
COLLIERS SECURITIES LLC	INV0001894	01/20/2026	2025 FEE FOR DISCLOSURE S	603-32-4220		01/20/2026	100.00
COLLIERS SECURITIES LLC	INV0001894	01/20/2026	2025 FEE FOR DISCLOSURE S	604-32-4220		01/20/2026	100.00
Vendor 1904 - COLLIERS SECURITIES LLC Total:							300.00
Vendor: 0011 - DANR							
DANR	145152	01/20/2026	APPLICATOR LICENSE FOR D.	101-04-4296		01/20/2026	23.33
DANR	145152	01/20/2026	APPLICATOR LICENSE FOR D.	101-08-4296		01/20/2026	23.33
DANR	145152	01/20/2026	APPLICATOR LICENSE FOR D.	604-31-4296		01/20/2026	23.34
Vendor 0011 - DANR Total:							70.00
Vendor: 0206 - DITCH WITCH UNDERCON							
DITCH WITCH UNDERCON	P24915	01/20/2026	DITCH WITCH PROSPECTOR L	603-31-4260		01/20/2026	118.75
Vendor 0206 - DITCH WITCH UNDERCON Total:							118.75

Expense Approval Report

Payment Dates: 1/20/2026 - 1/20/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Vendor: 0029 - EKERN HOME EQUIPMENT, INC.							
EKERN HOME EQUIPMENT, I	200370	01/20/2026	ARMORY: INSTALL AIR VENT	211-09-4250		01/20/2026	199.57
EKERN HOME EQUIPMENT, I	200714	01/20/2026	306 E. 3RD AVE -- INSTALLED	602-31-4250		01/20/2026	206.38
Vendor 0029 - EKERN HOME EQUIPMENT, INC. Total:							405.95
Vendor: 1937 - ELM CUSTOMS							
ELM CUSTOMS	2153	01/20/2026	DUMP TRUCK: REPAIRED CA	101-04-4250		01/20/2026	542.94
ELM CUSTOMS	2196	01/20/2026	DUMP TRUCK: REPLACED BA	101-04-4250		01/20/2026	309.99
ELM CUSTOMS	2286	01/20/2026	CAN-AM PARTS: OIL FILTER,	604-31-4250		01/20/2026	85.73
Vendor 1937 - ELM CUSTOMS Total:							938.66
Vendor: 0032 - ENG SERVICES							
ENG SERVICES	35481	01/20/2026	BASECOURSE GRAVEL	101-04-4246		01/20/2026	6,589.59
Vendor 0032 - ENG SERVICES Total:							6,589.59
Vendor: 0046 - GALLS LLC							
GALLS LLC	033518085	01/20/2026	FPD: RES Q ME (QTY: 5), STR	101-02-4265		01/20/2026	283.94
GALLS LLC	033620070	01/20/2026	FPD: TACLITE PRO PANT (QTY	101-02-4265		01/20/2026	226.99
Vendor 0046 - GALLS LLC Total:							510.93
Vendor: 1742 - GREATAMERICA FINANCIAL SVCS.							
GREATAMERICA FINANCIAL S	40974854	01/20/2026	FPD TOSHIBA COPIER (12/5/	101-02-4293		01/20/2026	177.92
Vendor 1742 - GREATAMERICA FINANCIAL SVCS. Total:							177.92
Vendor: 2251 - HEIDPRIEM, PURTELL, SIEGEL, HINRICHS & TYSDAL, LLP							
HEIDPRIEM, PURTELL, SIEG	14247	01/20/2026	DEC. 2025: PROFESSIONAL F	101-01-4220		01/20/2026	2,992.59
HEIDPRIEM, PURTELL, SIEG	14247	01/20/2026	DEC. 2025: PROFESSIONAL F	101-02-4220		01/20/2026	71.34
HEIDPRIEM, PURTELL, SIEG	14247	01/20/2026	DEC. 2025: PROFESSIONAL F	101-04-4220		01/20/2026	71.34
HEIDPRIEM, PURTELL, SIEG	14247	01/20/2026	DEC. 2025: PROFESSIONAL F	101-29-4220		01/20/2026	142.59
HEIDPRIEM, PURTELL, SIEG	14247	01/20/2026	DEC. 2025: PROFESSIONAL F	606-11-4220		01/20/2026	199.59
Vendor 2251 - HEIDPRIEM, PURTELL, SIEGEL, HINRICHS & TYSDAL, LLP Total:							3,477.45
Vendor: 0066 - MAYNARDS OF FLANDREAU							
MAYNARDS OF FLANDREAU	INV0001906	01/20/2026	DEC. 2025: SUPPLIES	101-29-4260		01/20/2026	23.88
MAYNARDS OF FLANDREAU	INV0001906	01/20/2026	DEC. 2025: SUPPLIES	602-32-4260		01/20/2026	14.81
MAYNARDS OF FLANDREAU	INV0001906	01/20/2026	DEC. 2025: SUPPLIES	603-32-4260		01/20/2026	14.81
MAYNARDS OF FLANDREAU	INV0001906	01/20/2026	DEC. 2025: SUPPLIES	603-32-4260		01/20/2026	14.81
MAYNARDS OF FLANDREAU	INV0001906	01/20/2026	DEC. 2025: SUPPLIES	604-31-4260		01/20/2026	156.41
Vendor 0066 - MAYNARDS OF FLANDREAU Total:							224.72
Vendor: 1378 - METRON-FARNIER, LLC							
METRON-FARNIER, LLC	992414237	01/20/2026	WATER METER 1YR SERVICE	602-31-4362		01/20/2026	200.00
METRON-FARNIER, LLC	992414238	01/20/2026	WATER METER 1YR SERVICE	602-31-4362		01/20/2026	200.00
METRON-FARNIER, LLC	992414239	01/20/2026	WATER METER 1YR SERVICE	602-31-4362		01/20/2026	1,000.00
METRON-FARNIER, LLC	992414240	01/20/2026	WATER METER 1YR SERVICE	602-31-4362		01/20/2026	1,400.00
Vendor 1378 - METRON-FARNIER, LLC Total:							2,800.00
Vendor: 0067 - MIDAMERICAN ENERGY							
MIDAMERICAN ENERGY	575230824	01/20/2026	CITY OFFICE: GAS BILL (11/19	602-31-4280		01/20/2026	214.21

