



# City of Flandreau City Council Meeting

## Agenda

6:30 p.m., Monday  
February 2<sup>nd</sup>, 2026  
City Council Chambers  
1005 W. Elm Avenue  
Flandreau, SD

**Meeting called by:** Mayor Sutton

**Type of meeting:** Regular

### Agenda Topics

#### **Pledge of Allegiance**

Administrator  
Turnquist

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#### **Adopt Agenda**

#### **Consent Agenda**

- Approve Minutes from 1-20-2026
- Approve Bills
- Approval of 2026 Fire Department Roster

#### **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

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#### **Approve Administrative Reports**

#### **Old Business**

None

**New Business**

- 10 Utility Improvement Project Update: Shane Waterman, April Buller; IMEG Engineering
- 5 Change Order #3-Utility Improvement Project-Bid Items Reflect Existing Work Completed
- 5 ARPA Pay Requests #9; Utility Improvement Project: Water: \$24,423.75; Sewer: \$16,746.77
- 5 Amended Agreement with Banner for Professional Services
- 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 20<sup>th</sup>, 2026**

The City Council of the City of Flandreau, South Dakota, met in regular session on Tuesday, January 20<sup>th</sup>, 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 (via phone) and Tim Yeaton. Absent: None. Also present were City Administrator Cohl Turnquist; Finance Officer Lori Kneebone; City Attorney Matthew Tysdal (via phone); along with Police Chief Zach Weber and Public Works Superintendent Tanner Harris.

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

Motion by Yeaton and seconded by Bjerke to approve the Consent Agenda, which includes the minutes of January 5<sup>th</sup>, 2026, along with the approval of placement of Lindsay Heiter at the paramedic rate of \$14/hourly and to allow the following claims for the City and to pay them: Payroll of 1/7/2026: general, 31,695.98; water, 4,068.89; electric, 8,088.91; sewer, 4,068.95. (27544) AFLAC, supplemental insurance, 201.52; Betty Von Eye, medical insurance reimbursed, 202.90; Big Sioux Community Water System, water usage, 130.00; Bluepeak, electric utility, 52.68; Booster Publishing, publishing/ads, 620.00; Bound Tree Medical, LLC., supplies/uniforms, 1,577.23; Catalis, LLC, 2026 e-mail services, 787.50; Century Business Products, copier lease, 529.65; Chase Amdahl, personal expense reimbursed, 12.00; Christiansen Complete Water, softener tank exchange, 29.91; CINTAS, rugs/linens/towels/first aid, 336.93; Code Enforcement Specialists, 2026 retainer fee, 1,500.00; Colliers Securities LLC, 2025 disclosure fee, 300.00; DANR, applicator licenses for D.B. and J.P., 70.00; Ditch Witch Undercon, supplies, 118.75; Ekern Home Equipment, Inc., repairs, 405.95; ELM Customs, repairs, 938.66; Eng Services, gravel, 6,589.59; GALLS LLC, uniforms, 510.93; GreatAmerica Financial Services, FPD copier lease, 177.92; Heidepriem, Purtell, Siegel, Hinrichs & Tysdal, LLP, professional fees, 3,477.45; Maynards of Flandreau, supplies, 224.72; Metron-Farnier, LLC, cell service for water meters, 2,800.00; MidAmerican Energy, gas bills, 3,074.96; Minnesota Municipal Utilities Association, 2026 electric & safety program fees, 4,698.75; Ottertail Power Company, airport electricity, 285.46; Quist Plumbing & Heating, Inc., repairs, 497.00; Ramsdell F&M Ltd, propane, 174.51; River's Edge Cooperative, gas/oil, 1,988.78; SD Supplemental Retirement Plan, supplemental retirement, 100.00; SDML Workers' Compensation Fund, 2026 funds, 37,636.00; Sioux Falls Area Humane Society, animal control, 256.00; Sioux Valley Energy, electricity, 177.00; SD811, message fees, 383.04; Sturdevant's Auto Supply, repairs, 113.43; Tom Bacon, personal expense reimbursed, 218.47; Transunion Risk and Alternative, dues/subscriptions, 120.00; Tyler Lumber Company, supplies, 1,697.56; ULINE, office furniture, 5,674.85; Valley Fibercom, phones/internet, 731.95; Verizon Wireless, iPad/jetpack/phones, 139.49; Waxdahl Napa Plus LLC, supplies,

133.38; WESCO Receivables Corp, street light supplies, 102.84 (27586). The following members voted aye: Ahlers, Bjerke, Ekern, Fargen, Tufty (via phone) and Yeaton. Nays: None. Absent: None. Motion carried.

A Public Hearing was held regarding a temporary alcoholic beverage license for the Flandreau Baseball Association. No public input was had.

Motion by Fargen and seconded by Ahlers to approve on-sale liquor license for Flandreau Baseball Association for an event at William Janklow Community Center on 2-21-2026 from 12:00 PM to 2:00 AM on 2-22-2026. The following members voted aye: Ahlers, Bjerke, Ekern, Fargen, Tufty (via phone) and Yeaton. Nays: None. Absent: None. Motion carried.

Visitors to Be Heard: None.

Mayor Dan Sutton reported that he toured the new ambulance bay and expressed his appreciation to city staff for their efforts in remodeling the new space. The Mayor also requested the Council's approval to host a Cracker Barrel meeting with legislative representatives on February 7 at 9:00 a.m., to be held in the City Hall Council Chambers.

City Administrator Cohl Turnquist reported that the City's website link to the CodeRED notification system is currently not functioning. Staff are working to resolve the issue and will notify residents once the system is operational. Administrator Turnquist also noted that reminder notices will be distributed in both English and Spanish and encouraged residents to sign up for the notification service.

Additionally, city staff have been monitoring the water and sewer project area and addressing potholes and other issues resulting from freeze-and-thaw conditions. Administrator Turnquist further informed the Council of the deterioration of a manhole on Veterans Street. Staff are coordinating with IMEG Engineering and H&W Contracting to develop a repair plan.

Motion by Bjerke and seconded by Ahlers to approve the Administrator's Reports. The following members voted aye: Ahlers, Bjerke, Ekern, Fargen, Tufty (via phone) and Yeaton. Nays: None. Absent: None. Motion carried.

**Old Business:** The second reading of Ordinance 637, which would establish Snow Alerts for the City of Flandreau, was held. Following discussion, the ordinance failed due to the absence of a motion. Council members expressed that implementing snow alerts mid-winter was not ideal and noted that the matter could be revisited and considered for implementation at a later date.

**New Business:** Motion by Yeaton and seconded by Fargen to approve SRF Pay Requests Sewer #10 (\$7,760) and Water #23 (\$7,860) for the Utility Improvement Project. The following members voted aye: Ahlers, Bjerke, Ekern, Fargen, Tufty (via phone) and Yeaton. Nays: None. Absent: None. Motion carried.

Motion by Fargen and seconded by Ahlers to approve Resolution 2026-02: Adopting Moody County Pre-Disaster Mitigation Plan 2026-2031. The following members voted aye: Ahlers, Bjerke, Ekern, Fargen, Tufty (via phone) and Yeaton. Nays: None. Absent: None. Motion carried.

Motion by Bjerke and seconded by Ahlers to approve the 2026 Agreement with Code Enforcement. The following members voted aye: Ahlers, Bjerke, Ekern, Fargen, Tufty (via phone) and Yeaton. Nays: None. Absent: None. Motion carried.

Motion by Yeaton and seconded by Ekern to go into Executive Session for Legal Matter at 7:14 p.m. The following members voted aye: Ahlers, Bjerke, Ekern, Fargen, Tufty (via phone) and Yeaton. Nays: None. Absent: None. Motion carried.

Motion by Ahlers and seconded by Ekern to come out of Executive Session for Legal Matter at 7:46 p.m. The following members voted aye: Ahlers, Bjerke, Ekern, Fargen, Tufty (via phone) and Yeaton. Nays: None. Absent: None. Motion carried.

Council Comments: None.

The Mayor declared the meeting adjourned at 7:47 p.m.

Daniel D. Sutton  
Mayor

ATTEST:

Cohl Turnquist  
City Administrator



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
<b>Fund: 101 - General Fund</b>					
Revenue	2,779,235.00	2,779,235.00	201,912.73	201,912.73	2,577,322.27
Expense	2,631,435.84	2,631,435.84	294,954.82	294,954.82	2,336,481.02
<b>Fund: 101 - General Fund Surplus (Deficit):</b>	<b>147,799.16</b>	<b>147,799.16</b>	<b>-93,042.09</b>	<b>-93,042.09</b>	<b>240,841.25</b>
<b>Fund: 211 - Bed, Board, Booze OR 3rd Cent Sales Tax Fund?</b>					
Revenue	33,000.00	33,000.00	700.51	700.51	32,299.49
Expense	33,000.00	33,000.00	1,438.83	1,438.83	31,561.17
<b>Fund: 211 - Bed, Board, Booze OR 3rd Cent Sales Tax Fund? Surplus (Defi</b>	<b>0.00</b>	<b>0.00</b>	<b>-738.32</b>	<b>-738.32</b>	<b>738.32</b>
<b>Fund: 500 - Capital Project-Fire Station</b>					
Expense	100,146.83	100,146.83	9,419.06	9,419.06	90,727.77
<b>Fund: 500 - Capital Project-Fire Station Total:</b>	<b>100,146.83</b>	<b>100,146.83</b>	<b>9,419.06</b>	<b>9,419.06</b>	<b>90,727.77</b>
<b>Fund: 602 - Water</b>					
Revenue	3,138,672.50	3,138,672.50	63,312.77	63,312.77	3,075,359.73
Expense	874,778.05	874,778.05	46,813.18	46,813.18	827,964.87
<b>Fund: 602 - Water Surplus (Deficit):</b>	<b>2,263,894.45</b>	<b>2,263,894.45</b>	<b>16,499.59</b>	<b>16,499.59</b>	<b>2,247,394.86</b>
<b>Fund: 603 - Electric</b>					
Revenue	3,522,110.34	3,522,110.34	323,673.04	323,673.04	3,198,437.30
Expense	3,451,316.11	3,451,316.11	236,436.56	236,436.56	3,214,879.55
<b>Fund: 603 - Electric Surplus (Deficit):</b>	<b>70,794.23</b>	<b>70,794.23</b>	<b>87,236.48</b>	<b>87,236.48</b>	<b>-16,442.25</b>
<b>Fund: 604 - Sewer</b>					
Revenue	2,799,689.66	2,799,689.66	57,833.11	57,833.11	2,741,856.55
Expense	676,726.19	676,726.19	51,104.78	51,104.78	625,621.41
<b>Fund: 604 - Sewer Surplus (Deficit):</b>	<b>2,122,963.47</b>	<b>2,122,963.47</b>	<b>6,728.33</b>	<b>6,728.33</b>	<b>2,116,235.14</b>
<b>Fund: 606 - Airport</b>					
Revenue	383,858.00	383,858.00	185,133.74	185,133.74	198,724.26
Expense	398,721.42	398,721.42	1,110,616.82	1,110,616.82	-711,895.40
<b>Fund: 606 - Airport Surplus (Deficit):</b>	<b>-14,863.42</b>	<b>-14,863.42</b>	<b>-925,483.08</b>	<b>-925,483.08</b>	<b>910,619.66</b>
<b>Fund: 612 - Solid Waste</b>					
Revenue	224,780.00	224,780.00	17,831.02	17,831.02	206,948.98
Expense	220,047.22	220,047.22	243.00	243.00	219,804.22
<b>Fund: 612 - Solid Waste Surplus (Deficit):</b>	<b>4,732.78</b>	<b>4,732.78</b>	<b>17,588.02</b>	<b>17,588.02</b>	<b>-12,855.24</b>
<b>Fund: 708 - TIF 8</b>					
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
<b>Fund: 708 - TIF 8 Surplus (Deficit):</b>	<b>-37,749.08</b>	<b>-37,749.08</b>	<b>0.00</b>	<b>0.00</b>	<b>-37,749.08</b>
<b>Fund: 710 - Housing Corporation</b>					
Revenue	0.00	0.00	25,000.00	25,000.00	-25,000.00
<b>Fund: 710 - Housing Corporation Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>25,000.00</b>	<b>25,000.00</b>	<b>-25,000.00</b>
<b>Total Surplus (Deficit):</b>	<b>4,457,424.76</b>	<b>4,457,424.76</b>	<b>-875,630.13</b>	<b>-875,630.13</b>	

**Fund Summary**

Fund	Original	Current	MTD Activity	YTD Activity	Budget
	Total Budget	Total Budget			Remaining
101 - General Fund	147,799.16	147,799.16	-93,042.09	-93,042.09	240,841.25
211 - Bed, Board, Booze OR	0.00	0.00	-738.32	-738.32	738.32
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	16,499.59	16,499.59	2,247,394.86
603 - Electric	70,794.23	70,794.23	87,236.48	87,236.48	-16,442.25
604 - Sewer	2,122,963.47	2,122,963.47	6,728.33	6,728.33	2,116,235.14
606 - Airport	-14,863.42	-14,863.42	-925,483.08	-925,483.08	910,619.66
612 - Solid Waste	4,732.78	4,732.78	17,588.02	17,588.02	-12,855.24
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
<b>Total Surplus (Deficit):</b>	<b>4,457,424.76</b>	<b>4,457,424.76</b>	<b>-875,630.13</b>	<b>-875,630.13</b>	



