



City of Flandreau City Council Meeting

Agenda

6:30 p.m., Monday
July 15th, 2019
City Council Chambers
1005 W. Elm Avenue
Flandreau, SD

Meeting called by: Mayor Bonrud
Type of meeting: Regular

Agenda topics

Pledge of Allegiance

Alderman Bjerke

2

Adopt Agenda

2

Approve Minutes – July 5th, 2019

2

Approve Minutes – July 8th, 2019

2

Approve Bills

Public Comments

Department and Administrative Reports

5

Mayor's Report

Mayor Bonrud

5

City Administrator's Report

Jeff Pederson

2

Approve Administrative Reports

Old Business

10

Zandt Building Repair Plan

5

Award Bid – Asbestos Removal

5 Award Bid – Demolition

New Business

10 Proposal for Bicycle Lane and Road Share on
First Avenue

Council Comments

Special notes: Other business properly referred to the City
Council.

Jeff Pederson
City Administrator

Distribution:

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

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

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

**COUNCIL PROCEEDINGS
July 5th, 2019**

The City Council of the City of Flandreau, South Dakota, met in special session on Friday, July 5th, 2019 at 2:00 p.m. at the City Council Chambers, 1005 W. Elm Avenue, Flandreau, SD.

Present: Mayor Mark Bonrud. Aldermen: Brad Bjerke, Bob Pesall, Dan Sutton, Karen Tufty, Jason Unger, and Donald Whitman. Absent: None. Also present were Jeff Pederson and Karen Gundvaldson, City of Flandreau; Dwane Muth and Leslie Hurley, Fat Boys Bar; Nitza Rubenstein, Fajita's Bar and Grill; Kelley Ramsdell, Riverside Park Days; Pierre Trevithick, visitor; and Brenda Wade Schmidt, Moody County Enterprise.

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

Public Comments: Pierre Trevithick, visiting from Longmont, Colorado, expressed appreciation to the committee responsible for events associated with the Sesquicentennial celebration. Having lived in the area many years ago, he thoroughly enjoyed the activities and sense of community shown during the holiday weekend.

Those in attendance associated with the upcoming street dance were asked for comments in light of the recent falling blocks from the Zandt building and the extension of the fence on the west side of the building that has eliminated through traffic on Wind Street. Discussion was held regarding safety of those attending the street dance and the need to relocate the dance to 2nd Avenue as the area of the building collapse would be too close should it remain on S. Wind Street. Also discussed was whether businesses on Wind Street should close with the opinion being businesses should complete their own risk analysis to determine whether to close or remain open.

Motion by Whitman and seconded by Bjerke to close 2nd Avenue between Wind and Center Streets and move the street dance to the this new location as well as amend temporary on-sale liquor licenses issued to Bar X Bar, Fajita's Bar and Grill, Fat Boys Bar, and Wind Street Station to allow sale and consumption on 2nd Avenue between Wind and Center Streets as opposed to the previously approved site of Wind Street between 2nd and Pipestone Avenues. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

There were no Council Comments.

The Mayor declared the meeting adjourned at 2:20 p.m.

Mark Bonrud
Mayor

ATTEST:

Jeff Pederson
City Administrator

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

**COUNCIL PROCEEDINGS
July 8th, 2019**

The City Council of the City of Flandreau, South Dakota, met in special session on Monday, July 8th, 2019 at 5:00 p.m. at the City Council Chambers, 1005 W. Elm Avenue, Flandreau, SD.

Present: Mayor Mark Bonrud. Aldermen: Brad Bjerke, Bob Pesall, Dan Sutton, Karen Tufty, Jason Unger, and Donald Whitman. Absent: None. Also present were Jeff Pederson and Karen Gundvaldson, City of Flandreau; Corey Bruning, City Attorney; Jim Zandt, property owner; Dave Obenauer, High Rise of Sioux Falls, Inc.; Allison Claflin, Claflin Excavating; and Brenda Wade Schmidt, Moody County Enterprise.

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

Motion by Whitman and seconded by Tufty to approve the minutes of July 1st, 2019. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

Motion by Unger and seconded by Whitman to allow the following claims for the City and to pay them: Payroll 7/3/2019: (20141-20165) general, 24,762.73; 3rd penny, 221.40; water, 3,560.50; electric, 7,103.15; sewer, 3,155.52; airport, 136.55; solid waste, 449.10; (20222) Ahlers Automotive, repairs, 3,903.02; Big Sioux Comm Water System, water purchase, 17,361.54; Booster Publishing, advertising, 763.80; Cardmember Services, supplies/conference, 1,642.66; Christiansen Complete Water, supplies, 25.04; City of Flandreau-Petty Cash, supplies, 15.80; Clark Engineering, professional fees, 6,506.98; Curt's Collision Center, repair, 154.95; Cybercoach, repairs/supplies, 254.93; Deere Company, gator, 8,326.72; Flandreau Public Schools, summer rec, 200.00; Flandreau Veterinary Clinic, K-9 expenses, 53.20; Graham Tire S.F., tires, 492.00; H & W Contracting, water & sewer project, 302,668.51; Hawkins, supplies, 25.00; Helms & Associates, airport, 2,385.29; John Henderson Const., water building, 31,190.45; Lauren McCafferty, summer rec, 100.00; Lori Williams, summer rec, 100.00; Mariana Pavlis, summer rec, 250.00; Maynards of Flandreau, supplies, 1,894.42; MidAmerican Energy, gas bill, 212.44; MN Municipal Utilities Assoc., training, 3,250.00; Moody County Enterprise, advertising, 366.63; Shalyn Peters, summer rec, 630.00; Sharon Wilts Dailey, supplies, 50.96; Sioux Valley Energy, electric, 140.00; Steve's Tire & Service, repairs, 249.79; Stuart C. Irby, safety testing/gloves, 74.89; Sturdevant's Auto, supplies, 808.82; Tyler Lumber Company, supplies, 2,266.17; United Systems Tech, contract, 4.80; Verizon Wireless, jet packs/cell phone, 377.83; (20254). The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

There were no Public Comments.