Expense Approval Report

Payment Dates: 1/20/2026 - 1/20/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
MIDAMERICAN ENERGY	575230824	01/20/2026	CITY OFFICE: GAS BILL (11/19	602-32-4280		01/20/2026	107.11
MIDAMERICAN ENERGY	575230824	01/20/2026	CITY OFFICE: GAS BILL (11/19	603-31-4280		01/20/2026	441.82
MIDAMERICAN ENERGY	575230824	01/20/2026	CITY OFFICE: GAS BILL (11/19	603-32-4280		01/20/2026	214.21
MIDAMERICAN ENERGY	575230824	01/20/2026	CITY OFFICE: GAS BILL (11/19	604-31-4280		01/20/2026	240.99
MIDAMERICAN ENERGY	575230824	01/20/2026	CITY OFFICE: GAS BILL (11/19	604-32-4280		01/20/2026	120.50
MIDAMERICAN ENERGY	575233260	01/20/2026	POOL: GAS BILL (11/19/25 -	101-07-4280		01/20/2026	9.25
MIDAMERICAN ENERGY	575236563	01/20/2026	STREET SHOP: GAS BILL (11/	101-04-4280		01/20/2026	505.92
MIDAMERICAN ENERGY	575236694	01/20/2026	WATER WORKS: GAS BILL (11	602-31-4280		01/20/2026	178.66
MIDAMERICAN ENERGY	575270471	01/20/2026	COMM. CTR: GAS BILL (11/1	101-10-4280		01/20/2026	599.12
MIDAMERICAN ENERGY	575320289	01/20/2026	AMBULANCE: GAS BILL (11/1	101-29-4280		01/20/2026	214.15
MIDAMERICAN ENERGY	575333207	01/20/2026	LIFT STATION: GAS BILL (11/1	604-31-4280		01/20/2026	21.25
MIDAMERICAN ENERGY	575371032	01/20/2026	POOL PUMP HOUSE: GAS BIL	101-07-4280		01/20/2026	207.77
Vendor 0067 - MIDAMERICAN ENERGY Total:							3,074.96
Vendor: 0072 - MINNESOTA MUNICIPAL UTILITIES ASSOCIATION							
MINNESOTA MUNICIPAL UTI	68052	01/20/2026	2026 Q1 JT&S ELECTRIC + SA	101-04-4296		01/20/2026	1,217.25
MINNESOTA MUNICIPAL UTI	68052	01/20/2026	2026 Q1 JT&S ELECTRIC + SA	602-31-4296		01/20/2026	608.62
MINNESOTA MUNICIPAL UTI	68052	01/20/2026	2026 Q1 JT&S ELECTRIC + SA	603-31-4296		01/20/2026	2,264.26
MINNESOTA MUNICIPAL UTI	68052	01/20/2026	2026 Q1 JT&S ELECTRIC + SA	604-31-4296		01/20/2026	608.62
Vendor 0072 - MINNESOTA MUNICIPAL UTILITIES ASSOCIATION Total:							4,698.75
Vendor: 0120 - OTTERTAIL POWER COMPANY							
OTTERTAIL POWER COMPAN	INV0001919	01/20/2026	AIRPORT ELECTRICITY (11/26	606-11-4280		01/20/2026	285.46
Vendor 0120 - OTTERTAIL POWER COMPANY Total:							285.46
Vendor: 2292 - QUIST PLUMBING & HEATING, INC.							
QUIST PLUMBING & HEATIN	42209	01/20/2026	12/17/25: CITY MAIN PLUGG	604-31-4250		01/20/2026	497.00
Vendor 2292 - QUIST PLUMBING & HEATING, INC. Total:							497.00
Vendor: 0275 - RAMSDELL F&M LTD							
RAMSDELL F&M LTD	399057	01/20/2026	PARK SHOP: PROPANE (97.60	101-08-4263		01/20/2026	174.51
Vendor 0275 - RAMSDELL F&M LTD Total:							174.51
Vendor: 0128 - RIVER'S EDGE COOPERATIVE							
RIVER'S EDGE COOPERATIVE	INV0001910	01/20/2026	DEC. 2025: FFD GAS/OIL	101-03-4263		01/20/2026	91.98
RIVER'S EDGE COOPERATIVE	INV0001911	01/20/2026	DEC. 2025: STREET DEPT. GA	101-04-4263		01/20/2026	1,062.78
RIVER'S EDGE COOPERATIVE	INV0001912	01/20/2026	DEC. 2025: ELECT. DEPT. GAS	603-31-4263		01/20/2026	326.62
RIVER'S EDGE COOPERATIVE	INV0001913	01/20/2026	DEC. 2025: PARKS DEPT. GAS	101-08-4263		01/20/2026	96.80
RIVER'S EDGE COOPERATIVE	INV0001914	01/20/2026	DEC. 2025: SEWER DEPT. GA	604-31-4263		01/20/2026	337.25
RIVER'S EDGE COOPERATIVE	INV0001915	01/20/2026	DEC. 2025: WATER DEPT. GA	602-31-4263		01/20/2026	73.35
Vendor 0128 - RIVER'S EDGE COOPERATIVE Total:							1,988.78
Vendor: 0141 - SD SUPPLEMENTAL RETIREMENT PLAN							
SD SUPPLEMENTAL RETIREM	INV0001916	01/20/2026	L.K. SUPPLEMENTAL RETIRE	101-17-4135		01/20/2026	12.50
SD SUPPLEMENTAL RETIREM	INV0001916	01/20/2026	L.K. SUPPLEMENTAL RETIRE	602-32-4135		01/20/2026	12.50
SD SUPPLEMENTAL RETIREM	INV0001916	01/20/2026	L.K. SUPPLEMENTAL RETIRE	603-32-4135		01/20/2026	12.50
SD SUPPLEMENTAL RETIREM	INV0001916	01/20/2026	L.K. SUPPLEMENTAL RETIRE	604-32-4135		01/20/2026	12.50
SD SUPPLEMENTAL RETIREM	INV0001917	01/20/2026	L.K. SUPPLEMENTAL RETIRE	101-17-4135		01/20/2026	12.50