City of Flandreau, SD

# Expense Approval Report

By Vendor Name

Payment Dates 1/27/2026 - 1/28/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
<b>Vendor: 2041 - AVERA HEALTH PLANS</b>							
AVERA HEALTH PLANS	INV0001936	01/27/2026	HEALTH INSURANCE	101-02-4150		01/27/2026	4,110.29
AVERA HEALTH PLANS	INV0001936	01/27/2026	HEALTH INSURANCE	101-04-4150		01/27/2026	395.22
AVERA HEALTH PLANS	INV0001936	01/27/2026	HEALTH INSURANCE	101-08-4150		01/27/2026	395.22
AVERA HEALTH PLANS	INV0001936	01/27/2026	HEALTH INSURANCE	101-17-4150		01/27/2026	636.31
AVERA HEALTH PLANS	INV0001936	01/27/2026	HEALTH INSURANCE	602-31-4150		01/27/2026	2,342.48
AVERA HEALTH PLANS	INV0001936	01/27/2026	HEALTH INSURANCE	602-32-4150		01/27/2026	897.15
AVERA HEALTH PLANS	INV0001936	01/27/2026	HEALTH INSURANCE	603-31-4150		01/27/2026	2,371.32
AVERA HEALTH PLANS	INV0001936	01/27/2026	HEALTH INSURANCE	603-32-4150		01/27/2026	1,177.76
AVERA HEALTH PLANS	INV0001936	01/27/2026	HEALTH INSURANCE	604-31-4150		01/27/2026	2,342.48
AVERA HEALTH PLANS	INV0001936	01/27/2026	HEALTH INSURANCE	604-32-4150		01/27/2026	905.05
<b>Vendor 2041 - AVERA HEALTH PLANS Total:</b>							<b>15,573.28</b>
<b>Vendor: 0183 - CITY OF FLANDREAU</b>							
CITY OF FLANDREAU	INV0001935	01/27/2026	JAN. 2026: CITY BILLS VIA BA	101-02-4280		01/27/2026	536.94
CITY OF FLANDREAU	INV0001935	01/27/2026	JAN. 2026: CITY BILLS VIA BA	101-03-4280		01/27/2026	346.83
CITY OF FLANDREAU	INV0001935	01/27/2026	JAN. 2026: CITY BILLS VIA BA	101-04-4280		01/27/2026	115.30
CITY OF FLANDREAU	INV0001935	01/27/2026	JAN. 2026: CITY BILLS VIA BA	101-04-4281		01/27/2026	1,593.60
CITY OF FLANDREAU	INV0001935	01/27/2026	JAN. 2026: CITY BILLS VIA BA	101-07-4280		01/27/2026	173.86
CITY OF FLANDREAU	INV0001935	01/27/2026	JAN. 2026: CITY BILLS VIA BA	101-08-4280		01/27/2026	373.78
CITY OF FLANDREAU	INV0001935	01/27/2026	JAN. 2026: CITY BILLS VIA BA	101-08-4810		01/27/2026	43.50
CITY OF FLANDREAU	INV0001935	01/27/2026	JAN. 2026: CITY BILLS VIA BA	101-08-4820		01/27/2026	165.86
CITY OF FLANDREAU	INV0001935	01/27/2026	JAN. 2026: CITY BILLS VIA BA	101-09-4280		01/27/2026	1,413.42
CITY OF FLANDREAU	INV0001935	01/27/2026	JAN. 2026: CITY BILLS VIA BA	101-10-4280		01/27/2026	453.27
CITY OF FLANDREAU	INV0001935	01/27/2026	JAN. 2026: CITY BILLS VIA BA	101-13-4280		01/27/2026	59.78
CITY OF FLANDREAU	INV0001935	01/27/2026	JAN. 2026: CITY BILLS VIA BA	101-29-4280		01/27/2026	344.21
CITY OF FLANDREAU	INV0001935	01/27/2026	JAN. 2026: CITY BILLS VIA BA	602-31-4280		01/27/2026	53.48
CITY OF FLANDREAU	INV0001935	01/27/2026	JAN. 2026: CITY BILLS VIA BA	602-32-4280		01/27/2026	270.38
CITY OF FLANDREAU	INV0001935	01/27/2026	JAN. 2026: CITY BILLS VIA BA	603-31-4280		01/27/2026	634.99
CITY OF FLANDREAU	INV0001935	01/27/2026	JAN. 2026: CITY BILLS VIA BA	603-32-4280		01/27/2026	289.64
CITY OF FLANDREAU	INV0001935	01/27/2026	JAN. 2026: CITY BILLS VIA BA	604-31-4280		01/27/2026	937.57
CITY OF FLANDREAU	INV0001935	01/27/2026	JAN. 2026: CITY BILLS VIA BA	604-32-4280		01/27/2026	270.38
<b>Vendor 0183 - CITY OF FLANDREAU Total:</b>							<b>8,076.79</b>
<b>Vendor: 0151 - EFTPS</b>							
EFTPS	INV0001933	01/27/2026	JAN. 2026: PAYROLL TAXES --	101-00-2162		01/27/2026	7,269.49
EFTPS	INV0001933	01/27/2026	JAN. 2026: PAYROLL TAXES --	602-00-2162		01/27/2026	1,812.59
EFTPS	INV0001933	01/27/2026	JAN. 2026: PAYROLL TAXES --	603-00-2162		01/27/2026	3,367.10
EFTPS	INV0001933	01/27/2026	JAN. 2026: PAYROLL TAXES --	604-00-2162		01/27/2026	1,817.88

Expense Approval Report

Payment Dates: 1/27/2026 - 1/28/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
EFTPS	INV0001934	01/27/2026	JAN. 2026: PAYROLL TAXES --	101-00-2162		01/27/2026	6,940.35
EFTPS	INV0001934	01/27/2026	JAN. 2026: PAYROLL TAXES --	602-00-2162		01/27/2026	1,863.48
EFTPS	INV0001934	01/27/2026	JAN. 2026: PAYROLL TAXES --	603-00-2162		01/27/2026	3,408.10
EFTPS	INV0001934	01/27/2026	JAN. 2026: PAYROLL TAXES --	604-00-2162		01/27/2026	1,868.93
<b>Vendor 0151 - EFTPS Total:</b>							<b>28,347.92</b>
<b>Vendor: 0511 - MISSOURI RIVER ENERGY SERVICES</b>							
MISSOURI RIVER ENERGY SE	INV0001920	01/27/2026	DEC. 2025: MRES/WAPA	603-30-4341		01/27/2026	166,296.60
<b>Vendor 0511 - MISSOURI RIVER ENERGY SERVICES Total:</b>							<b>166,296.60</b>
<b>Vendor: 0075 - POSTMASTER</b>							
POSTMASTER	INV0001932	01/27/2026	JAN. 2026: POSTAGE FOR UTI	602-32-4260		01/27/2026	164.27
POSTMASTER	INV0001932	01/27/2026	JAN. 2026: POSTAGE FOR UTI	603-32-4260		01/27/2026	164.27
POSTMASTER	INV0001932	01/27/2026	JAN. 2026: POSTAGE FOR UTI	604-32-4260		01/27/2026	164.26
<b>Vendor 0075 - POSTMASTER Total:</b>							<b>492.80</b>
<b>Vendor: 0093 - SD STATE TREAS-SALES TAX</b>							
SD STATE TREAS-SALES TAX	INV0001921	01/27/2026	DEC. 2025: SALES TAX PAYAB	101-00-2170		01/27/2026	391.30
SD STATE TREAS-SALES TAX	INV0001921	01/27/2026	DEC. 2025: SALES TAX PAYAB	603-00-2170		01/27/2026	11,437.52
SD STATE TREAS-SALES TAX	INV0001921	01/27/2026	DEC. 2025: SALES TAX PAYAB	606-00-2170		01/27/2026	5.25
SD STATE TREAS-SALES TAX	INV0001921	01/27/2026	DEC. 2025: SALES TAX PAYAB	612-00-2170		01/27/2026	1,077.56
SD STATE TREAS-SALES TAX	INV0001922	01/27/2026	2025 EXCISE TAX	101-00-2173		01/27/2026	6.10
SD STATE TREAS-SALES TAX	INV0001922	01/27/2026	2025 EXCISE TAX	603-00-2173		01/27/2026	17.66
<b>Vendor 0093 - SD STATE TREAS-SALES TAX Total:</b>							<b>12,935.39</b>
<b>Vendor: 1856 - US DEPT OF AGRICULTURE--WATER/SEWER</b>							
US DEPT OF AGRICULTURE--	INV0001923	01/27/2026	JAN. 2026: WATER/SEWER B	602-40-4716		01/27/2026	3,695.12
US DEPT OF AGRICULTURE--	INV0001923	01/27/2026	JAN. 2026: WATER/SEWER B	602-40-4717		01/27/2026	4,547.88
US DEPT OF AGRICULTURE--	INV0001923	01/27/2026	JAN. 2026: WATER/SEWER B	604-40-4718		01/27/2026	5,241.91
US DEPT OF AGRICULTURE--	INV0001923	01/27/2026	JAN. 2026: WATER/SEWER B	604-40-4719		01/27/2026	6,451.09
US DEPT OF AGRICULTURE--	INV0001923	01/27/2026	JAN. 2026: WATER/SEWER B	604-40-4728		01/27/2026	695.69
US DEPT OF AGRICULTURE--	INV0001923	01/27/2026	JAN. 2026: WATER/SEWER B	604-40-4729		01/27/2026	855.31
<b>Vendor 1856 - US DEPT OF AGRICULTURE--WATER/SEWER Total:</b>							<b>21,487.00</b>
<b>Grand Total:</b>							<b>253,209.78</b>

**Report Summary**

**Fund Summary**

Fund	Expense Amount	Payment Amount
101 - General Fund	25,764.63	25,764.63
602 - Water	15,646.83	15,646.83
603 - Electric	189,164.96	189,164.96
604 - Sewer	21,550.55	21,550.55
606 - Airport	5.25	5.25
612 - Solid Waste	1,077.56	1,077.56
<b>Grand Total:</b>	<b>253,209.78</b>	<b>253,209.78</b>

**Account Summary**

Account Number	Account Name	Expense Amount	Payment Amount
101-00-2162	Payroll Taxes Payable	14,209.84	14,209.84
101-00-2170	Sales Taxes Payable	391.30	391.30
101-00-2173	Excise Tax	6.10	6.10
101-02-4150	Insurance-Health	4,110.29	4,110.29
101-02-4280	Utilities	536.94	536.94
101-03-4280	Utilities	346.83	346.83
101-04-4150	Insurance-Health	395.22	395.22
101-04-4280	Utilities	115.30	115.30
101-04-4281	Utilities Street Lighting	1,593.60	1,593.60
101-07-4280	Utilities	173.86	173.86
101-08-4150	Insurance-Health	395.22	395.22
101-08-4280	Utilities	373.78	373.78
101-08-4810	Band Shell Expenses	43.50	43.50
101-08-4820	Bike Path Expenses	165.86	165.86
101-09-4280	Utilities	1,413.42	1,413.42
101-10-4280	Utilities	453.27	453.27
101-13-4280	Utilities	59.78	59.78
101-17-4150	Insurance-Health	636.31	636.31
101-29-4280	Utilities	344.21	344.21
602-00-2162	Payroll Taxes Payable	3,676.07	3,676.07
602-31-4150	Insurance-Health	2,342.48	2,342.48
602-31-4280	Utilities	53.48	53.48
602-32-4150	Insurance-Health	897.15	897.15
602-32-4260	Supplies	164.27	164.27
602-32-4280	Utilities	270.38	270.38
602-40-4716	Principal - 2019 Water B	3,695.12	3,695.12
602-40-4717	Interest - 2019 Water Bo	4,547.88	4,547.88
603-00-2162	Payroll Taxes Payable	6,775.20	6,775.20
603-00-2170	Sales Taxes Payable	11,437.52	11,437.52
603-00-2173	Excise Tax	17.66	17.66

**Account Summary**

Account Number	Account Name	Expense Amount	Payment Amount
603-30-4341	MRES/WAPA/PWR Cost	166,296.60	166,296.60
603-31-4150	Insurance-Health	2,371.32	2,371.32
603-31-4280	Utilities	634.99	634.99
603-32-4150	Insurance-Health	1,177.76	1,177.76
603-32-4260	Supplies	164.27	164.27
603-32-4280	Utilities	289.64	289.64
604-00-2162	Payroll Taxes Payable	3,686.81	3,686.81
604-31-4150	Insurance-Health	2,342.48	2,342.48
604-31-4280	Utilities	937.57	937.57
604-32-4150	Insurance-Health	905.05	905.05
604-32-4260	Supplies	164.26	164.26
604-32-4280	Utilities	270.38	270.38
604-40-4718	Principal - 2019 Sewer B	5,241.91	5,241.91
604-40-4719	Interest - 2019 Sewer Bo	6,451.09	6,451.09
604-40-4728	Principal - 2019 Sewer B	695.69	695.69
604-40-4729	Interest - 2019 Sewer Bo	855.31	855.31
606-00-2170	Sales Taxes Payable	5.25	5.25
612-00-2170	Sales Taxes Payable	1,077.56	1,077.56
<b>Grand Total:</b>		<b>253,209.78</b>	<b>253,209.78</b>

**Project Account Summary**

Project Account Key	Expense Amount	Payment Amount
**None**	253,209.78	253,209.78
<b>Grand Total:</b>	<b>253,209.78</b>	<b>253,209.78</b>



City of Flandreau, SD

# My Refund Check Register

## Refund Check Detail

**UBPKT02219 - Refunds 1 UBPKT02217 Regular**

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-00329-07	GRIMSRUD, JACOB	2/2/2026	27588	52.20			52.20	Generated From Billing
01-00928-03	ZEPHIER, JAN	2/2/2026	27589	47.99			47.99	Generated From Billing
02-00054-08	GEHLING, LAURA	2/2/2026	27590	111.13			111.13	Generated From Billing
<b>Total Refunds: 3</b>			<b>Total Refunded Amount:</b>	<b>211.32</b>				

### Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	211.32
<b>Revenue Total:</b>	<b>211.32</b>

### General Ledger Distribution

Posting Date: 01/26/2026

Account Number	Account Name	Posting Amount	IFT
<b>Fund: 603 - Electric</b>			
603-00-1011	Claim On Cash	-211.32	Yes
603-00-1150	AR-Utilities	211.32	
<b>603 Total:</b>		<b>0.00</b>	
<b>Fund: 999 - POOLED CASH</b>			
999-00-1000	Cash In Bank - Checking	-211.32	
999-00-2000	Due To Other Funds	211.32	Yes
<b>999 Total:</b>		<b>0.00</b>	
<b>Distribution Total:</b>		<b>0.00</b>	