Motion by Unger and seconded by Bjerke to approve Pay Request Sixteen (16) from H & W Contracting in the amount of \$302,668.51 for the Water and

Wastewater Improvements Project. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

Mayor Bonrud requested an update from Jim Zandt regarding his property located at 101 and 103 E. 2nd Avenue. Dave Obenauer of High Rise of Sioux Falls, Inc., on behalf of Mr. Zandt, informed Council that he had been contracted by Mr. Zandt to repair the building by making the necessary repairs and/or modifications to make the building safe as opposed to demolishing the structure as ordered by Council at the May 23rd Special Council Meeting. Discussion was held regarding non-communication and missed deadlines by Mr. Zandt. The 45 days given to Mr. Zandt to abate the nuisance by demolishing the structure expired on July 7th and he is now presenting a contractor to repair the building previously determined by structural engineers to be unsalvageable. Numerous questions were asked of Mr. Obenauer regarding time lines, professional qualifications, references, samples and history of previous work completed of a similar nature. Some in attendance agree that repairing the building is preferable as the City would not incur asbestos removal and demolition costs but are hesitant as the building has suffered years of neglect and they feel it may be too late to attempt to salvage the structure. City Administrator Pederson shared that procedures would have to be in place to ensure the wall is shored up prior to consideration in moving the fence. In addition, a structural engineer should review the intended work and oversight needs to take place to determine if the deterioration will be remedied and the building will be sound. Also discussed was how the building issues have affected nearby business owners and their ability to conduct business due to street closures, etc. due to the deterioration and falling blocks. Concern was also expressed regarding unknown issues that may come to light while repairs were taking place and whether it would affect the timeline permitted to remedy the deteriorating building. Concern was expressed regarding needed repairs to the interior of the building should the outside be repaired and the building is deemed to be sound. City Attorney Bruning informed Council that they may proceed with asbestos removal and demolition immediately as the deadline given to Mr. Zandt to abate the nuisance on his own accord has expired.

Motion by Unger and seconded by Pesall to table awarding the bid for asbestos removal of the Zandt building until the July 15th Council Meeting. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

Motion by Whitman and seconded by Bjerker to table awarding the bid for demolition of the Zandt building until the July 15th Council Meeting. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

Motion by Unger and seconded by Bjerke to extend Mr. Zandt's deadline to abate the nuisance of his property at 101 and 103 E. 2nd Avenue on his own accord until Monday, July 15th, 2019 at noon, at which time a detailed plan for repairs of the building that has been reviewed and certified by a structural engineer will be presented to Council, which may or may not be approved; Council will then proceed with awarding a bid for asbestos removal and demolition of the property if the plan presented is not approved. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

Council Comments: Alderman Sutton shared that the recent Sesquicentennial / All-School Reunion parade was very successful and events scheduled during the celebration were well attended. The committee worked hard to adjust to the ever changing weather conditions. He also thanked City staff that assisted with events and finances regarding the celebration. Alderman Bjerke reported there was a great show of community and aviators at the recent Airport Fly-In; weather conditions were perfect for landing aircraft and 30-35 youth received plane rides from the Young Eagles program. Mayor Bonrud reiterated that recent events held in Flandreau were well received and enjoyed by all.

The Mayor declared the meeting adjourned at 6:25 p.m.

Mark Bonrud
Mayor

ATTEST:

Jeff Pederson
City Administrator

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

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	366	A-1	PORTABLE TOILETS, P.O. BOX 88504, SIOUX FALLS, SD, 57109							
	46826	07/04/19	HANDICAP UNIT RENTAL FOR 7/4-8/1	07/16/19	\$133.00	\$133.00	101-08-4240	Rentals	\$3,000.00	\$2,785.40
	46826	07/04/19	HANDICAP UNIT RENTAL-BANDSHELL	07/16/19	\$155.00	\$155.00	101-08-4810	Band Shell Expenses	\$1,500.00	\$1,255.48
	1670	BIG BEAR'S BBQ, LLC, 311 W PARK AVE, FLANDREAU, SD, 57028-1648			\$288.00	\$288.00				
	7-2019	07/06/19	SIXTEEN (16) COMPLIMENTARY MEAL VOUCHERS FOR CAR SHOW PARICIPANTS	07/16/19	\$160.00	\$160.00	101-01-4235	Promoting the City	\$7,500.00	(\$35,466.24)
	9	BIG SIOUX COMM WATER SYSTEM, . 23343 479TH AVE, EGAN, SD, 57024-6438			\$160.00	\$160.00				
	718000 PARK	07/01/19	WATER USAGE	07/16/19	\$94.35	\$94.35	101-08-4260	Utilities	\$6,200.00	\$4,075.00
	67000 AIRPORT	07/01/19	WATER USAGE	07/16/19	\$39.85	\$39.85	606-11-4280	Utilities	\$5,500.00	\$2,400.12
	12	BOB'S ELECTRIC, INC., 209 E. 2ND AVE., FLANDREAU, SD, 57028-1224			\$134.20	\$134.20				
	21943	06/30/19	SERVICE TO ADD OUTLETS AND CIRCUITS TO BAND SHELL	07/16/19	\$604.68	\$604.68	101-08-4250	Repairs	\$6,000.00	\$4,497.64
	21940	06/30/19	COMMUNITY CENTER MEN'S BATHROOM REMODEL	07/16/19	\$1,683.00	\$1,683.00	211-10-4340	Capital Outlay	\$57,500.00	\$46,030.10
	1213	BRUNING & LEWIS LAW FIRM, PLLC, P.O. BOX 347, 310 S. WIND STREET, FLANDREAU, SD, 57028-1738			\$2,287.68	\$2,287.68				
	6-2019	06/28/19	PROFESSIONAL FEES	07/16/19	\$1,012.50	\$1,012.50	101-01-4220	Professional Fees	\$23,000.00	\$18,900.00
	6-2019	06/28/19	PROFESSIONAL FEES	07/16/19	\$112.50	\$112.50	101-02-4220	Professional Fees	\$1,250.00	\$700.00
	6-2019	06/28/19	PROFESSIONAL FEES	07/16/19	\$93.75	\$93.75	602-31-4220	Professional Fees	\$1,000.00	\$1,000.00
	6-2019	06/28/19	PROFESSIONAL FEES	07/16/19	\$93.75	\$93.75	604-31-4220	Professional Fees	\$500.00	(\$6,006.98)
	928	BUTLER MACHINERY CO., BOX 9559, FARGO, ND, 58106-9559			\$1,312.50	\$1,312.50				
	04PS0609093	06/29/19	SUPPLIES	07/16/19	\$69.94	\$69.94	602-31-4250	Repairs	\$7,500.00	\$653.41
	1134	CHESTERMAN COMPANY, 4700 S LEWIS BLVD, SIOUX CITY, IA, 51106-9516			\$69.94	\$69.94				
	2220051	06/13/19	SUPPLIES	07/16/19	\$229.20	\$229.20	101-07-4260	Supplies	\$17,000.00	\$2,162.05
	2220159	06/20/19	SUPPLIES	07/16/19	\$75.00	\$75.00	101-07-4260	Supplies	\$17,000.00	\$2,162.05
	1721	CINTAS, PO BOX 650838, DALLAS, TX, 75265-0838			\$304.20	\$304.20				
	4025359006	07/08/19	MATS/BAR & KITCHEN TOWELS	07/16/19	\$162.16	\$162.16	101-10-4240	Rentals	\$0.00	(\$1,503.18)
	4025359006	07/08/19	MATS/BAR & KITCHEN TOWELS	07/16/19	\$33.77	\$33.77	602-32-4240	Rentals	\$0.00	(\$250.90)
	4025359006	07/08/19	MATS/BAR & KITCHEN TOWELS	07/16/19	\$33.77	\$33.77	603-32-4240	Rentals	\$0.00	(\$165.57)
	4025359006	07/08/19	MATS/BAR & KITCHEN TOWELS	07/16/19	\$33.77	\$33.77	604-32-4240	Rentals	\$0.00	(\$198.21)
					\$263.47	\$263.47				