Expense Approval Report

Payment Dates: 1/20/2026 - 1/20/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
SD SUPPLEMENTAL RETIREM	INV0001917	01/20/2026	L.K. SUPPLEMENTAL RETIRE	602-32-4135		01/20/2026	12.50
SD SUPPLEMENTAL RETIREM	INV0001917	01/20/2026	L.K. SUPPLEMENTAL RETIRE	603-32-4135		01/20/2026	12.50
SD SUPPLEMENTAL RETIREM	INV0001917	01/20/2026	L.K. SUPPLEMENTAL RETIRE	604-32-4135		01/20/2026	12.50
Vendor 0141 - SD SUPPLEMENTAL RETIREMENT PLAN Total:							100.00
Vendor: 0094 - SDML WORKERS' COMPENSATION FUND							
SDML WORKERS' COMPENSA	28072	01/20/2026	2026 WORKERS COMP FUND	101-02-4140		01/20/2026	8,059.00
SDML WORKERS' COMPENSA	28072	01/20/2026	2026 WORKERS COMP FUND	101-03-4140		01/20/2026	215.00
SDML WORKERS' COMPENSA	28072	01/20/2026	2026 WORKERS COMP FUND	101-04-4140		01/20/2026	3,088.00
SDML WORKERS' COMPENSA	28072	01/20/2026	2026 WORKERS COMP FUND	101-07-4140		01/20/2026	3,013.00
SDML WORKERS' COMPENSA	28072	01/20/2026	2026 WORKERS COMP FUND	101-08-4140		01/20/2026	1,525.00
SDML WORKERS' COMPENSA	28072	01/20/2026	2026 WORKERS COMP FUND	101-12-4140		01/20/2026	725.00
SDML WORKERS' COMPENSA	28072	01/20/2026	2026 WORKERS COMP FUND	101-17-4140		01/20/2026	75.00
SDML WORKERS' COMPENSA	28072	01/20/2026	2026 WORKERS COMP FUND	101-21-4140		01/20/2026	110.00
SDML WORKERS' COMPENSA	28072	01/20/2026	2026 WORKERS COMP FUND	101-22-4140		01/20/2026	25.00
SDML WORKERS' COMPENSA	28072	01/20/2026	2026 WORKERS COMP FUND	101-23-4140		01/20/2026	40.00
SDML WORKERS' COMPENSA	28072	01/20/2026	2026 WORKERS COMP FUND	101-29-4140		01/20/2026	10,000.00
SDML WORKERS' COMPENSA	28072	01/20/2026	2026 WORKERS COMP FUND	602-31-4140		01/20/2026	2,860.00
SDML WORKERS' COMPENSA	28072	01/20/2026	2026 WORKERS COMP FUND	602-32-4140		01/20/2026	400.00
SDML WORKERS' COMPENSA	28072	01/20/2026	2026 WORKERS COMP FUND	603-31-4140		01/20/2026	4,723.00
SDML WORKERS' COMPENSA	28072	01/20/2026	2026 WORKERS COMP FUND	603-32-4140		01/20/2026	210.00
SDML WORKERS' COMPENSA	28072	01/20/2026	2026 WORKERS COMP FUND	604-31-4140		01/20/2026	2,127.00
SDML WORKERS' COMPENSA	28072	01/20/2026	2026 WORKERS COMP FUND	604-32-4140		01/20/2026	266.00
SDML WORKERS' COMPENSA	28072	01/20/2026	2026 WORKERS COMP FUND	612-05-4140		01/20/2026	175.00
Vendor 0094 - SDML WORKERS' COMPENSATION FUND Total:							37,636.00
Vendor: 1298 - SIOUX FALLS AREA HUMANE SOCIETY							
SIOUX FALLS AREA HUMANE	5665	01/20/2026	DEC. 2025: ANIMAL CONTRO	101-06-4293		01/20/2026	256.00
Vendor 1298 - SIOUX FALLS AREA HUMANE SOCIETY Total:							256.00
Vendor: 0236 - SIOUX VALLEY ENERGY							
SIOUX VALLEY ENERGY	INV0001896	01/20/2026	YARD WASTE ELECT. (11/21/	612-05-4280		01/20/2026	68.00
SIOUX VALLEY ENERGY	INV0001897	01/20/2026	PUMP STATION ELECT. (11/2	602-31-4280		01/20/2026	109.00
Vendor 0236 - SIOUX VALLEY ENERGY Total:							177.00
Vendor: 0129 - SOUTH DAKOTA 811							
SOUTH DAKOTA 811	SD25-03908	01/20/2026	OCT. - DEC. 2025: MESSAGE	602-32-4293		01/20/2026	127.68
SOUTH DAKOTA 811	SD25-03908	01/20/2026	OCT. - DEC. 2025: MESSAGE	603-32-4293		01/20/2026	127.68
SOUTH DAKOTA 811	SD25-03908	01/20/2026	OCT. - DEC. 2025: MESSAGE	604-32-4293		01/20/2026	127.68
Vendor 0129 - SOUTH DAKOTA 811 Total:							383.04
Vendor: 0102 - STURDEVANT'S AUTO SUPPLY							
STURDEVANT'S AUTO SUPPL	804021259	01/20/2026	STREET: REMAN ALTERNATO	101-04-4250		01/20/2026	113.43
Vendor 0102 - STURDEVANT'S AUTO SUPPLY Total:							113.43