DEPARTMENT HEAD

CITY COUNCIL



City of Flandreau, SD

# Expense Approval Report

By Vendor Name

Payment Dates 2/2/2026 - 2/2/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
<b>Vendor: 2293 - ADVANTAGE LAND CO.</b>							
ADVANTAGE LAND CO.	INV0001942	02/02/2026	1/15/26 COMM. CTR DEPOSI	101-10-4902		02/02/2026	250.00
<b>Vendor 2293 - ADVANTAGE LAND CO. Total:</b>							<u>250.00</u>
<b>Vendor: 2132 - ALBA VALLADARES</b>							
ALBA VALLADARES	INV0001926	02/02/2026	BES ENERGY STAR APPLIANC	603-31-4294		02/02/2026	50.00
<b>Vendor 2132 - ALBA VALLADARES Total:</b>							<u>50.00</u>
<b>Vendor: 2294 - ALICIA JACKSON</b>							
ALICIA JACKSON	INV0001941	02/02/2026	1/17/26 COMM. CTR DEPOSI	101-10-4902		02/02/2026	250.00
<b>Vendor 2294 - ALICIA JACKSON Total:</b>							<u>250.00</u>
<b>Vendor: 1543 - AMARIL UNIFORM COMPANY</b>							
AMARIL UNIFORM COMPAN	IV290981	02/02/2026	ELECT: CLOTHING/UNIFORM	603-31-4265		02/02/2026	1,742.42
<b>Vendor 1543 - AMARIL UNIFORM COMPANY Total:</b>							<u>1,742.42</u>
<b>Vendor: 1364 - AMERICAN RED CROSS</b>							
AMERICAN RED CROSS	23097841	02/02/2026	2026 LTS FACILITY FEE	101-07-4293		02/02/2026	315.00
<b>Vendor 1364 - AMERICAN RED CROSS Total:</b>							<u>315.00</u>
<b>Vendor: 0223 - AUSTREIM LANDSCAPING INC</b>							
AUSTREIM LANDSCAPING IN	INV0001927	02/02/2026	2026 POCKET PARK LANDSC	101-08-4250		02/02/2026	271.80
<b>Vendor 0223 - AUSTREIM LANDSCAPING INC Total:</b>							<u>271.80</u>
<b>Vendor: 1140 - BETTY VON EYE</b>							
BETTY VON EYE	INV0001924	02/02/2026	FEB. 2026: MEDICARE REIMB	602-32-4150		02/02/2026	66.96
BETTY VON EYE	INV0001924	02/02/2026	FEB. 2026: MEDICARE REIMB	603-32-4150		02/02/2026	68.98
BETTY VON EYE	INV0001924	02/02/2026	FEB. 2026: MEDICARE REIMB	604-32-4150		02/02/2026	66.96
<b>Vendor 1140 - BETTY VON EYE Total:</b>							<u>202.90</u>
<b>Vendor: 0009 - BIG SIOUX COMM WATER SYSTEM</b>							
BIG SIOUX COMM WATER SY	INV0001939	02/02/2026	DEC. 2025: WATER USAGE	602-31-4284		02/02/2026	15,464.72
<b>Vendor 0009 - BIG SIOUX COMM WATER SYSTEM Total:</b>							<u>15,464.72</u>
<b>Vendor: 0014 - BORDER STATES ELECTRIC SUPPLY</b>							
BORDER STATES ELECTRIC SU	931810291	02/02/2026	AMBULANCE BAY: LIGHTING	101-29-4340		02/02/2026	1,685.97
<b>Vendor 0014 - BORDER STATES ELECTRIC SUPPLY Total:</b>							<u>1,685.97</u>
<b>Vendor: 1269 - CENEX FLEETCARD</b>							
CENEX FLEETCARD	329615CL	02/02/2026	JAN. 2026: FPD + AMBULAN	101-02-4263		02/02/2026	1,108.33
CENEX FLEETCARD	329615CL	02/02/2026	JAN. 2026: FPD + AMBULAN	101-29-4263		02/02/2026	466.05
<b>Vendor 1269 - CENEX FLEETCARD Total:</b>							<u>1,574.38</u>

Expense Approval Report

Payment Dates: 2/2/2026 - 2/2/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
<b>Vendor: 0602 - CITY OF SIOUX FALLS</b>							
CITY OF SIOUX FALLS	00552236	02/02/2026	JAN. 2026: WATER TEST SAM	602-31-4297		02/02/2026	26.37
CITY OF SIOUX FALLS	00552237	02/02/2026	JAN. 2026: WATER TEST SAM	602-31-4297		02/02/2026	26.37
<b>Vendor 0602 - CITY OF SIOUX FALLS Total:</b>							<b>52.74</b>
<b>Vendor: 1141 - COLE'S PETROLEUM INC.</b>							
COLE'S PETROLEUM INC.	51410	02/02/2026	1,376 GALLONS AVIATION G	606-11-4262		02/02/2026	6,591.04
<b>Vendor 1141 - COLE'S PETROLEUM INC. Total:</b>							<b>6,591.04</b>
<b>Vendor: 0337 - CURT'S COLLISION CENTER</b>							
CURT'S COLLISION CENTER	28152	02/02/2026	'18 AMBULANCE: REPLACED	101-29-4250		02/02/2026	212.50
CURT'S COLLISION CENTER	28158	02/02/2026	'23 AMBULANCE: REPLACED	101-29-4250		02/02/2026	212.50
<b>Vendor 0337 - CURT'S COLLISION CENTER Total:</b>							<b>425.00</b>
<b>Vendor: 0363 - DAKOTA PUMP &amp; CONTROL, INC.</b>							
DAKOTA PUMP & CONTROL,	51191	02/02/2026	AHLERS LIFT STATION: FOGR	604-31-4250		02/02/2026	2,153.07
<b>Vendor 0363 - DAKOTA PUMP &amp; CONTROL, INC. Total:</b>							<b>2,153.07</b>
<b>Vendor: 1030 - DELTA DENTAL OF SOUTH DAKOTA</b>							
DELTA DENTAL OF SOUTH DA	999991971858	02/02/2026	FEB. 2026: DENTAL INSURAN	101-02-4212		02/02/2026	302.64
DELTA DENTAL OF SOUTH DA	999991971858	02/02/2026	FEB. 2026: DENTAL INSURAN	101-04-4212		02/02/2026	29.10
DELTA DENTAL OF SOUTH DA	999991971858	02/02/2026	FEB. 2026: DENTAL INSURAN	101-08-4212		02/02/2026	29.10
DELTA DENTAL OF SOUTH DA	999991971858	02/02/2026	FEB. 2026: DENTAL INSURAN	101-17-4212		02/02/2026	62.16
DELTA DENTAL OF SOUTH DA	999991971858	02/02/2026	FEB. 2026: DENTAL INSURAN	101-29-4212		02/02/2026	349.20
DELTA DENTAL OF SOUTH DA	999991971858	02/02/2026	FEB. 2026: DENTAL INSURAN	602-31-4212		02/02/2026	165.05
DELTA DENTAL OF SOUTH DA	999991971858	02/02/2026	FEB. 2026: DENTAL INSURAN	602-32-4212		02/02/2026	100.57
DELTA DENTAL OF SOUTH DA	999991971858	02/02/2026	FEB. 2026: DENTAL INSURAN	603-31-4212		02/02/2026	174.60
DELTA DENTAL OF SOUTH DA	999991971858	02/02/2026	FEB. 2026: DENTAL INSURAN	603-32-4212		02/02/2026	112.79
DELTA DENTAL OF SOUTH DA	999991971858	02/02/2026	FEB. 2026: DENTAL INSURAN	604-31-4212		02/02/2026	165.05
DELTA DENTAL OF SOUTH DA	999991971858	02/02/2026	FEB. 2026: DENTAL INSURAN	604-32-4212		02/02/2026	101.14
<b>Vendor 1030 - DELTA DENTAL OF SOUTH DAKOTA Total:</b>							<b>1,591.40</b>
<b>Vendor: 0206 - DITCH WITCH UNDERCON</b>							
DITCH WITCH UNDERCON	P25010	02/02/2026	WASH WAND 12"	603-31-4260		02/02/2026	81.63
DITCH WITCH UNDERCON	P25135	02/02/2026	SEWER: STD SQ RING (QTY: 1	604-31-4260		02/02/2026	45.40
<b>Vendor 0206 - DITCH WITCH UNDERCON Total:</b>							<b>127.03</b>
<b>Vendor: 0032 - ENG SERVICES</b>							
ENG SERVICES	INV0001937	02/02/2026	JAN. 2026: HAULING SOLID	612-05-4293		02/02/2026	15,179.02
<b>Vendor 0032 - ENG SERVICES Total:</b>							<b>15,179.02</b>
<b>Vendor: 0574 - FED EX</b>							
FED EX	9-138-94045	02/02/2026	FPD: SHIP TO SD DCI FORENS	101-02-4901		02/02/2026	20.51
<b>Vendor 0574 - FED EX Total:</b>							<b>20.51</b>
<b>Vendor: 0039 - FIRST DISTRICT ASSOC OF LOCAL GOVT</b>							
FIRST DISTRICT ASSOC OF LO	INV0001928	02/02/2026	2026 DUES	101-01-4290		02/02/2026	3,114.27
<b>Vendor 0039 - FIRST DISTRICT ASSOC OF LOCAL GOVT Total:</b>							<b>3,114.27</b>

Expense Approval Report

Payment Dates: 2/2/2026 - 2/2/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
<b>Vendor: 0041 - FLANDREAU DEVELOPMENT CORP.</b>							
FLANDREAU DEVELOPMENT	112026	02/02/2026	2026 MEMBERSHIP DUES	101-01-4290		02/02/2026	100.00
<b>Vendor 0041 - FLANDREAU DEVELOPMENT CORP. Total:</b>							<b>100.00</b>
<b>Vendor: 0048 - HAWKINS, INC.</b>							
HAWKINS, INC.	7307769	02/02/2026	CHLORINE CYLINDERS (QTY:	101-07-4260		02/02/2026	20.00
<b>Vendor 0048 - HAWKINS, INC. Total:</b>							<b>20.00</b>
<b>Vendor: 0830 - HELMS &amp; ASSOCIATES</b>							
HELMS & ASSOCIATES	37785	02/02/2026	A9873   FLANDREAU AIRPOR	606-11-4322		02/02/2026	69,730.29
<b>Vendor 0830 - HELMS &amp; ASSOCIATES Total:</b>							<b>69,730.29</b>
<b>Vendor: 1771 - JAYMAR</b>							
JAYMAR	59572	02/02/2026	RECEIPT PAPER FOR UB WIN	602-32-4260		02/02/2026	34.30
JAYMAR	59572	02/02/2026	RECEIPT PAPER FOR UB WIN	603-32-4260		02/02/2026	34.30
JAYMAR	59572	02/02/2026	RECEIPT PAPER FOR UB WIN	604-32-4260		02/02/2026	34.30
<b>Vendor 1771 - JAYMAR Total:</b>							<b>102.90</b>
<b>Vendor: 0913 - KRULL'S GARAGE</b>							
KRULL'S GARAGE	36512	02/02/2026	FPD: '20 CHARGER BATTERY	101-02-4250		02/02/2026	251.95
KRULL'S GARAGE	36530	02/02/2026	FPD: '20 CHARGER OIL CHAN	101-02-4250		02/02/2026	183.46
KRULL'S GARAGE	36539	02/02/2026	FPD: '22 CHARGER OIL CHAN	101-02-4250		02/02/2026	78.92
KRULL'S GARAGE	36666	02/02/2026	FPD: '20 CHARGER HEADLIG	101-02-4250		02/02/2026	64.04
KRULL'S GARAGE	36675	02/02/2026	FFD: BATTERY (QTY: 2)	101-03-4250		02/02/2026	425.90
KRULL'S GARAGE	36678	02/02/2026	FPD: '24 CHEVY TAHOE OIL C	101-02-4250		02/02/2026	93.11
<b>Vendor 0913 - KRULL'S GARAGE Total:</b>							<b>1,097.38</b>
<b>Vendor: 0067 - MIDAMERICAN ENERGY</b>							
MIDAMERICAN ENERGY	576424282	02/02/2026	GAS BILL: ARMORY FOR 12/2	101-09-4280		02/02/2026	1,100.70
<b>Vendor 0067 - MIDAMERICAN ENERGY Total:</b>							<b>1,100.70</b>
<b>Vendor: 1772 - ONSOLVE, LLC</b>							
ONSOLVE, LLC	15361303	02/02/2026	CODERED STANDARD RENEW	602-32-4293		02/02/2026	670.05
ONSOLVE, LLC	15361303	02/02/2026	CODERED STANDARD RENEW	603-32-4293		02/02/2026	670.05
ONSOLVE, LLC	15361303	02/02/2026	CODERED STANDARD RENEW	604-32-4293		02/02/2026	670.04
<b>Vendor 1772 - ONSOLVE, LLC Total:</b>							<b>2,010.14</b>
<b>Vendor: 0074 - PITNEY BOWES - PURCHASE POWERS</b>							
PITNEY BOWES - PURCHASE	INV0001925	02/02/2026	POSTAGE MACHINE REFILL	602-32-4260		02/02/2026	116.66
PITNEY BOWES - PURCHASE	INV0001925	02/02/2026	POSTAGE MACHINE REFILL	603-32-4260		02/02/2026	116.67
PITNEY BOWES - PURCHASE	INV0001925	02/02/2026	POSTAGE MACHINE REFILL	604-32-4260		02/02/2026	116.67
<b>Vendor 0074 - PITNEY BOWES - PURCHASE POWERS Total:</b>							<b>350.00</b>
<b>Vendor: 1862 - PRINCIPAL LIFE INSURANCE COMPANY</b>							
PRINCIPAL LIFE INSURANCE	INV0001929	02/02/2026	FEB. 2026: VISION INSURAN	101-02-4211		02/02/2026	35.26
PRINCIPAL LIFE INSURANCE	INV0001929	02/02/2026	FEB. 2026: VISION INSURAN	101-04-4211		02/02/2026	3.39
PRINCIPAL LIFE INSURANCE	INV0001929	02/02/2026	FEB. 2026: VISION INSURAN	101-08-4211		02/02/2026	3.39
PRINCIPAL LIFE INSURANCE	INV0001929	02/02/2026	FEB. 2026: VISION INSURAN	101-17-4211		02/02/2026	6.36
PRINCIPAL LIFE INSURANCE	INV0001929	02/02/2026	FEB. 2026: VISION INSURAN	101-29-4211		02/02/2026	20.34