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

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	29		EKERN HOME EQUIPMENT, INC., 815 2ND ST SOUTH, BROOKINGS, SD, 57006-3045							
	153340	06/12/19	FILTER/LABOR	07/16/19	\$79.99	\$79.99	101-02-4250	Repairs	\$8,000.00	(\$4,067.82)
	153577	06/18/19	FILTER	07/16/19	\$10.99	\$10.99	101-07-4260	Supplies	\$17,000.00	\$2,162.05
	153180	06/10/19	WAYNE SUMP PUMP/EXTENSION CARD/BUSING/GARDEN HOSE ADAPTER	07/16/19	\$188.96	\$188.96	101-08-4250	Repairs	\$6,000.00	\$4,497.54
	153388	06/13/19	REPAIRED P TRAPS FOR DRINKING FOUNTAIN-LABOR	07/16/19	\$74.00	\$74.00	101-08-4250	Repairs	\$6,000.00	\$4,497.54
	153333	06/12/19	PVC PRESSURE PIPE/ COUPLING/GLUE/PRIMER	07/16/19	\$27.40	\$27.40	101-08-4260	Supplies	\$20,000.00	\$14,059.80
	153481	06/14/19	APOLLO VACUUM BREAKER #PVBA4A-FI	07/16/19	\$87.99	\$87.99	101-08-4260	Supplies	\$20,000.00	\$14,059.80
	153576	06/18/19	HOSE CLAMP/GALV CAP	07/16/19	\$27.90	\$27.90	101-08-4260	Supplies	\$20,000.00	\$14,059.80
	153580	06/18/19	AUGER DRAIN/FOAM URINAL GASKET/LABOR	07/16/19	\$174.24	\$174.24	101-09-4250	Repairs	\$2,500.00	\$560.52
	152973	05/31/19	BOILER-FOUND WATER TEMP TO BE 160 DEGREES	07/16/19	\$55.50	\$55.50	101-10-4250	Repairs	\$3,250.00	\$2,026.71
	153179	06/10/19	2" PVC MIP ADAPTER/5 FT OF 2" PVC PIPE	07/16/19	\$5.98	\$5.98	101-10-4250	Repairs	\$3,250.00	\$2,026.71
	153137	06/06/19	GALV BUSHING/PVC MIP/PVC PIPE	07/16/19	\$16.97	\$16.97	602-31-4260	Supplies	\$5,000.00	\$2,311.03
	153221	06/11/19	NYLON BUSHING/TEFLON TAPE/ BLACK IRON PIPE	07/16/19	\$31.90	\$31.90	602-31-4260	Supplies	\$5,000.00	\$2,311.03
	153695	06/20/19	HOSE	07/16/19	\$12.90	\$12.90	603-31-4260	Supplies	\$15,000.00	\$10,298.90
	153256	06/11/19	BARB 90/ NYLON BUSHING/ PLASTIC HOSE	07/16/19	\$4.48	\$4.48	604-31-4260	Supplies	\$8,500.00	\$4,750.99
	1773		ELIFEGUARD, INC, 266 BARNES BLVD, ROCKLEDGE,, FL, 32955-5320			\$799.20				
	100050568	05/30/19	LIFEGUARD CHAIR	07/16/19	\$1,128.00	\$1,128.00	101-07-4260	Supplies	\$17,000.00	\$2,162.05
	963		ELITE BUSINESS SYSTEMS, 700 EAST 41ST STREET, PO BOX 88232, SIOUX FALLS, SD, 57109-8232			\$1,128.00				
	39528	07/03/19	MONTHLY MA	07/16/19	\$43.40	\$43.40	602-32-4260	Supplies	\$6,750.00	\$3,349.53
	39528	07/03/19	SAVIN MPC3003 MONTHLY MACHINE LEASE	07/16/19	\$47.42	\$47.42	602-32-4293	Contract/Agreement	\$2,500.00	(\$66.63)
	39528	07/03/19	MONTHLY MA	07/16/19	\$43.40	\$43.40	603-32-4260	Supplies	\$7,000.00	\$3,570.86
	39528	07/03/19	SAVIN MPC3003 MONTHLY MACHINE LEASE	07/16/19	\$47.42	\$47.42	603-32-4293	Contract/Agreement	\$3,000.00	\$413.37
	39528	07/03/19	MONTHLY MA	07/16/19	\$43.41	\$43.41	604-32-4260	Supplies	\$6,500.00	\$3,144.00
	39528	07/03/19	SAVIN MPC3003 MONTHLY MACHINE LEASE	07/16/19	\$47.42	\$47.42	604-32-4293	Contract/Agreement	\$2,750.00	\$580.09
	46		GALLS LLC, PO BOX 71628, CHICAGO, IL, 60694-1628			\$272.47				
	13044471	07/24/19	NIGHTSTICK RECHARGEABLESAFETY FLASH	07/16/19	\$135.89	\$135.89	101-02-4260	Supplies	\$6,000.00	\$4,077.92
	48		HAWKINS, INC., PO BOX 860263, MINNEAPOLIS, MN, 55486-0263			\$135.89				
	4529231	06/28/19	SODIUM HYDROXIDE/CHLORINE/CHLORINE CYLINDER	07/16/19	\$1,687.26	\$1,687.26	101-07-4260	Supplies	\$17,000.00	\$2,182.05

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

Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt.	Approved Amt.	Account Number	Account Description	Budgeted \$	YTD Balance
1813	LEAH PARSONS, 47995 232ND ST, FLANDREAU, SD, 57028-6747	07/06/19	FIVE (5) COMPLIMENTARY MEAL VOUCHERS FOR CAR SHOW PARTICIPANTS (INDIAN TACOS)	07/16/19	\$50.00	\$1,687.26	101-01-4235	Promoting the City	\$7,500.00	(\$35,466.24)
22	OFFICE PEEPS, INC., P.O. BOX 907, WATERTOWN, SD, 57201-0907	07/02/19	COPY PAPER	07/16/19	\$13.30	\$50.00	602-32-4260	Supplies	\$6,750.00	\$3,349.53
857599-0		07/02/19	COPY PAPER	07/16/19	\$13.30		603-32-4260	Supplies	\$7,000.00	\$3,570.88
857599-0		07/02/19	COPY PAPER	07/16/19	\$13.30		604-32-4260	Supplies	\$6,500.00	\$3,144.00
576	PITNEY BOWES - LEASING, P.O. BOX 371887, PITTSBURGH, PA, 15250-7887	07/02/19	QTLY CHARGES FOR 4/23/2019 -7/22/2019	07/16/19	\$24.99	\$39.90	602-32-4260	Supplies	\$6,750.00	\$3,349.53
1013424455		07/02/19	QTLY CHARGES FOR 4/23/2019 -7/22/2019	07/16/19	\$24.99		603-32-4260	Supplies	\$7,000.00	\$3,570.88
1013424455		07/02/19	QTLY CHARGES FOR 4/23/2019 -7/22/2019	07/16/19	\$24.99		604-32-4260	Supplies	\$6,500.00	\$3,144.00
75	POSTMASTER, , , ,	07/10/19	FIRE DEPT POST OFFICE BOX RENEWAL FEE-2019	07/16/19	\$150.00	\$74.97	101-03-4260	Supplies	\$10,000.00	\$8,262.16
7-2019	UTILITY C	07/15/19	POSTAGE FOR BILLING CARDS	07/16/19	\$88.33	\$88.33	602-32-4260	Supplies	\$6,750.00	\$3,349.53
7-2019	UTILITY C	07/15/19	POSTAGE FOR BILLING CARDS	07/16/19	\$88.34	\$88.34	603-32-4260	Supplies	\$7,000.00	\$3,570.88
7-2019	UTILITY C	07/15/19	POSTAGE FOR BILLING CARDS	07/16/19	\$88.33	\$88.33	604-32-4260	Supplies	\$6,500.00	\$3,144.00
76	POWERS OIL COMPANY, 510 E. PIPESTONE AVE., FLANDREAU, SD, 57028-1841	06/30/19	GAS	07/16/19	\$730.58	\$415.00	101-08-4263	Gas/Oil	\$5,000.00	\$2,863.48
6-2019		06/30/19	GAS	07/16/19	\$232.96		101-12-4263	Gas/Oil	\$0.00	(\$225.20)
6-2019		06/30/19	GAS	07/16/19	\$45.65		606-11-4263	Gas/Oil	\$900.00	(\$2,678.87)
1812	RAUSCH GRANITE, 14450 488TH AVE., PO BOX 248, BIG STONE CITY, SD, 57216-0248	07/01/19	RESEAL 2' SLANT TO CEMENT FDN FOR BETTY MENNIS	07/16/19	\$75.00	\$1,009.19	101-12-4250	Repairs	\$200.00	(\$363.34)
64160										
128	RIVER'S EDGE COOPERATIVE, WEST HWY 32, 1100 W. PIPESTONE AVE., FLANDREAU, SD, 57028-1440	06/30/19	GAS/OIL	07/16/19	\$158.58	\$75.00	101-03-4263	Gas/Oil	\$3,000.00	\$2,303.12
6-2019		06/30/19	GAS/OIL	07/16/19	\$654.12		101-04-4263	Gas/Oil	\$9,000.00	\$863.22
6-2019		06/30/19	GAS/OIL	07/16/19	\$221.04		101-06-4263	Gas/Oil	\$5,000.00	\$2,863.48
6-2019		06/30/19	GAS/OIL	07/16/19	\$179.21		602-31-4263	Gas/Oil	\$2,000.00	\$1,044.71
6-2019		06/30/19	GAS/OIL	07/16/19	\$581.79		603-31-4263	Gas/Oil	\$6,000.00	\$3,196.52

Council Approval Report for First National Bank--500330

(Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	6-2019	06/30/19	GAS/OIL	07/16/19	\$179.21	\$179.21	604-31-4263	Gas/Oil	\$2,500.00	(\$1,922.33)
	6-2019	06/30/19	GAS/OIL	07/16/19	\$156.00	\$156.00	606-11-4263	Gas/Oil	\$900.00	(\$2,678.87)
	141				\$2,129.95					
	7-17-2019	07/17/19	SD SUPPLEMENTAL RETIREMENT PLAN, P.O. BOX 1098, PIERRE, SD, 57501-1098	07/16/19	\$38.46	\$38.46	101-17-4135	Retirement-Special	\$1,000.00	\$461.56
	7-17-2019	07/17/19	SUPPLEMENTAL RETIREMENT-JEFF PEDERSON	07/16/19	\$50.00	\$50.00	602-00-2166	Retire. Supplemental Pay	\$0.00	\$50.00
	7-17-2019	07/17/19	SUPPLEMENTAL RETIREMENT- LUCAS DAILEY	07/16/19	\$38.46	\$38.46	602-32-4135	Retirement-Special	\$1,000.00	\$461.56
	7-17-2019	07/17/19	SUPPLEMENTAL RETIREMENT-JEFF PEDERSON	07/16/19	\$76.93	\$76.93	603-32-4135	Retirement-Special	\$2,000.00	\$922.96
	7-17-2019	07/17/19	SUPPLEMENTAL RETIREMENT- LUCAS DAILEY	07/16/19	\$50.00	\$50.00	604-00-2166	Retire. Supplemental Pay	\$0.00	(\$50.00)
	7-17-2019	07/17/19	SUPPLEMENTAL RETIREMENT-JEFF PEDERSON	07/16/19	\$38.46	\$38.46	604-32-4135	Retirement-Special	\$1,000.00	\$461.56
	907				\$292.31					
	149428	06/11/19	WAXDAHL NAPA PLUS LLC, 101 S CRESCENT ST, FLANDREAU, SD, 57028-1716	07/16/19	\$125.24	\$125.24	101-03-4250	Repairs	\$9,000.00	\$6,410.16
	149798	06/26/19	BATTERY/CORE DEPOSIT	07/16/19	\$83.61	\$83.61	101-03-4260	Supplies	\$10,000.00	\$8,252.16
	149446	06/11/19	HI POWER IND V-BELT	07/16/19	\$29.58	\$29.58	101-04-4260	Supplies	\$13,500.00	\$5,124.25
	149830	06/27/19	OIL FIL/PLUG-IN WITH USB	07/16/19	\$33.30	\$33.30	101-08-4260	Supplies	\$20,000.00	\$14,059.80
	149833	06/27/19	OIL FIL/OIL	07/16/19	\$49.82	\$49.82	101-08-4260	Supplies	\$20,000.00	\$14,059.80
	149269	06/04/19	SCRWDRVR	07/16/19	\$5.22	\$5.22	603-31-4260	Supplies	\$15,000.00	\$10,298.90

Total Bills To Pay: \$13,255.90

**Agenda Action Form
Flandreau City Council**

Meeting Date: 7/8/2019

Title: Award Contract to G&M Services for Asbestos Removal and Disposal

Motion Resolution Ordinance Other

Background Information: On May 13, Geotek Engineering and Testing Services submitted an Asbestos Survey Report to the City that revealed the presence of friable asbestos in the Zandt Building. The Report was provided to G&M Services, and following an on-site inspection, this proposed Contract was submitted. The price for removal and disposal of friable asbestos that was discovered in the Geotek survey is \$17,877.50.

Justification: State law requires removal of friable asbestos prior to demolition. This action is related to the expected action of the City Council to contract for demolition of the Zandt building.

Financial Consideration: Cost will be paid from capital reserve funds with reimbursement to be sought from building owner.

City Administrator's Recommendation: Approve

Attachments: Contract for asbestos removal

City of Flandreau
Attn: Jeff Pederson
Flandreau, SD 57028

Owners Responsibilities

- * Provide access to all areas that need abatement
- Move all movable objects out of work area
- Provide usable electricity and water
- Provide a place to exhaust HEPA filtered air scrubbers
- Provide heat or air conditioning if feasible

Scope of Service & Breakdown of Costs:

Removal and disposal of approximately 30 sq. ft. of TSI duct wrap/tape located in the basement	\$450.00
Removal and disposal of approximately 500 ln. ft. of TSI aircell pipe insulation on 1 st floor and basement	\$9,750.00
Removal and disposal of approximately 20 ln. ft. TSI packed pipe fittings located on 1 st floor	\$525.00
Removal and disposal of approximately 2,000 sq. ft. of 9 x 9 floor tile on west side of 1 st	\$6,410.00
Removal and disposal of approximately 270 sq. ft. of 9 x 9 floor tile in the west bedroom, bathroom and back room	\$1,012.50

Due to the poor condition of asbestos containing floor tile and high probability of material becoming friable during demolition, the asbestos 9 x 9 floor tile will need to be removed before demolition occurs.

Total cost: \$17,877.50

Price includes:

1. All notifications required by federal, state and local governments
2. Disposal of asbestos containing material at an EPA approved landfill facility
3. Final submittal package with all documentation required by law
4. \$1,000,000 occurrence insurance
5. Personal Air Monitoring as required by OSHA
6. Removal will be done under negative pressure containment

Payment Terms: Payment due within 30 days of completion. If a balance remains after 30 days, the client will be subject to a 1% service fee on the remaining balance.

I trust that this information is sufficient enough for your asbestos abatement planning need. We look forward to serving you and stand committed to a quality, cost effective service. Should you have any further questions or concerns, please feel free to contact me.

Very truly,
Gerod Olivier
G & M Services, LLC

Accepted by: _____
Owner/ Representative

_____/_____/20_____
Date

CONTRACT FOR ASBESTOS REMOVAL

G & M Services, LLC hereby agrees to perform the following services for:

City of Flandreau

(Hereinafter referred to as the "client").

1. Asbestos abatement and disposal of the asbestos and scope of work identified in this proposal only, to include pre-cleaning of the immediate work area(s). G & M Services, LLC, hereby agrees to conduct the work from the described area(s) in the property located at:
101-103 S. 2nd Ave Flandreau, SD 57028
2. G & M Services, LLC also agrees to pre-clean stationary fixtures and horizontal surfaces of building components currently located within the asbestos control area(s) that have been previously documented as being contaminated by the deterioration or presence of asbestos.
3. G & M Services, LLC agrees to perform all services according to applicable state, local, and federal statutes and regulations.
4. The "client" agrees to make vehicle parking, water, electric, and heat when applicable power accessible to the worksite and to maintain adequate clear access to the control area and specific removal locations. In addition, the "client" agrees to any other conditions or requirements set forth as an Owners Responsibility set forth in this proposal.
5. The "client" understands that some minor paint damage and/or staple holes may occur from the construction and disassembly of containment systems and restoration is not the responsibility of the contractor unless specifically indicated.
6. The "client" understands and agrees that it is impossible for the contractor to determine the condition of pipes, boilers, wiring, electrical components, building components, etc. Therefore, this proposal is based on the assumption that all surfaces and systems are in good condition. G & M Services, LLC assumes no responsibility or liability for the direct or consequential damage or cost arising from the aggravation of existing latent defects in pipes, boilers, electrical components, building components, etc. during the asbestos abatement process.

Contract for Asbestos Abatement Page Two

7. The "client" understands and agrees that this proposal is for the abatement of the aforementioned asbestos-containing material that was visible and in areas that were readily accessible at the time of the original evaluation. This proposal does not include asbestos material not readily identifiable or accessible. G & M Services, LLC assumes no responsibility for asbestos-containing materials inside boilers, furnaces, etc. that are not demolished as part of this agreement. G & M Services, LLC further recommends that previously insulated systems, boilers, and furnaces not be operated after the removal of insulation unless re-insulated and therefore assumes no liability for any damages arising out of or due to the operation of un-insulated systems.
8. The "client" agrees to reimburse G & M Services for any reasonable costs incurred by the contractor due to the cancellation of this event and any costs associated with the collection of past due invoices billed to the owner for completed work. (Minimum charge for cancellation after contract is awarded \$250.00).
9. The "client" agrees that a 1ll material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.
10. The "client" agrees to pay G & M Services, LLC upon verification of the completion of work, The following sum:

Scope of Service & Breakdown of Costs:

Removal and disposal of approximately 30 sq. ft. of TSI duct wrap/tape located in the basement	\$450.00
Removal and disposal of approximately 500 ln. ft. of TSI aircell pipe insulation on 1 st floor and basement	\$9,750.00
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Due to the poor condition of asbestos containing floor tile and high probability of material becoming friable during demolition, the asbestos 9 x 9 floor tile will need to be removed before demolition occurs.

Total cost: \$17,877.50

**Agenda Action Form
Flandreau City Council**

Meeting Date: 7/8/2019

Title: Award Contract to Claflin Excavating for Demolition and Removal of Zandt Building

Motion Resolution Ordinance Other

Background Information: On March 15, 2019, the Flandreau City Council declared the Zandt building located at 101 E 2nd Avenue to be a Public Nuisance. Subsequently, the City Council gave Zandt until July 7 to abate the nuisance. On June 20, the City opened bids for the demolition and removal of the Zandt building in downtown Flandreau. Claflin Excavating submitted the sole bid for the work, in the amount of \$172,525.

Justification: As of July 7, Zandt has failed to abate the nuisance. In the interest of public safety, the City Council has elected to exercise its authority to proceed to abate the nuisance through demolition of the property.

Financial Consideration: Cost will be paid from capital reserve funds with reimbursement to be sought from the building owner.

City Administrator's Recommendation: Approve

Attachment: Claflin Excavating Bid and Contract. Demolition specifications.

Claffin Excavating
47323 SD Hwy 32
Flandreau, SD 57028
605.864.0081

Demolition and Removal of Zandt building at 2nd and Wind St in Flandreau, SD

Item Description	
Trucking and landfill fees (interior structure such as plaster, wood, lathe, roofing and flooring materials, etc.	
Removal of rock and concrete rubble (3 sides of exterior wall, basement, foundation, footings, floor)	
Backfill - furnished and placed	
Disconnect water and sewer	
Building Structure Incidental	
Project Bid	\$172,525.00

Exclusions include: asbestos mediation, traffic control, any required permits, excise tax

Anticipated State Date: July 20, 2019
Anticipated Completion Date: August 19, 2019

SPECIFICATIONS FOR DEMOLITION AND SITE CLEARANCE

The “Zandt” Building

City of Flandreau, South Dakota



The work to be done under these Specifications shall include all labor, materials, equipment and services necessary to complete all demolition and fill work specified herein.

Ownership of Property

No right, title property or interest of any kind whatsoever in or to the land or premises upon which the building stands is created, assigned, conveyed, granted, or transferred to the Contractor, except only the right of entry to remove the building in strict accordance with the Contract.

The City assumes no responsibility for the structure to be demolished. Conditions existing at time of inspection for bidding purpose will be maintained by City as far as practical. An asbestos survey of the structure has been completed, and all recommended removal of material will occur prior to start of demolition through a Contract between the City and its designated asbestos removal company.

Demolition Requirements

The work under the contract shall consist of the following:

- A. Demolition and removal of all structures on the site. Burying foreign materials in the excavation will not be allowed. Burning materials will not be allowed.
- B. Removal of entire foundation.
- C. Removal of all other walls, partition walls, columns, piers, beams or other projections, basement floors, and all footings. Existing floor slabs shall be rubblized.

- D. Proceed with demolition of structural framing members systematically, from higher to lower level.
- E. Remove structural framing members and debris from elevated portions of the building by chute, hoist, or other device that will convey material to the ground level in a controlled descent.
- F. Flandreau Municipal Electric will remove all meters and distribution system at no cost to the Contractor.
- G. Contractor shall seal storm and sanitary sewer lines leading from the building at the foundation wall.
- H. Water will be shut off at curb box by the City. Contractor to shut off the corporation valve and/or gate valve at the water main. Service line shall be cut 1.0" from the corporation.
- I. Gas services shall be turned off at existing valves by and under the supervision of the Gas Company.
- J. Removal from the basement of all piping, boilers, or other fixtures, and all wood, furniture, rubbish, or other debris. Fuel oil tanks shall be properly disposed of by the Contractor and the cost shall be included in the lump sum demolition price.
- K. Removal of all concrete basement floors.
- L. Where excavations or open basements are not backfilled within 24 hours, the Contractor will be required to encircle the open area by a standard snow fence, or equal type of fencing, for safety reasons.
- M. The Contractor shall designate the disposal site for all demolition materials, non-reusable fill and rubbish.
- N. The Contractor shall take whatever steps are necessary to control dust during demolition and removal. Water shall be sprayed to adequately wet the debris to control dust during the entire demolition process. All trucks

hauling demolition debris shall be tarped so construction debris is contained from the demolition site to the disposal site.

- O. Contractor may not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from the City.
- P. Performance of all other incidental work necessary to fully complete the Contract.

Permits and Notifications

The Contractor shall provide the City with an anticipated demolition schedule.

The Contractor shall also be required to notify adjoining property owners 48 hours in advance of any parking restrictions, street closure, or any other restriction of access to their property. The preferred means of contact for such notifications is personal contact.

Protection of Adjoining Structures

The Contractor shall take necessary measures to protect the adjacent structures from damage during all demolition activities. The Contractor assumes the risk for any such damage, and shall be liable for any damage to adjacent structures that occurs as a result of the demolition activities.

Site Restoration

Upon completion of demolition, sufficient filling and grading shall be done to bring the area to level. The backfill will be of clay soil, compacted to a density of 90%.

Quality Assurance

Comply with ANSI/ASSE A10.6 and NFPA 241.

A Preconstruction Conference will be conducted at the Project site to:

1. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
2. Review and finalize protection requirements.
3. Review procedures for dust control.
4. Review procedures for protection of adjacent buildings.

Submittals

Schedule of demolition activities, indicating sequence of demolition work and starting and end dates for each activity.

Copy of Certificate of Liability Insurance covering demolition operations with a minimum coverage of \$2 million.

Timeline

The City anticipates award of contract on July 1. The City expects asbestos abatement to be completed by July 15. Authorization to Proceed is expected to be granted by July 20, and demolition activity is required to be completed within 30 days thereafter.

Agenda Action Form Flandreau City Council

Meeting Date: July 15, 2019

Title: Proposal to add Bike Lane and Bicycle Road Share on First Avenue

Motion Resolution Ordinance Other

Background Information: The local Healthy Hometown program has had a committee working on the prospect of bicycle lanes for the past year, and has now produced a recommendation for an east-west connection through the community using First Avenue. Numerous meetings have been held throughout the year, and an event was sponsored to test a simulated bicycle lane on Pipestone Avenue this May. It was determined from that event, and from a survey that was conducted by the Committee, that First Avenue would be more appealing for bicycle lanes than Pipestone.

The proposed design for First Avenue has been determined with reference to The American Association of State Highway and Transportation Officials Guidelines for Development of Bicycle Facilities. The design will use the full width of the street, including the gutter system along both curb lines. The design requires vehicle parking to be removed from the North side of the street. The North side of the Street will have a 5-foot wide dedicated bicycle lane, while the South half of the street will be designated as "share the road" with vehicle parking allowed.

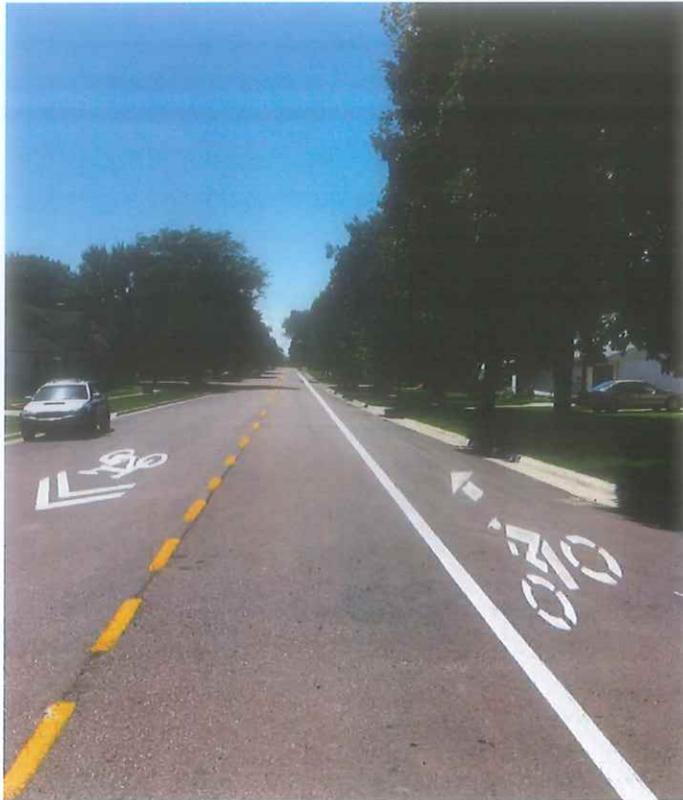
Justification: Improve bicycle safety on First Avenue. Create foundation for safe bicycle access to bicycle path on east edge of Flandreau and prospective bicycle path on west edge of Flandreau. Improve safety for children bicycling to school. Promote health and fitness from increased bicycling activity that will come from creating a "bicycle friendly" First Avenue.

Financial Consideration: The projected cost of signage and initial street painting is \$5,146. That cost does not include the expense of painting a center line on the street.

City Administrator's Recommendation: Approval, with recommendation that final action be taken at the next scheduled Council Meeting in order to allow for public comment.

Attachments: Design schematic, cost estimate.

Dedicated Bike Lane on Flandreau's First Avenue



Budgetary Estimate of Project

Pricing includes estimated cost of painting markings on the street, going west with the bike lane and painting share the road markings going east on First Avenue. Signage, for both sides of road, is also included, as described below:

Item	Description	Quantity	Cost	Total Price
1	Painting	Lump Sum		\$ 3,000.00
2	Bike Lane Signage	12	\$60.00	\$ 720.00
3	Share the Road Signage	12	\$45.00	\$ 540.00
4	Bike Lane Starts/Ends Here	2	\$40.00	\$ 80.00
5	Shared Road Starts/Ends Here	2	\$45.00	\$ 90.00
6	No Parking Signs	12	\$18.00	\$ 216.00
7	Poles	Lump Sum		\$ 500.00
TOTAL				\$ 5,146.00

Dedicated Bike Lane on Flandreau's First Avenue