Expense Approval Report

Payment Dates: 1/20/2026 - 1/20/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Vendor: 2256 - TOM BACON							
TOM BACON	INV0001908	01/20/2026	ELECT. SUPPLIES REIMBURSE	603-31-4260		01/20/2026	218.47
Vendor 2256 - TOM BACON Total:							218.47
Vendor: 1996 - TRANSUNION RISK AND ALTERNATIVE							
TRANSUNION RISK AND ALTE	51501-202512-1	01/20/2026	DEC. 2025: FPD DATA LOOK-	101-02-4290		01/20/2026	120.00
Vendor 1996 - TRANSUNION RISK AND ALTERNATIVE Total:							120.00
Vendor: 1764 - TYLER LUMBER COMPANY							
TYLER LUMBER COMPANY	INV0001909	01/20/2026	DEC. 2025: SUPPLIES	101-03-4260		01/20/2026	29.97
TYLER LUMBER COMPANY	INV0001909	01/20/2026	DEC. 2025: SUPPLIES	101-04-4260		01/20/2026	111.76
TYLER LUMBER COMPANY	INV0001909	01/20/2026	DEC. 2025: SUPPLIES	101-08-4321		01/20/2026	826.82
TYLER LUMBER COMPANY	INV0001909	01/20/2026	DEC. 2025: SUPPLIES	101-29-4260		01/20/2026	564.75
TYLER LUMBER COMPANY	INV0001909	01/20/2026	DEC. 2025: SUPPLIES	602-31-4260		01/20/2026	31.48
TYLER LUMBER COMPANY	INV0001909	01/20/2026	DEC. 2025: SUPPLIES	603-31-4260		01/20/2026	52.83
TYLER LUMBER COMPANY	INV0001909	01/20/2026	DEC. 2025: SUPPLIES	604-31-4260		01/20/2026	79.95
Vendor 1764 - TYLER LUMBER COMPANY Total:							1,697.56
Vendor: 1692 - ULINE							
ULINE	202458245	01/20/2026	OFFICE CHAIRS (QTY: 3)	603-32-4340		01/20/2026	639.48
ULINE	202458245	01/20/2026	OFFICE CHAIRS (QTY: 3)	604-32-4340		01/20/2026	639.48
ULINE	202461794	01/20/2026	CONFERENCE TABLE + TASK C	101-01-4340		01/20/2026	2,000.00
ULINE	202461794	01/20/2026	CONFERENCE TABLE + TASK C	603-32-4340		01/20/2026	1,197.95
ULINE	202461794	01/20/2026	CONFERENCE TABLE + TASK C	604-32-4340		01/20/2026	1,197.94
Vendor 1692 - ULINE Total:							5,674.85
Vendor: 2151 - VALLEY FIBERCOM							
VALLEY FIBERCOM	INV0001900	01/20/2026	JAN. 2026: AMBULANCE PH	101-29-4280		01/20/2026	148.96
VALLEY FIBERCOM	INV0001901	01/20/2026	JAN. 2026: CITY OFFICE PHO	602-32-4280		01/20/2026	145.90
VALLEY FIBERCOM	INV0001901	01/20/2026	JAN. 2026: CITY OFFICE PHO	603-32-4280		01/20/2026	145.91
VALLEY FIBERCOM	INV0001901	01/20/2026	JAN. 2026: CITY OFFICE PHO	604-32-4280		01/20/2026	145.90
VALLEY FIBERCOM	INV0001902	01/20/2026	JAN. 2026: FFD PHONES/INT	101-03-4280		01/20/2026	128.10
VALLEY FIBERCOM	INV0001903	01/20/2026	JAN. 2026: POOL/COMM. CT	101-10-4280		01/20/2026	17.13
VALLEY FIBERCOM	INV0001904	01/20/2026	JAN. 2026: FPD PHONES/INT	101-02-4280		01/20/2026	0.05
Vendor 2151 - VALLEY FIBERCOM Total:							731.95
Vendor: 0112 - VERIZON WIRELESS							
VERIZON WIRELESS	6131952858	01/20/2026	DEC. 2025: IPAD/JET PACK/P	602-31-4280		01/20/2026	19.87
VERIZON WIRELESS	6131952858	01/20/2026	DEC. 2025: IPAD/JET PACK/P	602-32-4280		01/20/2026	13.34
VERIZON WIRELESS	6131952858	01/20/2026	DEC. 2025: IPAD/JET PACK/P	603-31-4280		01/20/2026	20.02
VERIZON WIRELESS	6131952858	01/20/2026	DEC. 2025: IPAD/JET PACK/P	603-31-4280		01/20/2026	39.73
VERIZON WIRELESS	6131952858	01/20/2026	DEC. 2025: IPAD/JET PACK/P	603-32-4280		01/20/2026	13.34
VERIZON WIRELESS	6131952858	01/20/2026	DEC. 2025: IPAD/JET PACK/P	604-31-4280		01/20/2026	19.87
VERIZON WIRELESS	6131952858	01/20/2026	DEC. 2025: IPAD/JET PACK/P	604-32-4280		01/20/2026	13.32
Vendor 0112 - VERIZON WIRELESS Total:							139.49

Expense Approval Report

Payment Dates: 1/20/2026 - 1/20/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Vendor: 0907 - WAXDAHL NAPA PLUS LLC							
WAXDAHL NAPA PLUS LLC	209296	01/20/2026	MILWAUKEE TOOL IMPACT D	603-31-4260		01/20/2026	133.38
Vendor 0907 - WAXDAHL NAPA PLUS LLC Total:							133.38
Vendor: 0207 - WESCO RECEIVABLES CORP							
WESCO RECEIVABLES CORP	822967	01/20/2026	PHOTOCONTROL TURNLOCK	603-31-4261		01/20/2026	102.84
Vendor 0207 - WESCO RECEIVABLES CORP Total:							102.84
Grand Total:							79,797.76

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
101 - General Fund	51,543.87	0.00
211 - Bed, Board, Booze OR 3rd Cent Sales Tax Fund?	199.57	0.00
602 - Water	8,488.65	0.00
603 - Electric	11,486.10	0.00
604 - Sewer	7,286.52	0.00
606 - Airport	550.05	0.00
612 - Solid Waste	243.00	0.00
Grand Total:	79,797.76	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
101-01-4220	Professional Fees	4,492.59	0.00
101-01-4230	Publishing/Advertising	250.00	0.00
101-01-4290	Dues/Subscriptions	787.50	0.00
101-01-4340	Capital Outlay	2,000.00	0.00
101-02-4140	Workmens Comp	8,059.00	0.00
101-02-4220	Professional Fees	71.34	0.00
101-02-4230	Publishing/Advertising	80.00	0.00
101-02-4265	Uniforms	510.93	0.00
101-02-4280	Utilities	0.05	0.00
101-02-4290	Dues/Subscriptions	120.00	0.00
101-02-4293	Contract/Agreement	177.92	0.00
101-03-4140	Workmens Comp	215.00	0.00
101-03-4260	Supplies	62.42	0.00
101-03-4263	Gas/Oil	91.98	0.00
101-03-4280	Utilities	128.10	0.00
101-04-4140	Workmens Comp	3,088.00	0.00
101-04-4154	Insurance-Supplement	21.75	0.00
101-04-4220	Professional Fees	71.34	0.00
101-04-4246	Sand and Gravel	6,589.59	0.00
101-04-4250	Repairs	996.27	0.00
101-04-4260	Supplies	111.76	0.00
101-04-4263	Gas/Oil	1,062.78	0.00
101-04-4280	Utilities	505.92	0.00
101-04-4296	Training	1,240.58	0.00
101-06-4293	Contract/Agreement	256.00	0.00
101-07-4140	Workmens Comp	3,013.00	0.00
101-07-4280	Utilities	217.02	0.00
101-08-4140	Workmens Comp	1,525.00	0.00
101-08-4154	Insurance-Supplemental	21.75	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
101-08-4263	Gas/Oil	271.31	0.00
101-08-4280	Utilities	65.00	0.00
101-08-4296	PARK-TRAINING	23.33	0.00
101-08-4321	Minor Const/Improv/La	826.82	0.00
101-10-4240	Rentals	187.48	0.00
101-10-4280	Utilities	616.25	0.00
101-12-4140	Workmens Comp	725.00	0.00
101-17-4135	Retirement-Special	25.00	0.00
101-17-4140	Workmens Comp	75.00	0.00
101-21-4140	Workmens Comp	110.00	0.00
101-22-4140	Workmens Comp	25.00	0.00
101-23-4140	Workmens Comp	40.00	0.00
101-29-4140	Workmen's Comp	10,000.00	0.00
101-29-4154	Insurance-Supplemental	114.53	0.00
101-29-4220	Professional Fees	142.59	0.00
101-29-4260	Supplies	2,013.88	0.00
101-29-4265	Uniforms	151.98	0.00
101-29-4280	Utilities	363.11	0.00
211-09-4250	Repairs	199.57	0.00
602-31-4140	Workmens Comp	2,860.00	0.00
602-31-4154	Insurance-Supplemental	21.74	0.00
602-31-4230	Publishing/Advertising	145.00	0.00
602-31-4250	Repairs	206.38	0.00
602-31-4260	Supplies	43.84	0.00
602-31-4263	Gas/Oil	73.35	0.00
602-31-4280	Utilities	521.74	0.00
602-31-4296	Training	608.62	0.00
602-31-4362	Equipment/Meters	2,800.00	0.00
602-32-4135	Retirement-Special	25.00	0.00
602-32-4140	Workmens Comp	400.00	0.00
602-32-4150	Insurance-Health	66.96	0.00
602-32-4220	Professional Fees	100.00	0.00
602-32-4240	Rentals	30.63	0.00
602-32-4260	Supplies	14.81	0.00
602-32-4280	Utilities	266.35	0.00
602-32-4293	Contract/Agreement	304.23	0.00
603-31-4140	Workmens Comp	4,723.00	0.00
603-31-4260	Supplies	535.78	0.00
603-31-4261	Supplies-Street Light	102.84	0.00
603-31-4263	Gas/Oil	326.62	0.00
603-31-4280	Utilities	554.25	0.00
603-31-4296	Training	2,264.26	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
603-32-4135	Retirement-Special	25.00	0.00
603-32-4140	Workmens Comp	210.00	0.00
603-32-4150	Insurance-Health	68.98	0.00
603-32-4220	Professional Fees	100.00	0.00
603-32-4240	Rentals	30.63	0.00
603-32-4260	Supplies	29.62	0.00
603-32-4280	Utilities	373.46	0.00
603-32-4293	Contract/Agreement	304.23	0.00
603-32-4340	Capital Outlay	1,837.43	0.00
604-31-4140	Workmens Comp	2,127.00	0.00
604-31-4154	Insurance-Supplemental	21.75	0.00
604-31-4230	Publishing/Advertising	145.00	0.00
604-31-4250	Repairs	582.73	0.00
604-31-4260	Supplies	248.71	0.00
604-31-4263	Gas/Oil	337.25	0.00
604-31-4280	Utilities	282.11	0.00
604-31-4296	Training	631.96	0.00
604-32-4135	Retirement-Special	25.00	0.00
604-32-4140	Workmens Comp	266.00	0.00
604-32-4150	Insurance-Health	66.96	0.00
604-32-4220	Professional Fees	100.00	0.00
604-32-4240	Rentals	30.68	0.00
604-32-4280	Utilities	279.72	0.00
604-32-4293	Contract/Agreement	304.23	0.00
604-32-4340	Capital Outlay	1,837.42	0.00
606-11-4220	Professional Fees	199.59	0.00
606-11-4280	Utilities	350.46	0.00
612-05-4140	Workmens Comp	175.00	0.00
612-05-4280	Utilities	68.00	0.00
	Grand Total:	79,797.76	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	79,797.76	0.00
Grand Total:	79,797.76	0.00