Expense Approval Report

Payment Dates: 2/2/2026 - 2/2/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
PRINCIPAL LIFE INSURANCE	INV0001929	02/02/2026	FEB. 2026: VISION INSURAN	602-31-4211		02/02/2026	17.46
PRINCIPAL LIFE INSURANCE	INV0001929	02/02/2026	FEB. 2026: VISION INSURAN	602-32-4211		02/02/2026	10.83
PRINCIPAL LIFE INSURANCE	INV0001929	02/02/2026	FEB. 2026: VISION INSURAN	603-31-4211		02/02/2026	20.34
PRINCIPAL LIFE INSURANCE	INV0001929	02/02/2026	FEB. 2026: VISION INSURAN	603-32-4211		02/02/2026	12.26
PRINCIPAL LIFE INSURANCE	INV0001929	02/02/2026	FEB. 2026: VISION INSURAN	604-31-4211		02/02/2026	17.46
PRINCIPAL LIFE INSURANCE	INV0001929	02/02/2026	FEB. 2026: VISION INSURAN	604-32-4211		02/02/2026	10.89
<b>Vendor 1862 - PRINCIPAL LIFE INSURANCE COMPANY Total:</b>							<b>157.98</b>
<b>Vendor: 0275 - RAMSDELL F&amp;M LTD</b>							
RAMSDELL F&M LTD	399602	02/02/2026	PARK SHOP: PROPANE (99.7	101-08-4263		02/02/2026	178.26
<b>Vendor 0275 - RAMSDELL F&amp;M LTD Total:</b>							<b>178.26</b>
<b>Vendor: 0164 - SD MUNICIPAL ELECTRIC ASSOCIATION</b>							
SD MUNICIPAL ELECTRIC ASS	200003988	02/02/2026	2026 ELECT. CONF. FOR CT, T	603-31-4270		02/02/2026	600.00
SD MUNICIPAL ELECTRIC ASS	200003988	02/02/2026	2026 ELECT. CONF. FOR CT, T	603-32-4270		02/02/2026	200.00
<b>Vendor 0164 - SD MUNICIPAL ELECTRIC ASSOCIATION Total:</b>							<b>800.00</b>
<b>Vendor: 0092 - SD RETIREMENT SYSTEM</b>							
SD RETIREMENT SYSTEM	INV0001940	02/02/2026	JAN. 2026: RETIREMENT CO	101-02-4130		02/02/2026	5,192.91
SD RETIREMENT SYSTEM	INV0001940	02/02/2026	JAN. 2026: RETIREMENT CO	101-04-4130		02/02/2026	330.57
SD RETIREMENT SYSTEM	INV0001940	02/02/2026	JAN. 2026: RETIREMENT CO	101-08-4130		02/02/2026	330.57
SD RETIREMENT SYSTEM	INV0001940	02/02/2026	JAN. 2026: RETIREMENT CO	101-17-4130		02/02/2026	480.22
SD RETIREMENT SYSTEM	INV0001940	02/02/2026	JAN. 2026: RETIREMENT CO	101-29-4130		02/02/2026	1,783.48
SD RETIREMENT SYSTEM	INV0001940	02/02/2026	JAN. 2026: RETIREMENT CO	602-31-4130		02/02/2026	1,317.20
SD RETIREMENT SYSTEM	INV0001940	02/02/2026	JAN. 2026: RETIREMENT CO	602-32-4130		02/02/2026	793.33
SD RETIREMENT SYSTEM	INV0001940	02/02/2026	JAN. 2026: RETIREMENT CO	603-31-4130		02/02/2026	2,465.46
SD RETIREMENT SYSTEM	INV0001940	02/02/2026	JAN. 2026: RETIREMENT CO	603-32-4130		02/02/2026	995.44
SD RETIREMENT SYSTEM	INV0001940	02/02/2026	JAN. 2026: RETIREMENT CO	604-31-4130		02/02/2026	1,317.20
SD RETIREMENT SYSTEM	INV0001940	02/02/2026	JAN. 2026: RETIREMENT CO	604-32-4130		02/02/2026	798.66
<b>Vendor 0092 - SD RETIREMENT SYSTEM Total:</b>							<b>15,805.04</b>
<b>Vendor: 1151 - SIOUX VALLEY ENVIRONMENTAL, INC</b>							
SIOUX VALLEY ENVIRONMEN	12537	02/02/2026	MICROCLIP X3 - CALIBRATED	604-31-4260		02/02/2026	125.00
<b>Vendor 1151 - SIOUX VALLEY ENVIRONMENTAL, INC Total:</b>							<b>125.00</b>
<b>Vendor: 1665 - STANDARD INSURANCE COMPANY</b>							
STANDARD INSURANCE COM	INV0001930	02/02/2026	FEB. 2026: LIFE INSURANCE	101-02-4209		02/02/2026	49.28
STANDARD INSURANCE COM	INV0001930	02/02/2026	FEB. 2026: LIFE INSURANCE	101-03-4209		02/02/2026	205.20
STANDARD INSURANCE COM	INV0001930	02/02/2026	FEB. 2026: LIFE INSURANCE	101-04-4209		02/02/2026	7.70
STANDARD INSURANCE COM	INV0001930	02/02/2026	FEB. 2026: LIFE INSURANCE	101-08-4209		02/02/2026	7.70
STANDARD INSURANCE COM	INV0001930	02/02/2026	FEB. 2026: LIFE INSURANCE	101-17-4209		02/02/2026	10.01
STANDARD INSURANCE COM	INV0001930	02/02/2026	FEB. 2026: LIFE INSURANCE	101-29-4209		02/02/2026	30.80
STANDARD INSURANCE COM	INV0001930	02/02/2026	FEB. 2026: LIFE INSURANCE	602-31-4209		02/02/2026	37.84
STANDARD INSURANCE COM	INV0001930	02/02/2026	FEB. 2026: LIFE INSURANCE	602-32-4209		02/02/2026	17.38
STANDARD INSURANCE COM	INV0001930	02/02/2026	FEB. 2026: LIFE INSURANCE	603-31-4209		02/02/2026	46.20
STANDARD INSURANCE COM	INV0001930	02/02/2026	FEB. 2026: LIFE INSURANCE	603-32-4209		02/02/2026	20.53
STANDARD INSURANCE COM	INV0001930	02/02/2026	FEB. 2026: LIFE INSURANCE	604-31-4209		02/02/2026	37.83

Expense Approval Report

Payment Dates: 2/2/2026 - 2/2/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
STANDARD INSURANCE COM	INV0001930	02/02/2026	FEB. 2026: LIFE INSURANCE	604-32-4209		02/02/2026	17.54
<b>Vendor 1665 - STANDARD INSURANCE COMPANY Total:</b>							<b>488.01</b>
<b>Vendor: 0102 - STURDEVANT'S AUTO SUPPLY</b>							
STURDEVANT'S AUTO SUPPL	804021481	02/02/2026	STREET: 2.5GL MAG1 UNIV H	101-04-4260		02/02/2026	43.99
STURDEVANT'S AUTO SUPPL	804021504	02/02/2026	SEWER: XXL ORANGE LIGHT	604-31-4260		02/02/2026	35.98
<b>Vendor 0102 - STURDEVANT'S AUTO SUPPLY Total:</b>							<b>79.97</b>
<b>Vendor: 2220 - TITAN MACHINERY-PIPESTONE</b>							
TITAN MACHINERY-PIPESTON	SO0305921-1	02/02/2026	HYDRAULIC LEAK	606-11-4250		02/02/2026	2,063.89
<b>Vendor 2220 - TITAN MACHINERY-PIPESTONE Total:</b>							<b>2,063.89</b>
<b>Vendor: 1764 - TYLER LUMBER COMPANY</b>							
TYLER LUMBER COMPANY	INV0001938	02/02/2026	JAN. 2026: SUPPLIES / AMB.	101-04-4260		02/02/2026	84.44
TYLER LUMBER COMPANY	INV0001938	02/02/2026	JAN. 2026: SUPPLIES / AMB.	101-08-4260		02/02/2026	62.26
TYLER LUMBER COMPANY	INV0001938	02/02/2026	JAN. 2026: SUPPLIES / AMB.	101-29-4340		02/02/2026	2,781.37
TYLER LUMBER COMPANY	INV0001938	02/02/2026	JAN. 2026: SUPPLIES / AMB.	602-32-4260		02/02/2026	24.28
TYLER LUMBER COMPANY	INV0001938	02/02/2026	JAN. 2026: SUPPLIES / AMB.	603-31-4260		02/02/2026	85.64
TYLER LUMBER COMPANY	INV0001938	02/02/2026	JAN. 2026: SUPPLIES / AMB.	603-32-4260		02/02/2026	24.28
TYLER LUMBER COMPANY	INV0001938	02/02/2026	JAN. 2026: SUPPLIES / AMB.	604-31-4260		02/02/2026	40.31
TYLER LUMBER COMPANY	INV0001938	02/02/2026	JAN. 2026: SUPPLIES / AMB.	604-32-4260		02/02/2026	24.28
TYLER LUMBER COMPANY	INV0001938	02/02/2026	JAN. 2026: SUPPLIES / AMB.	606-11-4260		02/02/2026	8.98
<b>Vendor 1764 - TYLER LUMBER COMPANY Total:</b>							<b>3,135.84</b>
<b>Vendor: 0907 - WAXDAHL NAPA PLUS LLC</b>							
WAXDAHL NAPA PLUS LLC	209468	02/02/2026	SEWER: 16 PB DS PENETRAN	604-31-4260		02/02/2026	13.22
WAXDAHL NAPA PLUS LLC	209504	02/02/2026	PARKS: 3 IN. HOLE SAW, HOL	101-08-4260		02/02/2026	115.67
WAXDAHL NAPA PLUS LLC	209557	02/02/2026	FPD: DEX COOL RTU COOLAN	101-02-4250		02/02/2026	17.38
WAXDAHL NAPA PLUS LLC	209695	02/02/2026	AMBULANCE BAY: HOLE SAW	101-29-4340		02/02/2026	51.74
<b>Vendor 0907 - WAXDAHL NAPA PLUS LLC Total:</b>							<b>198.01</b>
<b>Vendor: 0207 - WESCO RECEIVABLES CORP</b>							
WESCO RECEIVABLES CORP	679373	02/02/2026	ELECT: LED LIGHTS (QTY: 2)	603-31-4260		02/02/2026	165.20
WESCO RECEIVABLES CORP	679374	02/02/2026	ELECT: LED LIGHT (QTY: 1)	603-31-4260		02/02/2026	82.60
<b>Vendor 0207 - WESCO RECEIVABLES CORP Total:</b>							<b>247.80</b>
<b>Grand Total:</b>							<b>148,852.48</b>

## Report Summary

### Fund Summary

Fund	Expense Amount	Payment Amount
101 - General Fund	22,829.50	0.00
602 - Water	18,889.37	0.00
603 - Electric	7,769.39	0.00
604 - Sewer	5,791.00	0.00
606 - Airport	78,394.20	0.00
612 - Solid Waste	15,179.02	0.00
<b>Grand Total:</b>	<b>148,852.48</b>	<b>0.00</b>

### Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
101-01-4290	Dues/Subscriptions	3,214.27	0.00
101-02-4130	Retirement	5,192.91	0.00
101-02-4209	Insurance- Life A/P	49.28	0.00
101-02-4211	Insurance-Vision	35.26	0.00
101-02-4212	Insurance-Dental	302.64	0.00
101-02-4250	Repairs	688.86	0.00
101-02-4263	Gas/Oil	1,108.33	0.00
101-02-4901	Miscellaneous	20.51	0.00
101-03-4209	Insurance- Life A/P	205.20	0.00
101-03-4250	Repairs	425.90	0.00
101-04-4130	Retirement	330.57	0.00
101-04-4209	Insurance- Life A/P	7.70	0.00
101-04-4211	Insurance-Vision	3.39	0.00
101-04-4212	Insurance-Dental	29.10	0.00
101-04-4260	Supplies	128.43	0.00
101-07-4260	Supplies	20.00	0.00
101-07-4293	Contract/Agreement	315.00	0.00
101-08-4130	Retirement	330.57	0.00
101-08-4209	Insurance- Life A/P	7.70	0.00
101-08-4211	Insurance-Vision	3.39	0.00
101-08-4212	Insurance-Dental	29.10	0.00
101-08-4250	Repairs	271.80	0.00
101-08-4260	Supplies	177.93	0.00
101-08-4263	Gas/Oil	178.26	0.00
101-09-4280	Utilities	1,100.70	0.00
101-10-4902	COMM CTR-DEPOSIT REI	500.00	0.00
101-17-4130	Retirement	480.22	0.00
101-17-4209	Insurance- Life A/P	10.01	0.00
101-17-4211	Insurance-Vision	6.36	0.00
101-17-4212	Insurance-Dental	62.16	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
101-29-4130	Retirement	1,783.48	0.00
101-29-4209	Insurance-Life A/P	30.80	0.00
101-29-4211	Insurance-Vision	20.34	0.00
101-29-4212	Insurance-Dental	349.20	0.00
101-29-4250	Repairs	425.00	0.00
101-29-4263	Gas/Oil	466.05	0.00
101-29-4340	Capital Outlay	4,519.08	0.00
602-31-4130	Retirement	1,317.20	0.00
602-31-4209	Insurance- Life A/P	37.84	0.00
602-31-4211	Insurance-Vision	17.46	0.00
602-31-4212	Insurance-Dental	165.05	0.00
602-31-4284	Water Purchases	15,464.72	0.00
602-31-4297	Test Samples	52.74	0.00
602-32-4130	Retirement	793.33	0.00
602-32-4150	Insurance-Health	66.96	0.00
602-32-4209	Insurance- Life A/P	17.38	0.00
602-32-4211	Insurance-Vision	10.83	0.00
602-32-4212	Insurance-Dental	100.57	0.00
602-32-4260	Supplies	175.24	0.00
602-32-4293	Contract/Agreement	670.05	0.00
603-31-4130	Retirement	2,465.46	0.00
603-31-4209	Insurance- Life A/P	46.20	0.00
603-31-4211	Insurance-Vision	20.34	0.00
603-31-4212	Insurance-Dental	174.60	0.00
603-31-4260	Supplies	415.07	0.00
603-31-4265	Uniforms/Safety Clothin	1,742.42	0.00
603-31-4270	Travel/Conference	600.00	0.00
603-31-4294	Other - Energy Star Appli	50.00	0.00
603-32-4130	Retirement	995.44	0.00
603-32-4150	Insurance-Health	68.98	0.00
603-32-4209	Insurance- Life A/P	20.53	0.00
603-32-4211	Insurance-Vision	12.26	0.00
603-32-4212	Insurance-Dental	112.79	0.00
603-32-4260	Supplies	175.25	0.00
603-32-4270	Travel/Conference	200.00	0.00
603-32-4293	Contract/Agreement	670.05	0.00
604-31-4130	Retirement	1,317.20	0.00
604-31-4209	Insurance- Life A/P	37.83	0.00
604-31-4211	Insurance-Vision	17.46	0.00
604-31-4212	Insurance-Dental	165.05	0.00
604-31-4250	Repairs	2,153.07	0.00
604-31-4260	Supplies	259.91	0.00

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>	<b>Payment Amount</b>
604-32-4130	Retirement	798.66	0.00
604-32-4150	Insurance-Health	66.96	0.00
604-32-4209	Insurance- Life A/P	17.54	0.00
604-32-4211	Vision Insurance	10.89	0.00
604-32-4212	Dental Insurance	101.14	0.00
604-32-4260	Supplies	175.25	0.00
604-32-4293	Contract/Agreement	670.04	0.00
606-11-4250	Repairs	2,063.89	0.00
606-11-4260	Supplies	8.98	0.00
606-11-4262	Fuel Purchase Expense	6,591.04	0.00
606-11-4322	Const/Improv/Land	69,730.29	0.00
612-05-4293	Contract/Agreement	15,179.02	0.00
	<b>Grand Total:</b>	<b>148,852.48</b>	<b>0.00</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>	<b>Payment Amount</b>
**None**	148,852.48	0.00
<b>Grand Total:</b>	<b>148,852.48</b>	<b>0.00</b>

## 2026 Flandreau Volunteer Fire Department Roster

Fireman	Address	Roster #	Email	Cell #	Title
<b>Engine 3-1</b>					
Greg Friesen (Nicole)	22688 487th Ave	8	<a href="mailto:gfriesen86@gmail.com">gfriesen86@gmail.com</a>	605-530-4151	Truck Capt.
Jordan Ensz	22653 486th Ave	11		605-530-1285	
Tom Stenger(Tammy)	22903 479th Ave	19	<a href="mailto:tstenger64@gmail.com">tstenger64@gmail.com</a>	605-864-9710	
Carl Brakke(Kathryn)	22564 479th Ave.	31	<a href="mailto:carlbrakke@gmail.com">carlbrakke@gmail.com</a>	605-553-7731	
<b>Engine 3-R</b>					
Leighton Blum	48526 236th Ave	27	<a href="mailto:leightonblum95@gmail.com">leightonblum95@gmail.com</a>	605-864-6923	Truck Capt.
Randy Clements(Miranda)	22345 480th Ave	24		605-864-0609	Asst Chief 2
Tim Yeaton (Malorie)	511 W 3rd Ave	6	<a href="mailto:tim.yeaton@gmail.com">tim.yeaton@gmail.com</a>	605-680-9771	
Wade Quick				605-864-0169	
<b>Tender 3-T</b>					
Brandon Peters(Emma)	619 E 2nd Ave	3	<a href="mailto:brandonp@patriot-electricinc.com">brandonp@patriot-electricinc.com</a>	605-864-0640	Truck Capt.
Judd Krull	311 Elm Street	22	<a href="mailto:judkrull@hotmail.com">judkrull@hotmail.com</a>	605-864-3269	Asst. Chief 1
David Bryan			<a href="mailto:davidbryan82@outlook.com">davidbryan82@outlook.com</a>	605-838-7717	
<b>LADDER TRUCK 3-L</b>					
Jackson Kontz	47238 224th St.	32	<a href="mailto:jdkontz@gmail.com">jdkontz@gmail.com</a>	605-651-6488	Truck Capt.
Emman Bamba(Hersy)	600 W Pipestone Ave	17	<a href="mailto:bamba17_emman@yahoo.com">bamba17_emman@yahoo.com</a>	605-864-8512	
Chris Neises(Megan)	808 W. Pipestone Ave	9	<a href="mailto:neises_9@hotmail.com">neises_9@hotmail.com</a>	605-864-1244	Secretary
<b>Brush 1</b>					
Tim Ullom (Kelly)	305 N. West St	14	<a href="mailto:benqals06@hotmail.com">benqals06@hotmail.com</a>	605-864-8873	Truck Capt.
Mike Blum(Becky)	201 East 1st Avenue	5	<a href="mailto:mikelblum@gmail.com">mikelblum@gmail.com</a>	605-864-1500	
Justin Chamblin	607 W Pipestone Ave	28		605-864-5007	
<b>Brush 2</b>					
Chase Amdahl(Kortney)	23067 485th Ave	7	<a href="mailto:chase.t.amdahl@gmail.com">chase.t.amdahl@gmail.com</a>	605-864-0063	Truck Capt.
Don Peters (Sherry)	901 E Pipestone Ave	21	<a href="mailto:donp@patriot-electricinc.com">donp@patriot-electricinc.com</a>	605-864-0028	Chief
Josh Weston	502 W 2nd Ave	1	<a href="mailto:josh_weston@hotmail.com">josh_weston@hotmail.com</a>	605-864-1701	
<b>Rescue Truck 3-R2</b>					
Dawson Blum(Shaina)	105 W Prospect Ave	23	<a href="mailto:dawson.blum11@gmail.com">dawson.blum11@gmail.com</a>	605-864-8275	Truck Capt.
Max Fargen		4		605-864-0204	
Robert (Bobby) Johansen	805 W. 2nd Ave		<a href="mailto:bobbvsiohanson@gmail.com">bobbvsiohanson@gmail.com</a>	605-530-2215	
<b>Boat/UTV</b>					
Colten Plooster(Taylor)	22942 483rd Ave	25	<a href="mailto:colten97@icloud.com">colten97@icloud.com</a>	605-682-8738	Truck Capt.
Doug Peters(Laura)	110 S. West St	10	<a href="mailto:doug.peters1975@hotmail.com">doug.peters1975@hotmail.com</a>	605-864-1692	Treasurer
Marv Schoenwetter	609 W. 3rd Ave	16	<a href="mailto:mas4873@gmail.com">mas4873@gmail.com</a>	605-530-5906	
<b>Cascade Trailer/Utility Truck</b>					
Logan Yost(Cheri)	108 E Prospect Ave	13	<a href="mailto:yostlogan1@gmail.com">yostlogan1@gmail.com</a>	507-215-4451	Truck Capt.
Holist Sutton(Mandy)	600 S. Industrial Road	18	<a href="mailto:holist.sutton@gmail.com">holist.sutton@gmail.com</a>	605-864-0412	
<b>LaFrance</b>					
Dave Feske (Deb)	300 South Industrial	29	<a href="mailto:feskefig@yahoo.com">feskefig@yahoo.com</a>	605-864-1336	Truck Capt.

**PORTABLE RADIOS**

1 - Don Peters	10 - Dawson Blum	12
2 - Jud Krull	11 - Dave Feske	32
3- Randy Clements	12 - Marv Schoenwether	33
4 - Chris Neises	13 - Tim Ullom	34
5 - Holist Sutton	14 - Tim Yeaton	35
6 - Doug Peters	15- Greg Friesen	2
7 - Chase Amdahl	16- Brandon Peters	
8- Leighton Blum	17 - Jackson Kontz	
9 - Jordan Ensz	18 - Logan Yost	

**UNUSED ID#S**



## Meeting Notice and Agenda

**Project Name:** Council Agenda  
**IMEG #:** 23000362 Utility Improvements  
**Meeting Date and Time:** February 02, 2026, 6:30 PM  
**Meeting Location:** Flandreau, SD  
**Asked to Attend:** Mayor, Council Members, City Staff  
**Purpose of Meeting:** Review & Discuss Council Agenda Items  
**Issued By:** Shane L. Waterman **Email:** [shane.l.waterman@imegcorp.com](mailto:shane.l.waterman@imegcorp.com)

### Agenda Items:

1. **Utility Improvements Sanitary Sewer & Water Project** – IMEG has been working with H&W Contracting to identify all miscellaneous work items incorporated into the project but not listed within the project bid schedule. Generally, the work includes various water main fittings, sanitary fittings, and storm sewer items for unknown field conditions. The work items identified have been included in **Change Order No. 3 which increases the contract amount by \$45,832.50. Upon approval the current contract amount will be \$7,280,942.81.** IMEG recommends approval of Change Order No. 3.

IMEG has prepared Payment Application No. 9 which includes the Change Order No.3 work items. **Payment Application no. 9 results in payments in the amounts of \$16,746.77 for sanitary sewer and \$24,423.75 for water main.** IMEG recommends approval of Payment Application No. 9.

This change order and payment application will bring all approved work items incorporated into the project current for the 2025 construction season.

2. **Sanitary Sewer Outfall Main** – A memo of our observations and recommendations was provided previously. Are there any questions?

Questions?

### Change Order No. 3

Owner:	City of Flandreau	Owner's Project No.:	
Engineer:	April A. Buller	Engineer's Project Number:	23000362
Contractor:	H&W Contracting	Contractor's Project No.:	
Project:	Flandreau Utility Improvements		
Contract Name:	Flandreau Utility Improvements		
Date Issued:	2/2/2026	Effective Date of Change Order:	2/2/2026

The Contract is modified as follows upon execution of this change order:

Description: Bid items reflect existing work completed

Attachments

CHANGE IN CONTRACT TIMES	
(State Contract Times as either a specific date or a number of days)	
Original Contract Price:	Original Contract Times:
\$ <u>7,165,910.31</u>	Substantial Completion:
	Ready for Final Payment: _____
[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> :	
\$ <u>69,200.00</u>	Substantial Completion: _____
	Ready for Final Payment: <u>30 days after Substantial Completion</u>
	days
Contract Price prior to this change order:	
\$ <u>7,235,110.31</u>	Contract Times prior to this Change Order:
	Substantial Completion: _____
	Ready for Final Payment: <u>30 days after Substantial Completion</u>
	days or dates
[Increase] [ <del>Decrease</del> ] of this Change Order:	
\$ <u>45,832.50</u>	Substantial Completion: _____
	Ready for Final Payment: <u>30 days after Substantial Completion</u>
	days or dates
Contract Price incorporating this Change Order:	
\$ <u>7,280,942.81</u>	Contract Times with all approved Change Orders:
	Substantial Completion: _____
	Ready for Final Payment: <u>30 days after Substantial Completion</u>
	days or dates

By: RECOMMENDED: April Buller  
Digitally signed by April Buller  
 DN: cn=APRIL A. BULLER, o=H&W CONTRACTING, ou=H&W CONTRACTING, email=april@h&wcontracting.com, c=US, serial=2026.01.28.16.27.31.2659  
 \_\_\_\_\_  
 Title: Project Engineer  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: Owner (Authorized Signature)  
 Date: \_\_\_\_\_

By: ACCEPTED:  
 \_\_\_\_\_  
 Title: Contractor (Authorized Signature)  
 Date: 1/26/26

Approved by Funding Agency (if applicable)  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Change Order No. 3 : Changes to Quantities**

Engineer's Project No.: 23000362.00

Project: Flandreau Utility Improvements

Owner: City of Flandreau, SD

Contractor: H&W Contracting

No.	Item	Increase or Decrease in		Unit Price	Total
		Quantity			
29	Clear and Grub Tree	15.00	EA	\$ 550.00	\$ 8,250.00
CCO3-1	F&I 8" 90 degree bend water main	1.00	EA	\$ 950.00	\$ 950.00
CCO3-2	F&I 12" PVC Storm Sewer	56.00	LF	\$ 65.00	\$ 3,640.00
CCO3-3	F&I 10" PVC Storm Sewer	25.00	LF	\$ 50.00	\$ 1,250.00
CCO3-4	Reconnect to Existing Storm Sewer	3.00	EA	\$ 750.00	\$ 2,250.00
CCO3-5	12"X10" Wye Storm Sewer	1.00	EA	\$ 1,500.00	\$ 1,500.00
CCO3-6	12" PVC 90 degree bend Storm Sewer	1.00	EA	\$ 1,000.00	\$ 1,000.00
CCO3-7	Pipe insulation	64.00	LF	\$ 14.00	\$ 896.00
CCO3-8	F&I 4" PVC Watermain	37.00	LF	\$ 48.00	\$ 1,776.00
CCO3-9	F&I 6" PVC Watermain	18.00	LF	\$ 54.75	\$ 985.50
CCO3-10	4" Gate Valve W/Box	1.00	EA	\$ 2,000.00	\$ 2,000.00
CCO3-11	F&I 8"x8"x4" Tee	1.00	EA	\$ 950.00	\$ 950.00
CCO3-12	F&I 8"x6" reducer	1.00	EA	\$ 650.00	\$ 650.00
CCO3-13	F&I 4" 45 degree bend	2.00	EA	\$ 500.00	\$ 1,000.00
CCO3-14	F&I 8" 22.5 degree bend	1.00	EA	\$ 935.00	\$ 935.00
CCO3-15	6" Cleanout	1.00	EA	\$ 800.00	\$ 800.00
CCO3-16	8" Cleanout	1.00	EA	\$ 900.00	\$ 900.00
CCO3-17	Curb & Gutter Handwork	560.00	LF	\$ 28.75	\$ 16,100.00

**SUBTOTAL**

\$ 45,832.50

**JUSTIFICATION**

Values of specific items are being adjusted for the end of the phase in which they were used

**Agenda Action Form  
Flandreau City Council**

Meeting Date: 2/2/2026

**Title: ARPA FUNDS**-Payment Request No. Nine (9) for Sewer and Water-Utility Improvement Project

Motion       Resolution       Ordinance       Other

**Background Information:** The City has received Pay Application No. 9, prepared by IMEG Engineering, for work completed by H&W Contracting, LLC for the Utility Improvement Project-**Sewer Portion: \$16,746.77** and **Water Portion: \$24,423.75**. These funds will be drawn using ARPA Grant Funds and will result in Pay Request No. Nine (9) for work completed on the Utility Improvement Project.

**Justification:** ARPA Reimbursement Pay Request is needed to pay the project costs associated with the Water/Sewer Project.

**Financial Consideration:** Upon receipt of this Pay Application, a pay request was made to the DANR to draw from funds eligible to the City from: \$1,396,832 ARPA grant for Sewer and \$1,414,832 grant for Water.

**City Administrator's Recommendation:** Approval

**Attachments:** Pay Application Nine (9) from IMEG Engineering; Pay Req 9-ARPA Funds.



## Environmental Funding Program - Reimbursement Request

Submitted To: SD Dept. of Agriculture and Natural Resources  
Environmental Funding Program

<b>Recipient Identification</b>		<b>Payment Information</b>	
Name: <u>City of Flandreau</u> Street or PO Box: <u>1005 W. Elm Ave.</u> City, State, ZIP: <u>Flandreau, SD 57028</u>  DANR Project ID Number: <u>2022G-ARP-416</u>		<b>Funding Source</b>  <b>ARPA</b> Partial <input checked="" type="checkbox"/> Final <input type="checkbox"/> Payment Request No.: <u>9</u>	
<b>Payee</b> (Where payment should be sent if different than Recipient)		<b>Grant Percentage</b> (if applicable): _____	
Name: <u>same</u> Street or PO Box: _____ City, State, ZIP: _____		<b>Period Covered by this Payment Request</b> From: <u>12/11/25</u> To: <u>2/2/26</u>	
Eligible Request Cost Breakdown			
Category	Previous Request(s)	Current Request	Total Requests
Administrative Expense			
Land, Structures, Right-Of-Way			
Architectural & Engineering Basic Fees			
Other Architectural & Engineering Fees			
Project Inspection Fees			
Land Development			
Relocation Expenses			
Relocation Payments to Individuals/Businesses			
Demolition and Removal			
Construction & Project Improvement Cost	\$1,133,922.14	\$24,423.75	\$1,158,345.89
Equipment			
Miscellaneous Costs			
Total Cumulative	\$1,133,922.14	\$24,423.75	\$1,158,345.89
Total Payments Previously Drawn			\$1,133,922.14
<b>Reimbursement Amount</b>			<b>\$24,423.75</b>
Certification			
I certify that to the best of my knowledge and belief the costs requested for reimbursement are in accordance with the terms of the project and that the reimbursement amount represents the share due which has not been previously requested and all work is in accordance with the terms of the Agreement.			
_____ Signature of Authorized Certifying Official		_____ Date	
_____ Dan Sutton, Mayor Typed or Printed Name and Title		_____ 605-532-3512 Telephone Number	
DANR Use Only			
Approve for Payment: \$ _____			
Signature: _____		Date: _____	



## Environmental Funding Program - Reimbursement Request

**Submitted To: SD Dept. of Agriculture and Natural Resources  
Environmental Funding Program**

Recipient Identification		Payment Information	
<b>Name:</b> <u>City of Flandreau</u> <b>Street or PO Box:</b> <u>1005 W. Elm Ave.</u> <b>City, State, ZIP:</b> <u>Flandreau, SD 57028</u>  <b>DANR Project ID Number:</b> <u>2022G-ARP-415</u>		<b>Funding Source</b>  <b>ARPA</b> Partial <input checked="" type="checkbox"/> Final <input type="checkbox"/> <b>Payment Request No.:</b> <u>9</u>	
<b>Payee</b> (Where payment should be sent if different than Recipient)		<b>Grant Percentage</b> (if applicable): _____	
<b>Name:</b> <u>same</u> <b>Street or PO Box:</b> _____ <b>City, State, ZIP:</b> _____		<b>Period Covered by this Payment Request</b> <b>From:</b> <u>12/11/25</u> <b>To:</b> <u>2/2/26</u>	
Eligible Request Cost Breakdown			
Category	Previous Request(s)	Current Request	Total Requests
Administrative Expense			
Land, Structures, Right-Of-Way			
Architectural & Engineering Basic Fees			
Other Architectural & Engineering Fees			
Project Inspection Fees			
Land Development			
Relocation Expenses			
Relocation Payments to Individuals/Businesses			
Demolition and Removal			
Construction & Project Improvement Cost	\$972,191.60	\$16,746.77	\$988,938.37
Equipment			
Miscellaneous Costs			
<b>Total Cumulative</b>	\$972,191.60	\$16,746.77	\$988,938.37
<b>Total Payments Previously Drawn</b>			\$972,191.60
<b>Reimbursement Amount</b>			<b>\$16,746.77</b>
Certification			
I certify that to the best of my knowledge and belief the costs requested for reimbursement are in accordance with the terms of the project and that the reimbursement amount represents the share due which has not been previously requested and all work is in accordance with the terms of the Agreement.			
_____ Signature of Authorized Certifying Official		_____ Date	
_____ Dan Sutton, Mayor Typed or Printed Name and Title		_____ 605-532-3512 Telephone Number	
DANR Use Only			
Approve for Payment: \$ _____			
Signature: _____		Date: _____	

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Flandreau</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>April Buller</u>	<b>Engineer's Project No.:</b> <u>23000362.00</u>
<b>Contractor:</b> <u>H&amp;W Contracting LLC</u>	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>Flandreau Utility Improvements</u>	
<b>Contract:</b> <u>Flandreau Utility Improvements</u>	
<b>Application No.:</b> <u>9</u>	<b>Application Date:</b> <u>2/2/2026</u>
<b>Application Period:</b> From <u>12/1/2025</u> to <u>1/22/2026</u>	

1. Original Contract Price	\$ 7,165,910.31
2. Net change by Change Orders	\$ 115,032.50
3. Current Contract Price (Line 1 + Line 2)	\$ 7,280,942.81
4a. Total Work completed and materials stored to date (Sewer)	\$ 1,045,837.67
4b. Total Work completed and materials stored to date (Water)	\$ 1,203,524.22
4c. Total Work completed and materials stored to date (City)	\$ -
5. Retainage	
a1. 10% X \$ 965,673.69 Work Completed (Sewer)	\$ 96,567.37
a2. 10% x \$ 909,964.29 Work Completed (Water)	\$ 90,996.43
a3. 10% x \$ - Work Completed (City)	\$ -
b1. 10% x \$ 80,163.98 Stored Materials (Sewer)	\$ 8,016.40
b2. 10% x \$ 293,559.93 Stored Materials (Water)	\$ 29,355.99
b3. 10% x \$ - Stored Materials (City)	\$ -
c. X \$ - Liquidated Damages	\$ -
d. Total Retainage (Lines 5.a1 through 5.c)	\$ 224,936.19
6a. Amount eligible to date (Line 4a - Line 5.a1 - Line 5.b1) (Sewer)	\$ 941,253.90
6b. Amount eligible to date (Line 4b - Line 5.a2 - Line 5.b2) (Water)	\$ 1,083,171.80
6c. Amount eligible to date (Line 4c - Line 5.a3 - Line 5.b3) (City)	\$ -
7a. Less previous payments (Line 6a from prior application) (Sewer)	\$ 924,507.13
7b. Less previous payments (Line 6b from prior application) (Water)	\$ 1,058,748.05
7c. Less previous payments (Line 6c from prior application) (City)	\$ -
8. Balance to finish, plus retainage (Line 3 - Line 6a - Line 6b - Line 6c)	\$ 5,256,517.11
9a. Amount due this application (Line 6a - Line 7a) (Sewer)	\$ 16,746.77
9b. Amount due this application (Line 6b - Line 7b) (Water)	\$ 24,423.75
9c. Amount due this application (Line 6b - Line 7b) (City)	\$ -

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** H&W Contracting, LLC

**Signature:** \_\_\_\_\_ **Date:** 1/26/24

<p><b>Recommended by Engineer</b></p> <p>By: <u>April Buller</u> <small><i>Digitally signed by April Buller on 01/26/24</i></small></p> <p>Title: <u>Civil Project Engineer</u></p> <p>Date: _____</p>	<p><b>Approved by Owner</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p><b>Approved by Funding Agency</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>

No.	Bid Schedule 1 Item	Quantity	UM	CCO No.	New Qty	Unit Price	Total This Request		Total Previous Requests		Total To Date		Percent Complete		
							Quantity	Amount	Quantity	Amount	Quantity	Amount			
							Sewer	Water	Sewer	Water	Sewer	Water			
1	Mobilization	1	LS			\$ 673,330.00									
2	Traffic Control Signs	260	SF			4.35									
3	Traffic Control, Miscellaneous	1	LS			20,000.00									
4	Types 3 Barricade, 8' Single Skirt	40	EA			110.00									
5	Detachable Warning Panels	41	EA			65.35									
6	Storm Sewer Inlet Grate	1	EA			775.00									
7	Repair Sprinkler System	10	HR			125.00									
8	Exploratory Excavation	35	HR			125.00									
9	Dewatering	8	DAYS			500.00									
10	Temporary Mailbox	20	EA			110.00									
11	F&I Concrete Washout	1	EA			355.00									
12	Street Sweeping	35	HR			200.00									
13	Type D Permanent Seed Mixture	935	LB			11.00									
14	Fertilizing	401	LB			1.10									
15	Fiber Mulching	3.1	TN			1,925.00									
16	Sediment Control at Inlet with Frame & Grate	3	EA			86.50									
17	12" Diameter Erosion Control Wall	45	FT			3.35									
18	SWPPP/Erosion Control	25,447	SF			0.38									
19	Remove Miscellaneous Concrete	17,001	LF			2.45									
20	Remove Concrete Curb & Gutter	2,776	SF			0.57									
21	Remove Asphalt Pavement	35,550	SV			2.95									
22	Remove Aggregate Base Course	1,000	SV			2.20									
23	Remove and Salvage Fire Hydrants	17	EA			700.00									
24	Remove and Reset Sign	19	EA			162.00									
25	Unclassified Excavation	17,646	CV			6.85									
26	Saw Existing Asphalt	354	LF			8.00									
27	Saw Existing Concrete	51	LF			30.00									
28	Clear and Grub Tree	36	EA	3	51	2,715.00									
29	Remove Sediment Control at Inlet with Frame & Grate	3	EA			50.00									
30	Remove Manholes, Remove & Salvage Cover & Costings	11	EA			850.00									
31	48" Precast Sanitary Sewer Manhole (0' to 8')	9	EA			3,500.00									
32	48" Precast Sanitary Sewer Manhole (8' to 12')	16	EA			4,900.00									
33	Manhole Frame and Cover	25	EA			1,500.00									
34	F&I 8" Sanitary Sewer Lin	7,903	LF			79.00									
35	F&I 10" Sanitary Sewer Line	772	LF			88.45									
36	F&I 4" Sanitary Sewer Service Pipe	4,121	LF			74.45									
37	F&I 6" Sanitary Sewer Service Pipe	160	LF			320.00									
38	F&I 8" x 4" Sanitary Sewer Wye	4	EA			965.00									
39	F&I 10" x 4" Sanitary Sewer Wye	13	EA			530.00									
40	Reconnect Sewer Service	116	EA			850.00									
41	Reconnect to Existing Sanitary Sewer Mains	12	EA			640.00									
42	Plug/Cap Existing 8" Sanitary Mains	1	EA			600.00									
43	Temporary Sanitary Sewer Bypass Pumping	8,675	LF			2.15									
44	Post Construction Televising & Report	7,903	LF			13.00									
45	Pipe Bedding for 10" Diameter	772	LF			34.00									
46	F&I 6" Fire Hydrant Lead	156	LF			48.75									
47	F&I 8" PVC Water Main	10,916	LF			57.90									
48	F&I 6" Gate Valve with Box	23	EA			2,335.00									
49	F&I 8" Gate Valve with Box	15	EA			2,970.00									

No.	Bid Schedule 1, continued Item	Quantity	U/M	CCO No.	New Qty	Unit Price	Total This Request		Total Previous Requests		Total to Date		Percent Complete	
							Quantity	Amount	Quantity	Amount	Quantity	Amount		
51	F81 Fire Hydrant	13	EA			\$ 5,065.00								
52	F81 1" Saddle with Cooperation Stop	116	EA			\$ 575.00							46%	
53	F81 1" Cub Stop w/Box	316	EA			\$ 625.00							41%	
54	F81 1" Service Line	4,220	LF			\$ 40.00							41%	
55	F81 8" - 45 Bend	64	EA			\$ 830.00							45%	
56	F81 8" - 11.25 Bend	8	EA			\$ 810.00							19%	
57	F81 8" x 8" Tee	5	EA			\$ 1,135.00							0%	
58	F81 8" x 8" Tee	14	EA			\$ 1,040.00							40%	
59	F81 8" Cross	9	EA			\$ 1,475.00							43%	
60	4" Coupling for Permanent Connection to Existing Water	2	EA			\$ 1,750.00							56%	
61	6" Coupling for Permanent Connection to Existing Water	1	EA			\$ 2,500.00							100%	
62	Cup and Abandon Water Main	34	EA			\$ 550.00							100%	
63	12" Water Main Casing Pipe	300	LF			\$ 7,500.00							41%	
64	Temporary Water System	1	LS			\$ 0.55							13%	
65	Tracer Wire	10,916	LF			\$ 3,600.00							25%	
66	Locating Equipment	1	LS			\$ 3,000.00							10%	
67	Pipe Bending for Water Main	10,916	LF			\$ 39,050.00							32%	
68	Remove and Replace Topsoil	1	LS			\$ 115.05							75%	
69	Asphalt Concrete Pavement	8,900	TN			\$ 20.30							0%	
70	Aggregate Base Course	19,000	TN			\$ 7.05							25%	
71	Valley Gutter	3,750	SF			\$ 17.85							28%	
72	Concrete Sidewalk	11,500	SF			\$ 12.45							21%	
73	Concrete Curb & Gutter	16,508	LF			\$ 8.65							40%	
74	Concrete Fillets	6,010	SF			\$ 2.80							100%	
75	Concrete Driveways	12,500	SF			\$ 20,000.00							100%	
76	Geotextile Fabric	37,000	SY			\$ 13,200.00							100%	
CC01-1	6" AIS Foam Insert Valve - Open Left	2	EA	1	2	\$ 16,000.00							100%	
CC01-2	4" Line Stop	1	EA	1	1	\$ 950.00							100%	
CC01-3	8" Single Line Stop	1	EA	1	1	\$ 950.00							100%	
CC03-1	F81 12" PVC Storm Sewer	0	EA	3	25	\$ 65.00	1,820.00						100%	
CC03-2	F81 12" PVC Storm Sewer	0	LF	3	25	\$ 625.00	1,625.00						100%	
CC03-3	F81 10" PVC Storm Sewer	0	EA	3	3	\$ 750.00	2,250.00						100%	
CC03-4	Reconnect to Existing Storm Sewer	0	EA	3	1	\$ 1,500.00	4,500.00						100%	
CC03-5	12" X 10" Wye Storm Sewer	0	EA	3	1	\$ 1,000.00	3,000.00						100%	
CC03-6	12" PVC 90 degree bend Storm Sewer	0	EA	3	64	\$ 14.00	896.00						100%	
CC03-7	Pipe Insulation	0	LF	3	37	\$ 48.00	1,776.00						100%	
CC03-8	F81 4" PVC Watermain	0	LF	3	18	\$ 54.75	985.50						100%	
CC03-9	F81 6" PVC Watermain	0	LF	3	18	\$ 2,000.00	36,000.00						100%	
CC03-10	4" Gate Valve W/Box	0	EA	3	1	\$ 950.00	2,850.00						100%	
CC03-11	F81 8" x 8" Tee	0	EA	3	1	\$ 650.00	1,950.00						100%	
CC03-12	F81 8" x 8" Tee	0	EA	3	1	\$ 500.00	1,500.00						100%	
CC03-13	F81 4" 45 degree bend	0	EA	3	2	\$ 935.00	2,805.00						100%	
CC03-14	F81 8" 22.5 degree bend	0	EA	3	1	\$ 800.00	2,400.00						100%	
CC03-15	6" Cleanout	0	EA	3	1	\$ 900.00	2,700.00						100%	
CC03-16	6" Cleanout	0	EA	3	1	\$ 900.00	2,700.00						100%	
CC03-17	Curb & Gutter Handwork	0	LF	3	560	\$ 28.75	16,080.00						100%	
							\$ 18,695.00	\$ 27,137.50	\$ 846,978.69	\$ 882,836.79	\$ 965,673.69	\$ 909,964.29	\$	31%

Bid Schedule 1 Totals

No.		Item		UM		CO No.		New Qty		Unit Price		Quantity		Total This Request		Total Previous Requests		Total To Date		Percent Complete		
												City		City		City		City		City		
												Sewer		Sewer		Sewer		Water		Water		
												Amount		Amount		Amount		Amount		Amount		
A1	1	LS	137,700.00																			0%
A2	1	LS	1,500.00																			0%
A3	10	HR	125.00																			0%
A4	1	DAVS	500.00																			0%
A5	3	EA	110.00																			0%
A6	1	EA	355.00																			0%
A7	10	HR	200.00																			0%
A8	173	LB	16.20																			0%
A9	74	LF	1.10																			0%
A10	1	TN	1,801.00																			0%
A11	20	FT	5.40																			0%
A12	1	LS	2,500.00																			0%
A13	1,519	SF	0.76																			0%
A14	2,844	LF	2.45																			0%
A15	5,680	SY	2.95																			0%
A16	1	EA	700.00																			0%
A17	2	EA	167.00																			0%
A18	2,755	CF	6.85																			0%
A19	109	LF	8.00																			0%
A20	5	LF	30.00																			0%
A21	1	LS	1,660.00																			0%
A22	10	EA	660.00																			0%
A23	2	EA	850.00																			0%
A24	48	EA	3,500.00																			0%
A25	48	EA	3,975.00																			0%
A26	3	EA	1,500.00																			0%
A26a	1,355	LF	79.00																			0%
A27	924	LF	47.75																			0%
A28	32	EA	310.00																			0%
A29	23	EA	850.00																			0%
A30	2	EA	940.00																			0%
A31	2	EA	1,000.00																			0%
A32	1	LS	1,000.00																			0%
A33	1,355	LF	2.40																			0%
A34	1,355	LF	13.00																			0%
A34a	24	LF	46.75																			0%
A35	1,464	LF	58.50																			0%
A35a	2	EA	2,335.00																			0%
A36	1	EA	2,970.00																			0%
A37	2	EA	5,065.00																			0%
A38	23	EA	525.00																			0%
A39	23	EA	625.00																			0%
A40	6	EA	40.00																			0%
A41	3	EA	830.00																			0%
A42	3	EA	810.00																			0%
A43	1	EA	1,090.00																			0%
A44	1	EA	1,750.00																			0%
A45	6	EA	2,500.00																			0%
A46	6	EA	500.00																			0%
A47	1	LS	0.55																			0%
A48	1,464	LF	9.00																			0%
A49	1	LS	7,995.00																			0%
A50	1,425	TN	120.00																			0%
A51	3,550	TN	70.00																			0%
A52	710	SF	7.05																			0%
A53	2,884	LF	18.40																			0%
A54	850	SF	12.45																			0%
A55	915	SF	8.65																			0%
A57	6,178	SY	2.80																			0%

Application for Payment  
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No.	Bid Schedule 3 Item	Quantity	UM	C/O No.	New Qty	Unit Price	Total This Request		Total Previous Requests		Total To Date		Percent Complete
							Quantity	Amount	Quantity	Amount	Quantity	Amount	
B1	Mobilization	1	LS			\$ 45,115.00							0%
B2	Traffic Control, Miscellaneous	1	LS			\$ 1,000.00							0%
B3	Exploratory Excavation	5	HR			\$ 125.00							0%
B4	Dewatering	1	DAYS			\$ 1.00							0%
B5	Temporary Mailbox	1	EA			\$ 110.00							0%
B6	F&I Concrete Washcoats	5	EA			\$ 355.00							0%
B7	Street Sweeping	5	HR			\$ 200.00							0%
B8	Type D Permanent Seed Mixture	71	LB			\$ 16.20							0%
B9	Fertilizing	31	LB			\$ 1.10							0%
B10	Fiber Mulching	0	TN			\$ 1,801.00							0%
B11	High Flow Silt Fence	20	FT			\$ 5.40							0%
B12	Sediment Control at Inlet with Frame & Grate	2	EA			\$ 92.00							0%
B13	SWPPP/Erosion Control	1	LS			\$ 500.00							0%
B14	Remove Miscellaneous Concrete	687	SF			\$ 1.10							0%
B15	Remove Concrete Curb & Gutter	1,034	LF			\$ 2.45							0%
B16	Remove Asphalt Pavement	2,100	SF			\$ 2.95							0%
B17	Remove and Salvage Fire Hydrants	1	EA			\$ 700.00							0%
B18	Unclassified Excavation	550	CY			\$ 6.90							0%
B19	Saw Existing Asphalt	37	LF			\$ 10.00							0%
B20	Saw Existing Concrete	5	LF			\$ 30.00							0%
B21	Clearing	1	LS			\$ 1,080.00							0%
B22	Clear and Grub Tree	5	EA			\$ 660.00							0%
B23	Remove Sediment Control at Inlet with Frame & Grate	2	EA			\$ 50.00							0%
B23*	F&I 8" PVC Water Main	517	LF			\$ 59.00							0%
B24	F&I 8" Gate Valve with Box	1	EA			\$ 2,970.00							0%
B25	F&I 1" Saddle with Corporation Stop	7	EA			\$ 275.00							0%
B26	F&I 1" Curb Stop w/Box	7	EA			\$ 625.00							0%
B27	F&I 1" Service Line	243	LF			\$ 40.00							0%
B27	F&I 8" - 11.25 Bend	1	EA			\$ 810.00							0%
B28	4" Coupling for Permanent Connection to Existing Water	1	EA			\$ 1,750.00							0%
B29	Temporary Water System	1	LS			\$ 500.00							0%
B30	Tracer Wire	517	LF			\$ 0.55							0%
B31	Pipe Bedding for Water Main	517	LF			\$ 9.00							0%
B32	Remove and Replace Topsoil	1	LS			\$ 2,750.00							0%
B33	Asphalt Concrete Pavement	500	TN			\$ 120.00							0%
B34	Aggregate Base Course	950	TN			\$ 20.40							0%
B35	Concrete Sidewalk	400	SF			\$ 7.05							0%
B36	Concrete Curb & Gutter	1,034	LF			\$ 18.40							0%
B37	Concrete Fillets	340	SF			\$ 17.15							0%
B38	Concrete Driveways	412	SF			\$ 8.65							0%
B39	Geotextile Fabric	2,124	SF			\$ 2.80							0%
<b>Bid Schedule 3 Totals</b>													0%
							\$ 18,695.00	\$ 27,137.50	\$ 882,826.79	\$ 946,978.69	\$ 909,964.29	\$ 965,673.69	27%

Application for Payment  
Page 06/2/16 - 4 of 4

**PAYMENTS**

	1	2	3	4	5	6	7	8	9	Total
Sewer	\$ 187,444.95	\$ 129,783.57	\$ 91,521.15	\$ 41,930.49	\$ 28,127.12	\$ 212,632.35	\$ 125,481.40	\$ 107,586.10		\$ 924,507.13
Water	\$ 422,886.16	\$ 20,549.64	\$ 73,995.83	\$ 78,208.72	\$ 142,435.70	\$ 142,225.45	\$ 169,234.06	\$ 9,212.49		\$ 1,058,748.05
City										\$ -

	10	11	12	13	14	15	16	17	18	Total
Sewer										\$ -
Water										\$ -
City										\$ -
<b>Sewer Total:</b>										\$ 924,507.13
<b>Water Total:</b>										\$ 1,058,748.05
<b>City Total:</b>										\$ -

CHANGE ORDERS	
DESCRIPTION	AMOUNT
1	\$ 69,200.00
2	\$ -
3	\$ 45,832.50
4	\$ -
5	\$ -
<b>Total</b>	\$ 115,032.50

STOCKPILE MATERIAL		PREVIOUS STOCK	MATERIAL IN	MATERIAL OUT	REMAINING QTY	UNIT PRICE	AMOUNT
6	Storm Sewer Inlet Grate	0		0	0.0	\$ 458.70	\$ -
34	Frame and Cover	13		0	13.0	\$ 631.22	\$ 8,205.86
35	F&I 8" Sanitary Sewer Line	4243		0	4243.0	\$ 8.74	\$ 37,083.82
36	F&I 10" Sanitary Sewer Line	114		0	114.0	\$ 13.70	\$ 1,561.80
37	F&I 4" Sanitary Sewer Service Pipe	2074		0	2074.0	\$ 2.10	\$ 4,355.40
38	F&I 6" Sanitary Service Pipe	124		0	124.0	\$ 4.94	\$ 612.56
39	F&I 8" x 4" Sanitary Sewer Wye	61		0	61.0	\$ 55.87	\$ 3,408.07
40	F&I 8" x 6" Sanitary Sewer Wye	3		0	3.0	\$ 69.04	\$ 207.12
40A	F&I 10" x 4" Sanitary Sewer Wye	2		0	2.0	\$ 176.10	\$ 352.20
41	Reconnect Sewer Service	61		0	61.0	\$ 34.76	\$ 2,120.36
42	F&I 4" Sanitary Sewer Service Clean Outs	12		0	12.0	\$ 300.27	\$ 3,603.24
43	Reconnect to Existing Sanitary Sewer Mains	5		0	5.0	\$ 67.06	\$ 335.30
44	Plug/Cap Existing 8" Sanitary Mains	1		0	1.0	\$ 63.05	\$ 63.05
48A	F&I 6" Fire Hydrant Lead	76		0	76.0	\$ 11.05	\$ 839.80
49	F&I 8" PVC Water Main	7439		0	7439.0	\$ 18.46	\$ 137,323.94
49A	F&I 6" Gate Valve with Box	6		0	6.0	\$ 349.71	\$ 2,098.26
50	F&I 8" Gate Valve with Box	7		0	7.0	\$ 349.71	\$ 2,447.97
51	Fire Hydrant	7		0	7.0	\$ 3,779.30	\$ 26,455.10
52	F&I 1" Saddle with Corporation Stop	68		0	68.0	\$ 255.09	\$ 17,346.12
53	F&I 1" Curb Stop w/Box	68		0	68.0	\$ 223.96	\$ 15,229.28
54	F&I 1" Service Line	2372		0	2372.0	\$ 0.80	\$ 1,897.60
55	F&I 8" - 45 Bend	52		0	52.0	\$ 185.97	\$ 9,670.44
56	F&I 8" - 11.25 Bend	8		0	8.0	\$ 166.22	\$ 1,329.76
57	F&I 8"x8"x8" Tee	3		0	3.0	\$ 341.50	\$ 1,024.50
58	F&I 8"x8"x6" Tee	8		0	8.0	\$ 288.01	\$ 2,304.08
59	F&I 8" Cross	4		0	4.0	\$ 506.89	\$ 2,027.56
63	12" Water Main Casing Pipe	260		0	260.0	\$ 31.83	\$ 8,275.80
A27	F&I 4" Sanitary Sewer Service Pipe	924		0	924.0	\$ 2.10	\$ 1,940.40
A28	F&I 8" x 4" Sanitary Sewer Wye	23		0	23.0	\$ 55.87	\$ 1,285.01
A29	Reconnect Sewer Service	23		0	23.0	\$ 34.76	\$ 799.48
A30	F&I 4" Sanitary Sewer Service Clean Outs	2		0	2.0	\$ 300.27	\$ 600.54
A31	Reconnect to Existing Sanitary Sewer Mains	1		0	1.0	\$ 87.56	\$ 87.56
A34a	F&I 6" Fire Hydrant Lead	24		0	24.0	\$ 11.05	\$ 265.20
A35	F&I 8" PVC Water Main	1464		0	1464.0	\$ 18.46	\$ 27,025.44
A35a	F&I 6" Gate Valve with Box	2		0	2.0	\$ 349.71	\$ 699.42
A36	F&I 8" Gate Valve with Box	1		0	1.0	\$ 349.71	\$ 349.71
A37	Fire Hydrant	2		0	2.0	\$ 3,779.30	\$ 7,558.60
A38	F&I 1" Saddle with Corporation Stop	23		0	23.0	\$ 255.06	\$ 5,866.38
A39	F&I 1" Curb Stop w/Box	23		0	23.0	\$ 223.96	\$ 5,151.08
65	Tracer Wire	9034		0	9034.0	\$ 0.19	\$ 1,716.46
A26	Frame and Cover	3		0	3.0	\$ 631.22	\$ 1,893.66
A26a	F&I 8" Sanitary Sewer Line	1340		0	1340.0	\$ 8.74	\$ 11,711.60
A40	F&I 1" Service Line	885		0	885.0	\$ 0.80	\$ 708.00
A41	F&I 8" - 45 Bend	6		0	6.0	\$ 185.97	\$ 1,115.82
A42	F&I 8" - 11.25 Bend	3		0	3.0	\$ 166.22	\$ 498.66
A43	F&I 8"x8"x6" Tee	1		0	1.0	\$ 288.01	\$ 288.01
A48	Tracer Wire	1464		0	1464.0	\$ 0.19	\$ 278.16
B22	F&I 8" PVC Water Main	517		0	517.0	\$ 18.46	\$ 9,543.82
B23	F&I 6" Gate Valve with Box	1		0	1.0	\$ 349.71	\$ 349.71
B24	F&I 1" Saddle with Corporation Stop	7		0	7.0	\$ 255.09	\$ 1,785.63
B25	F&I 1" Curb Stop w/Box	7		0	7.0	\$ 223.96	\$ 1,567.72
B26	F&I 1" Service Line	243		0	243.0	\$ 0.80	\$ 194.40
B27	F&I 8" - 11.25 Bend	1		0	1.0	\$ 166.22	\$ 166.22
B30	Tracer Wire	517		0	517.0	\$ 0.19	\$ 98.23

Total Sewer	\$ 80,163.98
Total Water	\$ 293,559.93
Total City	\$ -

# Agenda Action Form Flandreau City Council

Meeting Date: 2/2/2026

**Title:** Amendment to Asphalt Treatment Contract with Banner Associates

Motion       Resolution       Ordinance       Other

**Background Information:** Due to adverse weather conditions in the fall of 2025, Astech Corp was unable to fulfill its contractual obligations with the City of Flandreau to apply a seal coat and fog seal on Bridge Avenue and Prospect Avenue. Astech Corp has agreed to honor the bid prices from the original contract and perform the chip seal work in 2026. In addition, Astech Corp has agreed to honor the 2025 bid prices for any additional chip seal work that may be deemed necessary by the City. As a result, City staff has requested that Banner Associates provide an amendment to the original Engineering Services Agreement to include site visits, plan preparation, contract administration, and construction observation for any additional chip seal work the City elects to complete in 2026. The majority of the engineering work associated with the 2025 Chip Seal project has already been completed and paid to Banner Associates.

**Justification:** Generally, seal coat projects have improved both the quality and longevity of City roadways. In addition, the fog seal creates a surface that allows aggregate to adhere to the roadway for a longer period of time. By utilizing the 2025 bid prices, the City has a strong opportunity to maximize the amount of seal coating completed while remaining within established budgetary limits. Approving an amendment to the Engineering Services Agreement with Banner Associates allows the City to avoid duplicating bidding and document preparation costs.

**Financial Consideration:** The original Engineering Services Agreement with Banner Associates included an estimated cost of \$4,400, of which \$2,640 was paid in 2025. The proposed Engineering Contract Amendment estimates an additional \$3,250 in fees for project verification, plan preparation, construction administration, and construction observation. Approval of the amendment would bring the total engineering fees for the 2025 and 2026 chip seal projects to \$7,650, with \$5,010 anticipated to be invoiced in 2026. The 2026 budget includes \$80,000 for the Chip Seal project. Approximately \$39,000 of this amount has already been obligated to the 2025 improvements, leaving an estimated \$36,000 available for chip seal work in 2026.

**City Administrator's Recommendation:** Approval

**Attachments:** 2025 Engineering Agreement, 2026 Engineering Amendment, and Bid Award.



Original  
Contract

Banner Associates, Inc.  
409 22nd Ave S  
Brookings, SD 57006  
Tel 605.692.6342  
Toll Free 855.323.6342

December 11, 2024

Mr. Cohl Turnquist  
City of Flandreau  
1005 W. Elm Ave.  
Flandreau, SD 57028-1404

Re: Letter of Contract – Multi-Community Asphalt Surface Treatment Project  
Flandreau, SD

Dear Mr. Turnquist:

Banner Associates, Inc. ("Banner") is pleased to submit this letter of contract for Engineering Services for an asphalt surface treatment (AST) project in Flandreau, SD.

#### Engineering Scope of Services

##### Task No. 1 – Plan Preparation

- Site visit to perform measurements.
- Plan sets to include:
  - Title Sheet
  - Estimate of Quantities
  - General Notes
  - Typical Sections
  - Traffic Control Plan, Notes, and Details
  - City map identifying AST improvements
- Project Manual to include:
  - Advertisement
  - Front End Documents
  - Bid Form
  - Specifications as needed that are not within the 2015 SDDOT Standard Specifications for Roads and Bridges

##### Task No. 2 - Bidding

- Advertisement of the project.
- Distribution of construction documents to potential bidders.
- Answer bidder questions.
- Organize the bid opening and opening bids.
- Evaluation of bids and recommendation of award.

##### Task No. 3 - Construction Contract Administration

- Administer virtual pre-construction meeting

# BANNER

- Review shop drawings
- Process Contractor pay requests and change orders.
- Contractor and Owner communication to answer construction related questions.
- Prepare punchlist
- Final inspection
- Project closeout

## Task No. 4 - Construction Observation:

- Estimate 8 hours of observation (including travel time assuming 2 trips)
- Prepare field reports

## Submittals:

These services include Banner providing:

- Construction Plans and Project Manual

## Assumptions:

- City will provide map of improvements needed for quantity calculations.
- For Task 2, Banner assumes staff will not need to attend the council meeting to award the bid.
- For Task 3, Banner assumes the pre-construction meeting will be held in either the Banner Brookings or Sioux Falls office with virtual attendance available.
- For Task 3, Banner assumes 1 trip for the punch list/final inspection.

## Exclusions:

Based on our understanding of the project, the following items are excluded from our Scope of Services:

- Site Visit to Identify Project Limits and Measure Field Quantities
- Construction observation
- Materials Testing
- Construction Plans of Record

## Client Obligations:

- Owner supplied data or documents
- Timely review and approval plans



Engineering Services Compensation:

We are proposing to complete the above-described Engineering for Lump Sum amount of \$4,400 plus applicable taxes. These fees do not include cost for any permits required by agencies for review. Any work that falls outside this scope will be billed separately based on our hourly rates in accordance with the attached fee schedule.

Time Schedule of Work:

1. Plan Preparation – Complete by March 1, 2025
2. Bid Opening – April 1, 2025
3. Substantial Completion – September 13, 2025
4. Final Completion – September 27, 2025

This Letter of Contract incorporates and includes Banner’s Schedule of Labor Rates and Expenses and General Conditions.

If you have any questions regarding this contract, please do not hesitate to contact me at (855) 323-6342 or [patc@bannerassociates.com](mailto:patc@bannerassociates.com).

Sincerely,

Pat Carey, PE  
Sr. Vice President

Enclosures:

- 1) Schedule of Labor Rates/General Conditions

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this 16<sup>th</sup> day of December

By:

Owner: City of Flandreau



Banner Associates, Inc.  
 409 12nd Avenue South  
 Brookings, SD 57006  
 Tel: 605.692.3312  
 Toll Free 855.323.6312

## SCHEDULE OF LABOR RATES AND EXPENSES

### January 2024

Administrative .....	\$65.00 to \$185.00/Hour
Surveying/Geomatics .....	\$75.00 to \$170.00/Hour
Technicians.....	\$75.00 to \$130.00/Hour
Environmental Scientist.....	\$75.00 to \$175.00/Hour
Staff Engineer .....	\$95.00 to \$120.00/Hour
Project Engineer .....	\$110.00 to \$175.00/Hour
Project Manager .....	\$140.00 to \$275.00/Hour

1. Meals at State Rates.
2. Lodging at actual cost.
3. Reimbursables:
 

Mileage.....	\$0.73/Mile
Photocopy .....	0.05/Copy
Black & White 11x17 Laser Prints.....	0.10/Sheet
4. All other direct project expenses at actual cost of materials.

Rates are subject to change annually.

## GENERAL CONDITIONS

**Agreement.** The entire Agreement between the Client and Banner shall consist of the Letter of Contract, the Schedule of Labor Rates and Expenses and these General Conditions ("Agreement"). The Agreement represents the entire, integrated Agreement and supersedes all other negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written agreement of the Parties. Banner's services are limited to those specifically identified in the Agreement.

**Authorization to Proceed.** Execution of this Agreement by the Client will be authorization for Banner to proceed with the Services, unless otherwise provided in the Agreement.

**Cost Opinions.** Any opinion of cost provided by Banner will be on a basis of experience and judgment, but, since construction costs are dependent upon many market and other conditions over which Banner has no control, Banner shall not be responsible for variations between actual costs and any opinion of cost.

**Standard of Care.** In the performance of its professional services, Banner will use that degree of care and skill ordinarily exercised by similarly situated professionals under like and similar circumstances. No express or implied warranties are applicable to, or provided with, any of Banner's services

**Payment.** Monthly invoices will include charges incurred during the preceding month. Payment of the invoice is due within thirty (30) days following the date of the invoice. A charge of one and one-half percent (1 1/2%) per month, or the maximum legal rate for commercial accounts, whichever is less, will be charged for late payment. Client shall be responsible for reimbursing Banner for all costs incurred in collecting delinquent amounts owed by Client.

**Termination.** This Agreement may be terminated for convenience upon 30 days' written notice, or for cause, if either party fails to substantially perform as required under the Agreement through no fault of the other party and does not commence to diligently correct such nonperformance within 5 days of receipt of written notice. Upon termination, Banner will be paid for all services authorized and performed up to the termination date plus reasonable termination expenses incurred by Banner as a result of the termination.. This Agreement will otherwise terminate upon completion of all applicable requirements of the Agreement. The Indemnity and Limitation of Liability Provision shall survive any termination of this Agreement.

**Indemnity and Limitation of Liability.** The Client agrees to defend, indemnify and hold Banner and its professionals, officers, employees representatives and agents harmless from and against all claims, costs, expenses (including attorney's fees and expenses) asserted against Banner in connection with the Project, including, but not limited to claims involving hazardous substances, except to the extent caused by the sole negligence of Banner. Banner's liability to the Client for losses, damages or injuries arising out of the performance of Banner's services or the Project will be limited to a sum not to exceed the greater of \$50,000 or Banner's fee (to a maximum of \$1,000,000 or the amount of any insurance available to cover such liability if less than \$1,000,000).

**Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Hazardous Substances.** Unless specifically stated in this Agreement, Banner shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site

**Interpretation.** This Agreement and any claims or disputes arising out of, or relating to, the Agreement shall be governed by the laws of the State of South Dakota, other than any choice of law provisions under South Dakota law.

**No Third Party Beneficiaries.** This Agreement is for the sole benefit of Client and Banner and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party against either Client or Banner.

**Responsibility for Construction.** The Client agrees that in accordance with generally accepted construction industry standards, Banner shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, since they are solely the responsibility of the contractor, and Banner shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, including, but not limited to the contractor's failure to perform its work in accordance with industry standards and the requirements of any plans and specifications.



Banner Associates, Inc.  
409 22nd Ave S  
Brookings, SD 57006  
Tel 605.692.6342  
Toll Free 855.323.6342

April 17, 2025

Flandreau City Council  
1005 W. Elm Ave.  
Flandreau, SD 57028

RE: Multi-Community Asphalt Surface Treatment – 2025  
Bid Results

Dear City Council Members:

On April 16, 2025, Banner Associates Inc received bids for the above referenced project. The work involves an asphalt surface treatment and fog seal on City streets.

A total of two (2) Bids were received, opened, and read aloud by myself for the five bid schedules, two alternates, and sum total. The Engineer's Estimate for all bid schedules was \$339,911.00. The bids received for the base bid were as follows: \$318,799.44 (Astech Corp.), \$391,357.70 (Bituminous Paving Inc.), The Engineers Estimate for Schedule C (Flandreau) was \$35,592.00. The bids received for Schedule C were as follows: \$35,027.20 (Astech Corp.), \$45,527.00 (Bituminous Paving Inc.) All bids received were accompanied by 10% Bid Bonds. A Certified Bid Tabulation is attached for your review.

Astech Corp. from St. Cloud, MN is deemed to be the low, responsive, responsible Bidder for the City Council to consider for award in the amount of \$35,027.20 at their April 21<sup>st</sup> meeting.

If you have any questions or need anything further, please do not hesitate to contact me at (855) 323-6342 or by email at [justinb@bannerassociates.com](mailto:justinb@bannerassociates.com).

Sincerely,

A handwritten signature in blue ink that reads "Justin Bucher".

Justin Bucher, PE  
Banner Associates, Inc.  
Enclosure





January 28, 2026

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

Re: Contract Amendment – Multi-Community Asphalt Surface Treatment Project  
Flandreau, SD

Dear Mr. Turnquist:

Banner Associates, Inc. (“Banner”) is pleased to submit this Contract Amendment for Engineering Services for an asphalt surface treatment (AST) project in Flandreau, SD. This amendment will modify the original Letter of Contract signed on December 16, 2024.

The City has requested to add work on the 2025 AST project by change order. Some of the engineering services for the additional work can be covered under the original letter of contract. The following are additional services needed to support preparation of the change-order documentation, administer the expanded construction contract, and provide construction observation and project closeout services. The additional work to be completed will be identified as “2026 AST Improvements”.

#### Engineering Scope of Services

##### Task No. 1 – Site Visit to Identify Project Limits and Measure Field Quantities

- Meet with City Staff to identify additional project limits and obtain measurements.

##### Task No. 2 – Plan Preparation

- Prepare revised plan sheets to include:
  - Revised Estimate of Quantities
  - Revised City map identifying AST improvements

##### Task No. 3 – Bidding – NO ADDITIONAL SERVICES TO COMPLETE BIDDING

##### Task No. 4 – Construction Contract Administration

- Prepare Contractor contract change order with cover letter

##### Task No. 5 - Construction Observation:

- Estimate 6 additional hours of observation from original Contract (including travel time assuming 1 additional trip)



Submittals:

These services include Banner providing:

- Revised construction plan sheets

Assumptions:

- For Task 1, Banner assumes 3 hours to meet with City staff to identify project limits and obtain measurements.
- For Task 2, Banner assumes that the City's construction budget is +/- \$40,000 with work to take place on 3<sup>rd</sup> Ave, Park Ave, Elm Ave, 12<sup>th</sup> St, 13<sup>th</sup> St, Kuhle St, and Anton Ave.

Engineering Services Compensation:

We are proposing to complete the above-described Engineering for the additional Lump Sum amount of \$3,250 plus applicable taxes. These fees do not include cost for any permits required by agencies for review. Any work that falls outside this scope will be billed separately based on our hourly rates in accordance with the attached fee schedule.

Time Schedule of Work:

1. Planning Meeting with City Staff – February 3, 2026
2. Plan Preparation – Complete by March 1, 2026
3. Prepare Change Order – April 1, 2025
4. Contractor allowed to start Construction – June 1, 2026
5. Substantial Completion – TBD dependent on Contractor Schedule
6. Final Completion – Substantial Completion + 2 weeks.

This Contract Amendment incorporates and includes Banner's Schedule of Labor Rates and Expenses and General Conditions.

If you have any questions regarding this contract, please do not hesitate to contact me at (855) 323-6342 or [patc@bannerassociates.com](mailto:patc@bannerassociates.com).

Sincerely,

Pat Carey, PE  
Sr. Vice President

Justin Bucher, PE  
Project Engineer

Enclosures:

- 1) Schedule of Labor Rates/General Conditions



ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this \_\_\_\_\_ day of \_\_\_\_\_

By: \_\_\_\_\_

Owner: \_\_\_\_\_



Banner Associates, Inc.  
409 22nd Ave S  
Brookings, SD 57006  
Tel 605.692.6342  
Toll Free 855.323.6342

## SCHEDULE OF LABOR RATES AND EXPENSES

January 2026

Administrative .....	\$65.00 to \$205.00/Hour
Surveying/Geomatics .....	\$85.00 to \$190.00/Hour
Technicians.....	\$80.00 to \$140.00/Hour
Environmental Scientist.....	\$85.00 to \$195.00/Hour
Staff Engineer .....	\$100.00 to \$165.00/Hour
Project Engineer .....	\$120.00 to \$170.00/Hour
Project Manager .....	\$155.00 to \$295.00/Hour

1. Meals at State Rates.
2. Lodging at actual cost.
3. Reimbursables:  
    Mileage..... \$0.89/mile
4. All other direct project expenses at actual cost of materials.

Rates are subject to change annually.

## GENERAL CONDITIONS

**Agreement.** The entire Agreement between the Client and Banner shall consist of the Letter of Contract, the Schedule of Labor Rates and Expenses and these General Conditions ("Agreement"). The Agreement represents the entire, integrated Agreement and supersedes all other negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written agreement of the Parties. Banner's services are limited to those specifically identified in the Agreement.

**Authorization to Proceed.** Execution of this Agreement by the Client will be authorization for Banner to proceed with the Services, unless otherwise provided in the Agreement.

**Cost Opinions.** Any opinion of cost provided by Banner will be on a basis of experience and judgment, but, since construction costs are dependent upon many market and other conditions over which Banner has no control, Banner shall not be responsible for variations between actual costs and any opinion of cost.

**Standard of Care.** In the performance of its professional services, Banner will use that degree of care and skill ordinarily exercised by similarly situated professionals under like and similar circumstances. No express or implied warranties are applicable to, or provided with, any of Banner's services

**Payment.** Monthly invoices will include charges incurred during the preceding month. Payment of the invoice is due within thirty (30) days following the date of the invoice. A charge of one and one-half percent (1 1/2%) per month, or the maximum legal rate for commercial accounts, whichever is less, will be charged for late payment. Client shall be responsible for reimbursing Banner for all costs incurred in collecting delinquent amounts owed by Client.

**Termination.** This Agreement may be terminated for convenience upon 30 days' written notice, or for cause, if either party fails to substantially perform as required under the Agreement through no fault of the other party and does not commence to diligently correct such nonperformance within 5 days of receipt of written notice. Upon termination, Banner will be paid for all services authorized and performed up to the termination date plus reasonable termination expenses incurred by Banner as a result of the termination.. This Agreement will otherwise terminate upon completion of all applicable requirements of the Agreement. The Indemnity and Limitation of Liability Provision shall survive any termination of this Agreement.

**Indemnity and Limitation of Liability.** The Client agrees to defend, indemnify and hold Banner and its professionals, officers, employees representatives and agents harmless from and against all claims, costs, expenses (including attorney's fees and expenses) asserted against Banner in connection with the Project, including, but not limited to claims involving hazardous substances, except to the extent caused by the sole negligence of Banner. Banner's liability to the Client for losses, damages or injuries arising out of the performance of Banner's services or the Project will be limited to a sum not to exceed the greater of \$50,000 or Banner's fee (to a maximum of \$1,000,000 or the amount of any insurance available to cover such liability if less than \$1,000,000).

**Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Hazardous Substances.** Unless specifically stated in this Agreement, Banner shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site

**Interpretation.** This Agreement and any claims or disputes arising out of, or relating to, the Agreement shall be governed by the laws of the State of South Dakota, other than any choice of law provisions under South Dakota law.

**No Third Party Beneficiaries.** This Agreement is for the sole benefit of Client and Banner and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party against either Client or Banner.

**Responsibility for Construction.** The Client agrees that in accordance with generally accepted construction industry standards, Banner shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, since they are solely the responsibility of the contractor, and Banner shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, including, but not limited to the contractor's failure to perform its work in accordance with industry standards and the requirements of any plans and specifications.