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

NOTICE IS HEREBY GIVEN THAT: The City Council in and for the City of Flandreau, South Dakota, on Tuesday, the 20th day of January, 2026, 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 Alcoholic Beverage License 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
William J. Janklow Community Center
802 W. Community Drive
**Special Alcoholic Beverage, Malt Beverage and On-Sale Wine Licenses
for February 21st, 2026, from 5:00 pm to 1:00 am on February 22nd, 2026.**

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.

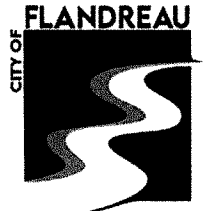
Dated at Flandreau, South Dakota this 14th day of January 2026.

Cohl Turnquist
City Administrator

Publish: January 14th, 2026 "at approximate cost"

\$25-

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



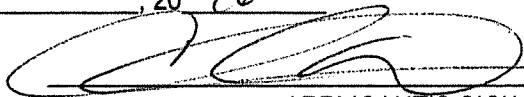
NAME OF APPLICANT: Flandreau Baseball Association
ADDRESS: 308 S Veterans St
PHONE: 605-864-0289
EVENT: FBA DUELING PIANOS ON FEB. 21, 2020

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 12:00 AM/PM ON THE 21st DAY OF February, 20 20
TO 2:00 AM/PM ON THE 21st DAY OF February, 20 20

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 6 DAY OF January, 20 20


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 _____, 20 _____

CITY OF FLANDREAU, SD

By: _____

MAYOR OR COUNCIL PRESIDENT

APPROVED BY COUNCIL ON THE _____ DAY OF _____, 20 _____



Memorandum

To: Flandreau Mayor and City Council
From: Cohl Turnquist, City Administrator
Date: January 20, 2026
Subject: Ordinance No. 637

Executive Summary: Ordinance 637 establishes a provision in the Flandreau Code of Ordinances that allows for the issuance of Snow Alerts for all roadways and alleys within the municipal boundaries of Flandreau. Snow Alerts prohibit the parking of any motor vehicle, trailer, or equipment on City roadways during its duration. The issuance of Snow Alerts will be made at the discretion of the City Administrator or his/her designee. Snow Alerts will at a minimum be announced on one form of Mass Media and provides residents with a four-hour notice.

Background: An evaluation of existing snow removal practices, with attention to efficiency, effectiveness, and community impact, resulted in a discussion involving the Police Chief, Public Works Director, and City Administrator. Following that discussion, Administration researched best practices amongst South Dakota Cities for both efficient and effective snow removal that provides an increased level of transparency and notice for Flandreau community members. The primary issue being addressed by Ordinance 637 is the number of vehicles parked on City roadways during snow removal operations. Vehicles parked on roadways during snow removal create two distinct issues. Firstly, the vehicles pose a challenge for Public Works Staff as they attempt to clear roadways. The vehicles prevent snow from being moved from curb to curb and increase the amount of time necessary to clear roadways. Both of those challenges create a snow removal process that neither entirely clears roadways or allows staff to complete work efficiently. Secondly, frustration exists amongst community members whose vehicles get plowed around, and if not moved in a twenty-four-hour time frame following snow removal, ticketed by Law Enforcement for violating existing snow removal ordinances. The current City of Flandreau Snow Removal Ordinance only requires that vehicles on emergency snow routes be moved following the accumulation of two inches of snow.

Justification: Adoption of Ordinance 637 will simplify existing snow removal procedures, increase operational efficiency, and provide community members with advance notice of snow removal activities. Under Ordinance 637, City staff are required to provide a minimum of four

hours' notice to the public when issuing a snow alert. This advance notice allows residents adequate time to relocate their vehicles prior to the start of snow removal operations.

Snow alerts also enable Public Works crews to remove snow more efficiently, as all City roadways must be clear of parked vehicles. This allows staff to clear streets from curb to curb without impediments. Additionally, Ordinance 637 does not eliminate the provisions outlined in Schedule I of the City Code of Ordinances. In practice, this provides flexibility for City staff to determine the most appropriate response based on conditions. For light snowfall events, crews may continue to operate under Schedule I. Conversely, during heavy snowfall events, staff may issue a snow alert, allowing for more effective and efficient snow removal throughout the City of Flandreau. Distribution of snow alerts through CodeRED, social media platforms, and the KELOLAND News Closeline will ensure appropriate public notice.

Financial Consideration: Two primary financial considerations must be evaluated when analyzing Ordinance 637: the cost of snow removal operations and the cost associated with ordinance violations. First, adoption of Ordinance 637 is expected to reduce staff time and equipment usage required for snow removal. With roadways free of parked vehicles, City crews will be able to clear streets more efficiently, resulting in payroll savings and reduced equipment hours. Second, the issuance of snow alerts will provide clearer and more timely information to the public, which may improve compliance with snow-related ordinances and, in turn, reduce the number of violation citations issued by City law enforcement.

Recommendation: Approval of Ordinance 637

Ordinance 637

An Ordinance Amending Chapter 76 Parking Schedules to Establish Schedule II. Snow Alerts

WHEREAS, the City of Flandreau is responsible for maintaining public streets in a safe and passable condition for vehicular and pedestrian travel; and,

WHEREAS, during periods of snowfall, ice accumulation, or other winter weather events, parked vehicles can significantly impede snow plowing, sanding, salting, and emergency response operations; and,

WHEREAS, delayed or obstructed snow removal increases hazards to public safety, including reduced roadway visibility, narrowed travel lanes, and impeded access for emergency vehicles; and,

WHEREAS, the establishment of a temporary snow alert system provides a clear and efficient mechanism to notify the public of parking restrictions necessary to facilitate timely and effective snow removal; and,

WHEREAS, granting authority to declare a snow alert allows City officials to respond promptly to varying winter weather conditions as they occur; and,

WHEREAS, the City Council finds that temporary parking restrictions during declared snow alerts are reasonable, necessary, and in the best interest of public safety, traffic flow, and efficient municipal operations.

BE IT ORDAINED BY THE MUNICIPALITY OF FLANDREAU, MOODY COUNTY, SOUTH DAKOTA THAT CHAPTER 76 BE AMENDED TO ESTABLISH SCHEDULE II. SNOW ALERTS IN THE FLANDREAU CODE OF ORDINANCES TO READ AS FOLLOW:

Schedule II. SNOW ALERTS: Parking Prohibited Following the Issuance of a Snow Alert

- (A) It is unlawful for the driver or owner of any motor vehicle, trailer, or implement to park or leave standing or permit to be parked or let standing any motor vehicle, trailer, or implement on any street, avenue, or alley, in the City following the issuance of a Snow Alert
- (B) Public announcement of the Snow Alert shall include, at a minimum, announcement on at least one form of mass media, social media, or website at least four hours prior to the parking ban.
- (C) Snow Alerts shall be issued by the City Administrator or his/her designee

(D) Snow Alerts shall remain in effect until such a time that all streets, avenues, and alleys have been cleaned of snow from curb to curb.

(E) In the event that the City Administrator or his/her designee issues a snow alert under this Schedule II, the provisions of Schedule I shall not apply.

Dated and Effective this 20th Day of January 2026.

Daniel D. Sutton
Mayor

Cohl Turnquist
City Administrator

First Reading:	January 5, 2026
Second Reading:	January 20, 2026
Adopted:	January 20, 2026
Published:	January 28, 2026

Agenda Action Form Flandreau City Council

Meeting Date: 1/20/2026

Title: SRF FUNDS-Payment Request No. Ten (10) for Sewer and No. Twenty-Three (23) for Water-Utility Improvement Project

Motion Resolution Ordinance Other

Background Information: The City has received invoices from IMEG for construction observation/management for the Utility Improvement Project-**Sewer Portion: \$7,760** and **Water Portion: \$7,860**. These funds will be drawn using State Revolving Funds, as grant funds are not allowed to be used for professional services. This will result in Pay Request No. 10 for SRF Funds for the Sewer portion and Pay Request No. 23 for SRF Funds for the Water portion of the Utility Improvement Project.

Justification: DWSRF Reimbursement Pay Request is needed to pay the professional services associated with the upcoming Water/Sewer Project.

Financial Consideration: Upon receipt of these invoices, a pay request was made to the DANR to draw from funds eligible to the City from the \$2,776,087 Clean Water State Revolving Fund loan and \$2,818,087 Drinking Water State Revolving Fund Loan.

City Administrator's Recommendation: Approval

Attachments: Invoices from IMEG Engineering; Pay Req 10 and Pay Req 23 to IMEG using SRF Funds.



Invoice Total \$7,760.00

Cohl Turnquist
City of Flandreau
1005 W Elm Ave
Flandreau, SD 57028

January 12, 2026
Invoice No: 23000362.03 - 10
Project #:
PO #:
Contract #:
Work Order #:

Email/Submit to: lorikneebone@cityofflandreau.com; mason@1stdistrict.org

Project 23000362.03 City of Flandreau, SD / Flandreau Utility Improvements/ Construction
Observation - Sewer

Fixed Fee \$388,000

Professional Services through January 04, 2026

Fee

Phase	Fee	%	Fee Earned	Previous Billing	Current Billing
Construction Administration	388,000.00	53.00	205,640.00	197,880.00	7,760.00
Total Fee	388,000.00		205,640.00	197,880.00	7,760.00
Total Fee					7,760.00
Total this Invoice					<u>\$7,760.00</u>

Please direct any questions to accountsreceivable@imegcorp.com. The right to refute an invoice is waived after 30 days. If you would like to pay your invoice by credit card, please click on the hyperlink below. Please note, this is available for US clients only. You may also find a 'Pay Now' button on our website at imegcorp.com.

Click here to [Pay via credit card](#).

**** For payments by check, please reference project/invoice number on remittance stub and mail to:**

**IMEG Consultants Corp
PO Box 182094
Columbus, OH 43218-2094**

**For overnight packages: IMEG Consultants Corp
PO Box 182094 GW2W10
7 Easton Oval
Columbus, OH 43219**

NOTICE TO U.S. CUSTOMERS PAYING WITH CREDIT CARD:

Effective October 1, 2023, IMEG imposes a surcharge of 3% when paying with a credit card, which is not greater than our cost of acceptance. The adjustment will appear on your receipt. We do not surcharge debit cards. Any payments made with a debit card, check/cash, or ACH will not include a surcharge.



Invoice Total \$7,860.00

Cohl Turnquist
City of Flandreau
1005 W Elm Ave
Flandreau, SD 57028

January 12, 2026
Invoice No: 23000362.02 - 11
Project #:
PO #:
Contract #:
Work Order #:

Email/Submit to: lorikneebone@cityofflandreau.com; mason@1stdistrict.org

Project 23000362.02 City of Flandreau, SD / Flandreau Utility Improvements/ Construction
Observation - Water

Fixed Fee \$393,000

Professional Services through January 04, 2026

Fee

Table with 7 columns: Phase, Fee, %, Fee Earned, Previous Billing, Current Billing. Rows include Construction Administration, Total Fee, and Total Fee summary.

Please direct any questions to accountsreceivable@imegcorp.com. The right to refute an invoice is waived after 30 days. If you would like to pay your invoice by credit card, please click on the hyperlink below. Please note, this is available for US clients only. You may also find a 'Pay Now' button on our website at imegcorp.com.

Click here to Pay via credit card.

** For payments by check, please reference project/invoice number on remittance stub and mail to:

IMEG Consultants Corp
PO Box 182094
Columbus, OH 43218-2094

For overnight packages:
IMEG Consultants Corp
PO Box 182094 GW2W10
7 Easton Oval
Columbus, OH 43219

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Effective October 1, 2023, IMEG imposes a surcharge of 3% when paying with a credit card, which is not greater than our cost of acceptance. The adjustment will appear on your receipt. We do not surcharge debit cards. Any payments made with a debit card, check/cash, or ACH will not include a surcharge.

Agenda Action Form Flandreau City Council

Meeting Date: 1/20/2026

Title: Resolution 2026-02: Moody County Pre-Disaster Mitigation Plan

Motion Resolution Ordinance Other

Background Information: The Pre-Disaster Mitigation Plan is a multi-jurisdictional plan prepared by First District in coordination with Moody County, participating municipalities, the South Dakota Office of Emergency Management, and FEMA. Flandreau fully participated in the planning process, including hazard identification, vulnerability assessment, and mitigation strategy development. The plan identifies several hazards that are particularly relevant to Flandreau including: flooding, severe summer storms, extreme heat and cold, and drought and fire risk.

Justification: Adoption of the plan by the Flandreau City Council is required to maintain eligibility for federal hazard mitigation grant funding and to support proactive disaster risk reduction efforts within the City. Additionally, the plan aligns with the City's ongoing updates to zoning, floodplain management, and land use regulations, helping guide development away from high-risk areas.

Financial Consideration: There is no direct financial obligation associated with adopting the Pre-Disaster Mitigation Plan. However, failure to adopt the plan would make the City of Flandreau ineligible to apply directly for FEMA Hazard Mitigation Assistance grants.

City Administrator's Recommendation: Approval

Attachments: Resolution 2026-02

RESOLUTION 2026-02

A Resolution Adopting the Moody County Pre-Disaster Mitigation Plan 2026 – 2031

WHEREAS, Moody County received assistance in the preparation of the Moody County Pre-Disaster Mitigation Plan 2026-2031 from representatives of the City of Flandreau and received funding from the South Dakota Office of Emergency Management / FEMA; and

WHEREAS, several public planning meetings were held between January 2025 and August of 2025 regarding the development and review of the Moody County Pre-Disaster Mitigation Plan 2026-2031; and

WHEREAS, the Moody County Pre-Disaster Mitigation Plan 2026-2031 contains several potential future projects to mitigate hazard damage in the City of Flandreau; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has rendered its approval of the Moody County Pre-Disaster Mitigation Plan on December 11th, 2025; and

WHEREAS, a duly-noticed public hearing was held by the Moody County Pre-Disaster Mitigation Team on August 25th, 2025, to solicit public comment on the Moody County Pre-Disaster Mitigation Plan 2026-2031; and

WHEREAS, a duly-noticed public meeting was held by the Flandreau City Council on January 20th, 2026, to formally approve and adopt the final Moody County Pre-Disaster Mitigation Plan 2026-2031.

NOW, THEREFORE BE IT RESOLVED that the Flandreau City Council adopts the Moody County Pre-Disaster Mitigation Plan 2026-2031.

Adopted this 20th day of January 2026.

Daniel D. Sutton
Mayor

ATTEST:

Lori Kneebone
Finance Officer

Adopted:	January 20 th , 2026
Published:	January 28 th , 2026
Effective:	January 20 th , 2026

Agenda Action Form Flandreau City Council

Meeting Date: 1/20/2026

Title: Contract with Code Enforcement Specialists

Motion Resolution Ordinance Other

Background Information: Historically, the City of Flandreau has contracted with Code Enforcement Specialists LLC for the provision of code enforcement services in Flandreau. Each year, the City Council is presented with an updated contract that allows Code Enforcement Specialists to review City Ordinances, perform community inspections, document violations, and assist City staff with enforcement. The fee associated with the service is a \$1,500 retainer fee and an hourly rate of \$85 per hour. Additionally, Code Enforcement Specialists charges mileage at \$0.67 per mile and actual expenses. If the \$1,500 retainer is not met for services rendered in 2026, the City can request that excess funds can be carried over into the next year or will be refunded at the request of the City.

Justification: Code Enforcement Specialists provide a vital service to the community of Flandreau, as they assist the City Council in enforcing ordinances that promote a clean, safe, and beautiful community.

Financial Consideration: Funds for the contract with Code Enforcement Specialists are included in the General Government Department Budget, with \$2,500 being allocated. The Contract does include a slight increase in the hourly rate increasing from \$75 to \$85. This is the first rate increase that Code Enforcement Specialist have proposed in twelve years.

City Administrator's Recommendation: Approval

Attachments: Contract with Code Enforcement Specialists

Independent Contractor Agreement

This Independent Contractor Agreement (“Agreement”) is made and entered into on the date on the signature page below, by and between Joel Johnson, President of Code Enforcement Specialists, LLC (“CONTRACTOR”) (“Contractor”) and the City of _____ (the “City”), a municipality located in _____ County, South Dakota. Collectively, Contractor and the City are referred to as the “parties.”

1. **PURPOSE.** The purpose of this Agreement is to outline the duties of both parties relating to inspection and enforcement of the City’s Ordinances.
 - 1.1 Independent Contractor. The parties to this Agreement agree that Contractor is an independent contractor. Contractor works exclusively for himself. While performing services hereunder, Contractor is an independent contractor and not an officer, agent, or employee of the City. Contractor will: (1) realize a profit or loss based on the success of his work performance; (2) work when he chooses and for whom he chooses, in addition to the City; (3) provide his own supplies and equipment; (4) significantly invest in his facilities or equipment used for work and; (5) keep his services available to other municipalities and the public at large. The City will not insulate the loss incurred nor restrict the amount of gain Contractor receives, hire the Contractor for an ongoing or indefinite period, instruct the Contractor on how to perform his work other than through enforcement of this Agreement, require Contractor to work on a regular basis, provide equipment and supplies to Contractor, and limit Contractor from having an ongoing business of his own. This Agreement shall be in no way construed to create an employer-employee relationship between Contractor and the City.
2. **SCOPE OF WORK.** Contractor agrees to provide to the City, in a competent, professional, and workmanlike manner, the following services:
 - 2.1 Ordinance Review. Contractor will review the City’s ordinances and any amendments thereto occurring during the term of this contract which affect the City’s nuisance codes related to property maintenance. Contractor may review the City’s other ordinances if he is requested to do so. After reviewing the City’s ordinances, Contractor may recommend that the City alter or adopt ordinances to reflect the most recent Edition of the International Property Maintenance Code.
 - 2.2 Inspection. Contractor will inspect properties located within the City’s corporate limits and boundary areas to identify code violations that relate to property maintenance issues, property value enhancement, residential and commercial construction issues, and ensuring residents of the City adhere to the most recent Edition of the International Property Maintenance Code, other requirements as codified in the City’s nuisance ordinances, and other ordinances related to property maintenance. Property maintenance issues include, but are not necessarily limited to: proper maintenance of building exteriors for commercial and residential properties, ensuring properties meet the City’s ordinances related to property maintenance, ensuring any residential improvements comply with the City’s ordinances, and any other Ordinances which the City requests that Contractor enforce. Contractor shall prevent and help remedy violations of the City’s nuisance ordinances or parts of the most recent Edition of the International Property Maintenance Code in accordance with the section below.
 - 2.3 Assistance With Violations. Contractor shall document the violation through photographs and written reports and keep a file on properties which have property

maintenance issues or otherwise violate the City's ordinances or parts of the most recent Edition of the International Property Maintenance Code. After documenting the violation, the Contractor shall report the violation to the City or appropriate state authorities and assist as needed on an on-going basis.

3. **COMPLETION OF WORK.** Contractor shall commence work on a date and time agreed upon by the City and will complete work in a timely and efficient manner that is to the satisfaction of the City.
4. **COMPENSATION PROCEDURES.** City shall place a retainer in the sum of \$1,500.00 with CONTRACTOR annually. The hourly rates for work performed by Contractor shall not exceed \$ 85.00 per hour, which is in addition to mileage (at \$.67/mile) and reimbursement for actual expenses (rooms, meals, postage, etc.). If the work performed is in excess of \$1,500.00 annually, then and in that event, City agrees to pay invoices submitted by Contractor in a timely manner after the receipt of the invoice. In the event Contractor does not meet the \$ 1,500.00 retainer, any excess will be carried over to the next year or will be refunded at the request of the City.
5. **NON-ASSIGNABILITY.** Both parties recognize that this contract is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other.
6. **TERM OF AGREEMENT.** This agreement shall be for a period of one year from the date of the execution of the Agreement. The parties may mutually agree to renew this Agreement by letter agreement to continue under the same terms. All notices shall be given in writing addressed to the other party. No fees shall be earned after the effective date of the termination. Upon any termination, all finished or unfinished document, data, studies, surveys, drawings, maps, models, photographs, reports, or other material prepared by Contractor pursuant to this Agreement shall become the property of the City.
7. **TERMINATION.** The City and Contractor agree this Agreement can be terminated as follows:
 - 7.1 Generally. This Agreement may be terminated by either party hereto upon sixty (60) days written notice.
 - 7.2 Expiration of Term of Contract. This Agreement is terminated upon expiration of the one-year contract term and the failure of the parties to renew this Agreement by the provision in Paragraph 6.
8. **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool from and against all liability, claims, and demands on account of injury, loss or damage which arise out of or are in any manner, connected with this contract or the scope of work.
9. **INSURANCE.** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage, shown by a Certificate of Insurance, the types and with limits as follows:
 - 9.1 Commercial General Liability Insurance. The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$ 1,000,000.00 for each occurrence. If such insurance contains a general aggregate

limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

- 9.2 Professional Liability Insurance or Miscellaneous Professional Liability Insurance. The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.
- 9.3 Business Automobile Liability Insurance. The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- 9.4 Worker's Compensation Insurance. The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.
- 9.5 Proof of Insurance. Before beginning work under this Agreement, Contractor shall furnish the City with properly executed Certificates of Insurance which shall clearly evidence maintenance of the foregoing types of insurance required by this Agreement, if requested by City. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide notice to the City and provide a new Certificate of Insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the City.
10. **OWNERSHIP OF WORK PRODUCT GENERATED.** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the City by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the City and will not be used in any way by the Contractor without the express written consent of the City.
11. **WAIVER.** No term, covenant, or condition of this Agreement can be waived except by the written consent of the Client, and forbearance or indulgence by the Client in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Contractor until complete performance by Contractor of this Agreement, the City shall be entitled to invoke any remedy available to it under this Agreement by law despite any such forbearance or indulgence.
12. **CHOICE OF LAW AND VENUE.** The terms of this Agreement shall be interpreted according to the laws of the State of South Dakota. The parties agree any legal dispute arising between the parties regarding this Agreement shall be venued in Gregory County, Sixth Judicial Circuit, South Dakota.
13. **NOTICE.** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth on the signature page below. Notice shall be given by and to City Council or, _____, on behalf of the City, and by and to Contractor on his own behalf, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail.

14. **COMPLIANCE.** Contractor will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will solely be responsible for obtaining current information on such requirements.
15. **REPORT OF INJURY.** Contractor agrees to report to the City any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Contractor, or the City or its officers, agents or employees to liability. Consultant shall report any such event to the City immediately upon discovery.
16. **COMPLETENESS OF AGREEMENT.** It is expressly agreed that this Agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing. Any additions, changes, or modifications to this Agreement upon execution must be in writing and signed by both parties.
17. **ENFORCEMENT AND ATTORNEY'S FEES.** If either party breaches this Agreement, the non-breaching party may seek all available equitable and legal remedies including but not limited to: specific performance and damages. The breaching party shall pay all reasonable attorney's fees incurred by the non-breaching party seeking enforcement of the terms of this Agreement or damages arising from this Agreement.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement.

Code Enforcement Specialists, LLC ("Contractor")

Dated: _____

 BY: Joel Johnson, President
 PO Box 125
 Burke, SD 57523

City of _____, a Municipal Corporation

Dated: _____

 BY: Authorized Client Signature / Title

 Print Name

 Mailing Address:

 City/State/Zip Code: