



City of Flandreau City Council Meeting

Agenda

6:30 p.m., Monday
August 17th, 2020
Wm J. Janklow Community Center
802 W. Community Dr.
Flandreau, SD

Meeting called by: Mayor Sutton

Type of meeting: Regular

Agenda topics

Pledge of Allegiance

Alderman Ekern

2

Adopt Agenda

2

Approve Minutes – August 3rd, 2020

2

Approve Bills for City

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.

Presentations

10

Flandreau Development Corporation

10

River's Bend Country Club and Golf Course

Administrative Reports

5

Mayor's Report

Mayor Sutton

5

City Administrator's Report

Jeff Pederson

2

Approve Administrative Reports

Old Business

- 2 Second Reading of Ordinance No. 599, An Ordinance Establishing a Discretionary Formula for the Assessment of Property Taxes on New Structures and Additions Within the City of Flandreau, Moody County, South Dakota

New Business

- 2 Authorize Mayor to Sign CARES Grant Agreement with SD Department of Transportation
- 10 CARES Act Fund Discussion
- 5 Approval of Smart Grid Technology Services Agreement with Missouri River Energy Services
- 2 Award Bid for Airport Farmland
- 2 Proposal for 2020 Annual Report and 2019-2020 Audit
- 2 Pay Step Increase for Gabriel Frias
- 2 Pay Step Increase for Nicole Mattern
- 2 Pay Step Increase for Taylor White
- Council Comments

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

Jeff Pederson
City Administrator

Distribution:

Mayor Sutton
Alderman Bjerke
Alderman Ekern
Alderman Fargen
Alderman Pesall
Alderman Tufty
Alderman Unger

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
August 3rd, 2020**

The City Council of the City of Flandreau, South Dakota, met in special session on Monday, August 3rd, 2020 at 5:30 p.m. at Duncan Park for the dedication of the new Skate Park and Dog Exercise Park.

Present: Mayor Dan Sutton. Aldermen: Mark Ekern, Mike Fargen, Bob Pesall, and Karen Tufty. Absent: Brad Bjerke and Jason Unger. Also present were City Administrator Jeff Pederson; Finance Officer Karen Gundvaldson; Bruce, David, and Marilyn Allen; Anna Duncan; Flandreau residents; and Brenda Wade Schmidt, Moody County Enterprise.

Motion by Pesall and seconded by Ekern to call the meeting to order. The following members voted aye: Ekern, Fargen, Pesall, and Tufty. Nays: None. Absent: Bjerke and Unger. Motion carried.

Mayor Sutton shared background information regarding the Skate Park and Dog Exercise Park. He thanked Bruce Allen for the donation of the equipment installed at the Skate Park. Mayor Sutton also thanked Jessica Hovland and Hovakah Bosin for their donation of a park bench that has been placed in the new Dog Exercise Park. Lastly, Mayor Sutton thanked City Administrator Pederson and Randy Wilts, Park Superintendent, for the large parts they played in the planning and construction of the new parks, which will be enjoyed for many years to come.

Anna Duncan provided information to those present regarding history of Duncan Park which was created in the late 1980s. She shared a letter written in 1986 by the Gene Knock family, descendants of the Duncan family, commending the City for creating a park for future generations to enjoy and shared fond memories of hours of enjoyment on the vacant lot long before it became Duncan Park.

Bruce Allen and his children were present to share the history of the skating equipment that they donated to the City, and to thank the City for providing a location for the equipment to be utilized and enjoyed by the youth of the community.

City Administrator Pederson talked about Duncan Park, indicating the two new additions better utilize the large area of green space and are wonderful improvements for residents to use and enjoy. He highlighted features of the Dog Exercise Park, such as the holding area used to leash and unleash pets prior to entering the exercise enclosure, and the attractive fencing material. The fencing material was purchased and then installed by City employees; he thanked Randy Wilts for his hard work in overseeing and creating the new Dog Exercise Park.

A ribbon cutting was held for the Skate Park with Bruce Allen cutting the ribbon and also one for the Dog Exercise Park with former Mayor Mark Bonrud cutting the ribbon.

Door prizes of two leashes and two sets of skating safety equipment were given away.

Motion by Pesall and seconded by Fargen to recess the City Council Meeting at 5:57 p.m. and reconvene for regular session 6:30 p.m. at the William J. Janklow Community Center. The following members voted aye: Ekern, Fargen, Pesall, and Tufty. Nays: None. Absent: Bjerke and Unger. Motion carried.

The City Council of the City of Flandreau, South Dakota, met in regular session on Monday, August 3rd, 2020 at 6:30 p.m. at the William J. Janklow Community Center.

Present: Mayor Dan Sutton. Aldermen: Brad Bjerke, Mark Ekern, Mike Fargen, Bob Pesall, Karen Tufty, and Jason Unger (via phone until arrival at 7:35 p.m.). Absent: None. Also present were City Administrator Jeff Pederson; Finance Officer Karen Gundvaldson; Corey Bruning, City Attorney; Nicole Biever, Boys and Girls Club; Steve Pulscher, Pulscher Farms Addition; and Brenda Wade Schmidt, Moody County Enterprise.

Motion by Fargen and seconded by Tufty to reconvene the meeting. The following members voted aye: Bjerke, Ekern, Fargen, Pesall, Tufty, and Unger. Nays: None. Absent: None. Motion carried.

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

Motion by Unger and seconded by Ekern to approve the minutes of July 20th, 2020. The following members voted aye: Bjerke, Ekern, Fargen, Pesall, Tufty, and Unger. Nays: None. Absent: None. Motion carried.

Motion by Pesall and seconded by Ekern to approve the minutes of July 28th, 2020. The following members voted aye: Bjerke, Ekern, Fargen, Pesall, Tufty, and Unger. Nays: None. Absent: None. Motion carried.

Motion by Bjerke and seconded by Fargen to allow the following claims for the City and to pay them: (21502) AFLAC, supplemental insurance, 341.38; Ahlers Automotive, repairs, 642.25; Applied Concepts, repairs, 588.25; Bruning & Lewis Law Firm, professional fees, 1,337.50; Buffalo Ridge Concrete, supplies, 126.00; Cenex Fleetcard, gas/oil, 1,258.12; Colman Building Center, supplies, 107.50; Derek Genzlinger, summer rec/football, 200.00; Elite Business Systems, contract, 358.74; Eng Services, contract, 13,574.00; FSST, utility taxes collected, 611.33; Grace Johanson, summer rec/golf, 630.00; Granicus, contract, 4,500.00; Heiman, supplies, 30.00; Julia Flute Player, refund, 93.92; MidAmerican Energy, gas bill, 112.89; Moody County Auditor, dispatch service, 14,790.00; Moody County Conservation Dist., deposit refund, 250.00; Patriot Electric, repairs/supply, 1,138.05; Pitney Bowes, postage & supplies, 500.00; Principal Life Insurance Co., dental insurance, 1,045.42; Ramsdell F&M, supplies, 441.00; Reyna Gama Rodriguez, refund, 1.84; SD Dept. of Health Public Lab Services, test samples, 45.00; SD Retirement System, retirement, 14,852.80; SD Supplemental Retirement, retirement, 342.31; Standard insurance, life insurance, 273.61; Vadim Municipal Software, contract, 4.88; Vast Broadband, phone/cable/internet, 915.32; Verizon Wireless, 339.92; Vision Service, vision insurance, 242.96 (21532). The following members voted aye: Bjerke, Ekern, Fargen, Pesall, Tufty, and Unger. Nays: None. Absent: None. Motion carried.

There were no Visitors to be Heard.

Nicole Biever, Chief Development Officer of the Boys and Girls Club, shared the Club mission, vision, and values. She shared information regarding

measurable items accomplished in 2019 and statistics on youth served, civic impact, programming, community collaborations, and changes in funding. Ms, Biever highlighted how City funding impacts the Moody County Boys and Girls Club and asked Council to please consider their funding request when preparing the 2021 Budget.

Mayor Sutton shared that the City has been awarded the Crescent Street Bridge demolition grant, and thanked City Administrator Pederson, Department of Transportation Staff and Commission for their work on the grant. The dedication of the Skate Park and Dog Exercise Park took place earlier at Duncan Park; he once again thanked City Administrator Pederson, Randy Wilts, and Bruce Allen for the roles they played in making it happen. Lastly, he wished Alderman Mark Ekern a happy birthday.

City Administrator Pederson informed Council that budget preparation is underway. He asked that Council consider options for the COVID funds allocation from the State of South Dakota prior to the next Council meeting in anticipation of the budget presentation. He shared that Mayor Sutton is also celebrating a birthday tomorrow.

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

Old Business: None

New Business: First Reading of Ordinance No. 599, An Ordinance Establishing a Discretionary Formula for the Assessment of Property Taxes on New Structures and Additions Within the City of Flandreau, Moody County, South Dakota, was held.

Motion by Unger and seconded by Fargen to deny the request for waiver of sidewalk requirement submitted by Steve Pulscher for Pulscher Farms Addition. The following members voted aye: Bjerke, Fargen, Tufty, and Unger. Nays: Ekern. Abstain: Pesall. Absent: None. Motion carried.

Motion by Unger and seconded by Bjerke to request that Steve Pulscher submit a letter of assurance to the City of Flandreau Planning and Zoning Commission for completion of sidewalks in Pulscher Farms Addition which assures sidewalk completion within three years, prior to Final Plat approval by the Commission and City. The following members voted aye: Bjerke, Ekern, Fargen, Tufty, and Unger. Nays: None. Abstain: Pesall. Absent: None. Motion carried.

Motion by Bjerke and seconded by Fargen to approve the Memorandum of Understanding with Flandreau Santee Sioux Tribe for the Crescent Street Bridge. The following members voted aye: Bjerke, Ekern, Fargen, Pesall, Tufty, and Unger. Nays: None. Absent: None. Motion carried.

Motion by Unger and seconded by Tufty to authorize the Mayor to sign an Agreement for Transfer of Entitlements to transfer \$18,500 of the City's 2017 FAA Entitlements to Clark County. The following members voted aye: Bjerke, Ekern, Fargen, Pesall, Tufty, and Unger. Nays: None. Absent: None. Motion carried.

Motion by Unger and seconded by Fargen, that in consideration of the COVID-19 Pandemic, the assessment of late fees will be eliminated for utility bills due July 15th, 2020 (first late notice), but utility services will be disconnected and assessed a fee if not paid or satisfactory arrangements are not made by August 26th, 2020 (second late notice). The disconnect fee may be waived if delinquency is

justifiable. Review will take place at the first meeting in September to determine whether the temporary policy should be extended for an additional period of time.

Motion by Unger and seconded by Ekern to approve a temporary liquor license for Bar X Bar for a bean bag tournament on Wind Street between Pipestone and 2nd Avenues on August 8th, 2020. The following members voted aye: Bjerke, Ekern, Fargen, Pesall, Tufty, and Unger. Nays: None. Absent: None. Motion carried.

Motion by Unger and seconded by Ekern to approve a temporary liquor license for Faita's Bar and Grill for a bean bag tournament on Wind Street between Pipestone and 2nd Avenues on August 8th, 2020. The following members voted aye: Bjerke, Ekern, Fargen, Pesall, Tufty, and Unger. Nays: None. Absent: None. Motion carried.

Motion by Unger and seconded by Ekern to approve a temporary liquor license for Fat Boys Bar for a bean bag tournament on Wind Street between Pipestone and 2nd Avenues on August 8th, 2020. The following members voted aye: Bjerke, Ekern, Fargen, Pesall, Tufty, and Unger. Nays: None. Absent: None. Motion carried.

Motion by Bjerke and seconded by Pesall to approve a temporary liquor license for Mad Mary's for the Tawny Brewer/Weston Heinemann wedding reception and dance to be held at the William J. Janklow Community Center on August 22nd, 2020. The following members voted aye: Bjerke, Ekern, Fargen, Pesall, Tufty, and Unger. Nays: None. Absent: None. Motion carried.

Council Comments: Mayor Sutton indicated he and City Administrator Pederson will be meeting with the Task Force for Fire Hall Site Selection soon in order to provide them with goals and objectives regarding site selection. He also inquired whether there would be a special meeting for budget presentation later this month. Pederson stated that it is anticipated it will take place the week of August 24th and Council members were asked to review their calendar for availability.

The Mayor declared the meeting adjourned at 8:09 PM.

Daniel D. Sutton
Mayor

ATTEST:

Jeff Pederson
City Administrator

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

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	366	A-1 PORTABLE TOILETS, P.O. BOX 88504, SIOUX FALLS, SD, 57109								
	51857	07/28/20	HANDICAP UNIT/PORTABLE RENTAL FOR CAMPGROUND & PAVILION 7/28-8/25, 2020	08/17/20	\$294.00	\$294.00	101-08-4240	Rentals	\$3,000.00	\$2,412.00
	127	AHLERS AUTOMOTIVE, 1102 W. 1ST AVE., FLANDREAU, SD, 57028-1000								
	100469	07/28/20	2013 DODGE RAM OIL CHANGE	08/17/20	\$72.03	\$72.03	603-31-4250	Repairs	\$10,000.00	\$6,150.99
	1891	AMANDA GOBLISH, 22927 476RD AVE, FLANDREAU, SD, 57028-6808								
	8-2020	08/09/20	COM CENTER DEPOSIT REFUND	08/17/20	\$250.00	\$250.00	101-00-2200	Customer Deposits	\$0.00	(\$1,550.00)
	1686	AXON ENTERPRISE, INC, PO BOX 296661, DEPARTMENT 2018, PHOENIX, AZ, 85038-9661								
	SI-1626904	01/01/20	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	08/17/20	\$7,740.00	\$7,740.00	101-02-4340	Capital Outlay	\$27,500.00	\$2,875.57
	1892	BARR ENGINEERING CO., 4300 MARKETPOINTE DRIVE, SUITE 200, MINNEAPOLIS, MN, 55435-5422								
	41501001.00-1	08/03/20	FLANDREAU DAM RENOVATIONS ALTERNATIVES EVALUATION/PROFESSIONAL SERVICES/JUNE 13, 2020 TO JULY 10,2020	08/17/20	\$12,460.59	\$12,460.59	101-01-4293	Contract/Agreement	\$54,250.00	\$39,330.07
	9	BIG SIOUX COMM WATER SYSTEM, , 23343 479TH AVE, EGAN, SD, 57024-6438								
	771000 PARK	07/31/20	WATER USAGE	08/17/20	\$95.25	\$95.25	101-08-4280	Utilities	\$7,000.00	\$3,568.61
	8-2020	08/03/20	WATER PURCHASE	08/17/20	\$17,578.34	\$17,578.34	602-31-4284	Water Purchases	\$200,000.00	\$107,403.80
	87000 AIRPORT	07/31/20	WATER USAGE	08/17/20	\$71.75	\$71.75	606-11-4280	Utilities	\$5,000.00	\$2,389.16
	13	BOOSTER PUBLISHING, P.O. BOX 285, FLANDREAU, SD, 57028-0285								
	31021	06/30/20	MINUTES/RESOLUTION	08/17/20	\$410.00	\$410.00	101-01-4230	Publishing/Advertising	\$8,200.00	\$3,092.06
	31021	06/30/20	FLY IN CANCELLED	08/17/20	\$45.00	\$45.00	606-11-4230	Publishing/Advertising	\$600.00	\$600.00
	14	BORDER STATES ELECTRIC SUPPLY, NW 7235, P.O. BOX 1450, MINNEAPOLIS, MN, 55485-7235								
	920345466	07/21/20	BOX PAD	08/17/20	\$371.49	\$371.49	603-31-4260	Supplies	\$15,000.00	\$4,500.10
	1890	CANNON TECHNOLOGIES, INC., 28370 NETWORK PLACE, CHICAGO, IL, 60673-1283								
	940435767	07/30/20	CABINET ANT. KIT, 50FT CABLE-GW800 W/ENCLOSURE	08/17/20	\$838.44	\$838.44	603-31-4362	Equipment/Meters	\$125,000.00	\$124,239.96
	940477763	08/03/20	GATEWAY 800 ENCLOSURE W/U/PS	08/17/20	\$2,754.00	\$2,754.00	603-31-4362	Equipment/Meters	\$125,000.00	\$124,239.96
	1700	CARDMEMBER SERVICES, PO BOX 306005, NASHVILLE, TN, 37230-6005								
						\$3,592.44				

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

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	7-28-2020	07/28/20	SUPPLIES	08/17/20	\$10.64	\$10.64	101-01-4260	Supplies	\$850.00	\$167.57
	7-28-2020	07/28/20	ADOBE PDF PACK/ZOOM	08/17/20	\$25.95	\$25.95	101-01-4260	Supplies	\$850.00	\$167.57
	7-28-2020	07/28/20	POSTAGE	08/17/20	\$22.80	\$22.80	101-02-4260	Supplies	\$6,000.00	\$4,406.25
	7-28-2020	07/28/20	SMART SIGNS	08/17/20	\$770.11	\$770.11	101-04-4260	Supplies	\$13,500.00	\$6,033.51
	7-28-2020	07/28/20	DOG PARK	08/17/20	\$361.80	\$361.80	101-08-4260	Supplies	\$17,500.00	(\$409.01)
	7-28-2020	07/28/20	LINE MARKER	08/17/20	\$10.64	\$10.64	101-08-4260	Supplies	\$17,500.00	(\$409.01)
	7-28-2020	07/28/20	POSTAGE	08/17/20	\$19.61	\$19.61	602-31-4260	Supplies	\$5,000.00	\$2,163.37
	7-28-2020	07/28/20	SUPPLIES	08/17/20	\$19.97	\$19.97	603-31-4260	Supplies	\$15,000.00	\$4,500.10
						\$1,241.52				
1721	CINTAS, PO BOX 650838, DALLAS, TX, 75265-0838									
4057591275	08/03/20	08/17/20	MATS/BAR & KITCHEN TOWELS	08/17/20	\$151.39	\$151.39	101-10-4240	Rentals	\$2,500.00	\$1,689.20
						\$151.39				
808	CITY OF FLANDREAU - PETTY CASH, 1005 W. ELM AVENUE, FLANDREAU, SD, 57028-1404									
7-30-2020	07/30/20	08/17/20	POSTAGE FOR MAILING UTILITY BILLING CARDS	08/17/20	\$5.82	\$5.82	602-32-4260	Supplies	\$6,500.00	\$2,893.75
7-30-2020	07/30/20	08/17/20	POSTAGE FOR MAILING UTILITY BILLING CARDS	08/17/20	\$5.81	\$5.81	603-32-4260	Supplies	\$6,500.00	\$2,933.23
7-30-2020	07/30/20	08/17/20	POSTAGE FOR MAILING UTILITY BILLING CARDS	08/17/20	\$5.81	\$5.81	604-32-4260	Supplies	\$6,500.00	\$2,935.89
						\$17.44				
18	COLONIAL RESEARCH CHEMICAL CORP., P.O. BOX 609, NORFOLK, NE, 68702-0609									
145866	08/07/20	08/17/20	WEEDTRINE-D	08/17/20	\$691.36	\$691.36	604-31-4260	Supplies	\$8,500.00	\$3,046.39
						\$691.36				
584	CYBERCOACH, INC, 402 W PIPESTONE AVE, FLANDREAU, SD, 57028-1617									
2237	07/17/20	08/17/20	LABOR/MET DAVE AT SWIMMING POOL WIRELESS/BRIDGE RADIO FOR COM CENTER/OUTSIDE COM CENTER	08/17/20	\$233.75	\$233.75	101-01-4294	COVID-19 Expenses	\$0.00	(\$3,562.29)
2236	07/19/20	08/17/20	LABOR/CONFIGURE FACEBOOK LIVE/SOFTWARE FOR COM CENTER FACEBOOK	08/17/20	\$212.50	\$212.50	101-01-4294	COVID-19 Expenses	\$0.00	(\$3,562.29)
2239	07/20/20	08/17/20	LABOR/WORKED WITH JEFF'S FACEBOOK ACCOUNT/CITY OFFICE FACEBOOK PAGE	08/17/20	\$42.50	\$42.50	101-01-4294	COVID-19 Expenses	\$0.00	(\$3,562.29)
2240	07/17/20	08/17/20	BRIDGE RADIOS/COM CENTR/SWIMMING POOL/CAT 6 CABLE	08/17/20	\$319.98	\$319.98	101-01-4294	COVID-19 Expenses	\$0.00	(\$3,562.29)
2236	07/16/20	08/17/20	LABOR/GOV OFFICE/RESEARCH DISABLED EM ACCOUNT/RESET PASSWORD	08/17/20	\$42.50	\$42.50	101-02-4250	Repairs	\$10,000.00	(\$485.82)
2235	07/10/20	08/17/20	LABOR-LIST OF OFFICER EMAIL-ACCOUNT PASSWORD	08/17/20	\$21.25	\$21.25	101-02-4260	Supplies	\$6,000.00	\$4,406.25
2232	07/05/20	08/17/20	LABOR/INSTALLED WINDOWS 10 UPDATES ON SERVER	08/17/20	\$7.08	\$7.08	602-32-4250	Repairs	\$300.00	(\$822.51)
2243	07/28/20	08/17/20	LABOR/REMOVE BONRUD & WHITMAN/ADD M FARGEN & M EKERN	08/17/20	\$42.50	\$42.50	602-32-4250	Repairs	\$300.00	(\$822.51)

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

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	2244	07/28/20	LABOR/TRAINED M FARGEN & M EKERN/CHROMBOOKS	08/17/20	\$28.34	\$28.34	602-32-4250	Repairs	\$300.00	(\$822.51)
	2232	07/05/20	LABOR/INSTALLED WINDOWS 10 UPDATES ON SERVER	08/17/20	\$7.08	\$7.08	603-32-4250	Repairs	\$300.00	(\$822.53)
	2243	07/28/20	LABOR/REMOVE BONRUD & WHITMAN/ADD M FARGEN & M EKERN	08/17/20	\$42.50	\$42.50	603-32-4250	Repairs	\$300.00	(\$822.53)
	2244	07/28/20	LABOR/TRAINED M FARGEN & M EKERN/CHROMBOOKS	08/17/20	\$28.33	\$28.33	603-32-4250	Repairs	\$300.00	(\$822.53)
	2232	07/05/20	LABOR/INSTALLED WINDOWS 10 UPDATES ON SERVER	08/17/20	\$7.09	\$7.09	604-32-4250	Repairs	\$300.00	(\$822.51)
	2243	07/28/20	LABOR/REMOVE BONRUD & WHITMAN/ADD M FARGEN & M EKERN	08/17/20	\$42.50	\$42.50	604-32-4250	Repairs	\$300.00	(\$822.51)
	2244	07/28/20	LABOR/TRAINED M FARGEN & M EKERN/CHROMBOOKS	08/17/20	\$28.33	\$28.33	604-32-4250	Repairs	\$300.00	(\$822.51)
	363		DAKOTA PUMP & CONTROL CO., INC., PO BOX 725, WATERTOWN, SD, 57201-0725			\$1,106.23				
	26296	08/04/20	SERVICE CALL-8/3/20 AHLERS LIFT STATION/FOGROD CIRCUIT FAULT	08/17/20	\$668.37	\$668.37	604-31-4250	Repairs	\$12,000.00	(\$1,757.65)
	489	08/04/20	SAFETY GLASSES	08/17/20	\$250.00	\$668.37	603-31-4901	Miscellaneous	\$1,000.00	\$934.99
	25		DGR ENGINEERING, 1302 S. UNION ST., P.O. BOX 511, ROCK RAPIDS, IA, 51246-0511			\$250.00				
	241781	07/20/20	PROJECT #416600.00-MISCELLANEOUS ELECTRICAL ENGINEERING SERVICE-THROUGH 6/30/2020	08/17/20	\$185.00	\$185.00	603-31-5301	Electric Distribution Imp (\$0.00	(\$325,354.13)
	241782	07/20/20	PROJECT #241782-PHASE 4, ELECTRIC DIST. IMPROVEMENTS THROUGH 6/30/2020	08/17/20	\$92.50	\$92.50	603-31-5301	Electric Distribution Imp (\$0.00	(\$325,354.13)
	206		DITCH WITCH OF SOUTH DAKOTA, INC., 27125 PARKLANE DR., SIOUX FALLS, SD, 57106-8000			\$277.50				
	P16511	07/28/20	SERVICE-NOZZLE	08/17/20	\$116.78	\$116.78	603-31-4250	Repairs	\$10,000.00	\$6,150.99
	1752		DIVERSIFIED INSPECTIONS/ITL, INC., PO BOX 39669, PHOENIX, AZ, 85069-9669			\$116.78				
	IND126415	07/29/20	SAFETY INSPECTIONS ON BUCKET TRUCK- VERSALLIFT/DIGGER-ALTEC	08/17/20	\$808.00	\$808.00	603-31-4250	Repairs	\$10,000.00	\$6,150.99
	29		EKERN HOME EQUIPMENT, INC., 815 2ND ST SOUTH, BROOKINGS, SD, 57006-3045			\$808.00				
	162742	07/14/20	SERVICE LABOR-CVCOMPRESSOR MOTORS PNEUMATICS BURNED OUT/NEW MOTOR	08/17/20	\$148.00	\$148.00	101-10-4250	Repairs	\$0.00	(\$4,352.16)
	162838	07/16/20	1/2HP 1740RPM 115/208-230 MOTOR FOR QUINCEY AIR COMPRESOR/OIL IN COMPRESSOR	08/17/20	\$772.50	\$772.50	101-10-4250	Repairs	\$0.00	(\$4,352.16)

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

Vendor	InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	162548	07/08/20	FILTERS	08/17/20	\$27.96	\$27.96	101-10-4260	Supplies	\$2,000.00	(\$80.90)
	162737	07/14/20	FILTERS	08/17/20	\$69.90	\$69.90	101-10-4260	Supplies	\$2,000.00	(\$80.90)
	162638	07/10/20	105 S SUMMIT/MAIN OFF/HANDLE BROKE/REPLACED MAIN SHUT OFF	08/17/20	\$181.96	\$181.96	602-31-4250	Repairs	\$7,500.00	\$2,495.34
	162356	07/01/20	FILL VALVE	08/17/20	\$8.99	\$8.99	602-31-4260	Supplies	\$5,000.00	\$2,163.37
	163059	07/27/20	PIPE DOPE/3/4"BRASS BALL VALVE	08/17/20	\$38.97	\$38.97	602-31-4260	Supplies	\$5,000.00	\$2,163.37
	162355	07/01/20	FOAMING ROOT KILLER	08/17/20	\$95.97	\$95.97	604-31-4260	Supplies	\$8,500.00	\$3,046.39
						\$1,344.25				
574	FED EX, P.O. BOX 371461, PITTSBURGH, PA, 15250-7461									
	7-078-78831	07/29/20	TRANSPORTATION CHARGE	08/17/20	\$13.39	\$13.39	101-02-4260	Supplies	\$6,000.00	\$4,406.25
						\$13.39				
1208	FLANDREAU VETERINARY CLINIC, 200 S VETERANS ST, FLANDREAU, SD, 57028-1425									
	58801	07/13/20	SCIENCE DIET CANINE	08/17/20	\$174.26	\$174.26	101-02-4264	K-9 Expenses	\$2,250.00	\$1,226.16
						\$174.26				
1668	GILLESPIE OUTDOOR POWER EQUIPMENT, 1080 RUUD TRAIL STE 1, HARTFORD, SD, 57033-									
	45262	08/24/20	DECK BELT/BLADES/TIR/WHL	08/17/20	\$597.00	\$597.00	101-08-4260	Supplies	\$17,500.00	(\$409.01)
						\$597.00				
1112	GRAHAM TIRE S.F. NORTH, 4515 N CLIFF AVE, SIOUX FALLS, SD, 57104-0449									
	202866482	08/06/20	245/55R18 103V EAGLE RS-A	08/17/20	\$540.00	\$540.00	101-02-4250	Repairs	\$10,000.00	(\$485.82)
						\$540.00				
1742	GREATAMERICA FINANCIAL SVCS., PO BOX 660831, DALLAS, TX, 75266-0831									
	27553578	08/11/20	TOSHIBA COPIER-AGREEMENT 007- 1376998-00	08/17/20	\$190.55	\$190.55	101-02-4293	Contract/Agreement	\$62,000.00	\$16,274.15
						\$190.55				
48	HAWKINS, INC., PO BOX 860263, MINNEAPOLIS, MN, 55486-0263									
	4760602	07/24/20	CHLORINE CYLINDER	08/17/20	\$20.00	\$20.00	602-31-4260	Supplies	\$5,000.00	\$2,163.37
						\$20.00				
64	M & H COMMUNICATIONS, 604 7TH ST. SW, PIPESTONE, MN, 56164-1163									
	26652	07/21/20	REPAIR ONE PORTABLE RADIO	08/17/20	\$55.00	\$55.00	101-03-4250	Repairs	\$9,000.00	\$4,773.21
	26647	07/15/20	SIX NEW PAGERS	08/17/20	\$2,634.00	\$2,634.00	101-03-4260	Supplies	\$8,000.00	\$616.68
						\$2,689.00				
65	M & T FIRE AND SAFETY, INC., P.O. BOX 167, VOLGA, SD, 57071-0167									
	42020-FFD	04/20/20	ASEPTIC PLUS DISINFECTANT FOR THE EMERGENCY SERVICES AND HOSPITALS	08/17/20	\$470.00	\$470.00	101-01-4294	COVID-19 Expenses	\$0.00	(\$3,562.29)
						\$470.00				
1821	MADDIE HURSEY, 22615 480TH AVE, FLANDREAU, SD, 57028-6705									
	6-12-2020	06/12/20	SUPPLIES FOR ART -SUMMER REC-2020	08/17/20	\$160.64	\$160.64	101-23-4260	Supplies	\$1,500.00	\$1,390.05

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Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
284	07/09/20	MC & R POOLS, 2409 E BENSON RD, SIOUX FALLS, SD, 57104-7020	08/17/20	\$3,378.95	\$160.64	101-07-4260	Supplies	\$13,500.00	\$10,771.54
1201493-IN		BLUEBIRD RIPPLE 3/8" TILE			\$3,378.95				
1378	06/15/20	METRON-FARNIER, LLC, 5665 AIRPORT BLVD., SUITE B 105, BOULDER, CO, 80301-2300	08/17/20	\$8,109.11	\$3,378.95	602-31-4362	Equipment/Meters	\$50,000.00	\$14,755.61
31215		WATER METERS							
31429	07/29/20	VERIZON WIRELESS SERVICE-ONE YEAR PLAN	08/17/20	\$1,560.00	\$1,560.00	602-31-4362	Equipment/Meters	\$50,000.00	\$14,755.61
31441	07/29/20	WATER METERS	08/17/20	\$8,573.06	\$8,573.06	602-31-4362	Equipment/Meters	\$50,000.00	\$14,755.61
68	07/23/20	MID AMERICAN RESEARCH CHEMICAL, P.O. BOX 927, COLUMBUS, NE, 68602-0927	08/17/20	\$632.33	\$18,242.17	604-31-4260	Supplies	\$8,500.00	\$3,046.39
705907-IN		TERMINATOR 05			\$632.33				
33	07/31/20	MOODY COUNTY ENTERPRISE, PO BOX 71, FLANDREAU, SD, 57028-0071	08/17/20	\$235.25	\$235.25	101-01-4230	Publishing/Advertising	\$8,200.00	\$3,092.06
7-2020		MINUTES & RESOLUTION			\$16.72			\$600.00	\$600.00
7-2020	07/31/20	AIRPORT FARM LAND BID	08/17/20	\$16.72	\$16.72	606-11-4230	Publishing/Advertising	\$600.00	\$600.00
22	08/04/20	OFFICE PEEPS, INC., P.O. BOX 907, WATERTOWN, SD, 57201-0907	08/17/20	\$15.84	\$251.97	602-32-4260	Supplies	\$6,500.00	\$2,893.75
907164-0		BINDERS/TAPE/LEAD/INK ROLL,CALC			\$15.84			\$6,500.00	\$2,893.75
907164-1	08/06/20	INDEX/HOLDER, SIGN	08/17/20	\$32.30	\$32.30	602-32-4260	Supplies	\$6,500.00	\$2,893.75
908110-0	08/11/20	HP TONER/PLANNER/CALENDAR	08/17/20	\$53.76	\$53.76	602-32-4260	Supplies	\$6,500.00	\$2,933.23
907164-0	08/04/20	BINDERS/TAPE/LEAD/INK ROLL,CALC	08/17/20	\$15.85	\$15.85	603-32-4260	Supplies	\$6,500.00	\$2,933.23
907164-1	08/06/20	INDEX/HOLDER, SIGN	08/17/20	\$32.30	\$32.30	603-32-4260	Supplies	\$6,500.00	\$2,933.23
908110-0	08/11/20	HP TONER/PLANNER/CALENDAR	08/17/20	\$53.76	\$53.76	603-32-4260	Supplies	\$6,500.00	\$2,933.23
907164-0	08/04/20	BINDERS/TAPE/LEAD/INK ROLL,CALC	08/17/20	\$15.85	\$15.85	604-32-4260	Supplies	\$6,500.00	\$2,935.89
907164-1	08/06/20	INDEX/HOLDER, SIGN	08/17/20	\$32.30	\$32.30	604-32-4260	Supplies	\$6,500.00	\$2,935.89
908110-0	08/11/20	HP TONER/PLANNER/CALENDAR	08/17/20	\$53.76	\$53.76	604-32-4260	Supplies	\$6,500.00	\$2,935.89
120	07/31/20	OTTERTAIL POWER COMPANY, P.O. BOX 2002, FERGUS FALLS, MIN, 56538-2002	08/17/20	\$226.66	\$305.72	606-11-4280	Utilities	\$5,000.00	\$2,389.16
9567		BINDERS/TAPE/LEAD/INK ROLL,CALC			\$226.66				
1838	08/06/20	PATRIOT ELECTRIC, INC., 209 E 2ND AVENUE, FLANDREAU, SD, 57028-1224	08/17/20	\$15.12	\$226.66	603-31-4260	Supplies	\$15,000.00	\$4,500.10
656		MATERIALS FOR CENTURY LINK-STEEL TWO HOLE STRAPS/TERMINAL PVC ADAPTERS/LOCKNUTS/BUSHINGS			\$15.12				
75		POSTMASTER, , , ,			\$15.12				

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Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	8-2020	08/13/20	POSTAGE FOR UTILITY BILLS	08/17/20	\$88.33	\$88.33	602-32-4260	Supplies	\$6,500.00	\$2,893.75
	8-2020	08/13/20	POSTAGE FOR UTILITY BILLS	08/17/20	\$88.33	\$88.33	603-32-4260	Supplies	\$6,500.00	\$2,933.23
	8-2020	08/13/20	POSTAGE FOR UTILITY BILLS	08/17/20	\$88.34	\$88.34	604-32-4260	Supplies	\$6,500.00	\$2,935.89
						\$265.00				
76			POWERS OIL COMPANY, 510 E. PIPESTONE AVE., FLANDREAU, SD, 57028-1841							
7-2020		07/31/20	GAS/OIL	08/17/20	\$300.30	\$300.30	101-08-4263	Gas/Oil	\$5,500.00	\$3,902.27
7-2020		07/31/20	GAS/OIL	08/17/20	\$119.71	\$119.71	101-12-4263	Gas/Oil	\$1,000.00	\$626.28
7-2020		07/31/20	GAS/OIL	08/17/20	\$6.50	\$6.50	603-31-4263	Gas/Oil	\$6,000.00	\$3,781.23
7-2020		07/31/20	GAS/OIL	08/17/20	\$21.15	\$21.15	606-11-4263	Gas/Oil	\$1,900.00	\$1,342.66
						\$447.66				
275			RAMSDELL F&M LTD, 308 S VETERANS ST., FLANDREAU, SD, 57028-1437							
347660		08/20/20	TOMAHAWK#/FERTILIZER PAILS	08/17/20	\$116.37	\$116.37	101-04-4260	Supplies	\$13,500.00	\$6,033.51
						\$116.37				
128			RIVER'S EDGE COOPERATIVE, WEST HWY 32, 1100 W. PIPESTONE AVE., FLANDREAU, SD, 57028-1440							
7-2020		07/31/20	GAS/OIL	08/17/20	\$309.06	\$309.06	101-03-4263	Gas/Oil	\$3,000.00	\$1,217.39
7-2020		07/31/20	GAS/OIL	08/17/20	\$242.32	\$242.32	101-04-4263	Gas/Oil	\$10,000.00	\$4,705.45
7-2020		07/31/20	GAS/OIL	08/17/20	\$136.35	\$136.35	101-08-4263	Gas/Oil	\$5,500.00	\$3,902.27
7-2020		07/31/20	GAS/OIL	08/17/20	\$118.18	\$118.18	602-31-4263	Gas/Oil	\$2,000.00	\$1,150.71
7-2020		07/31/20	GAS/OIL	08/17/20	\$383.69	\$383.69	603-31-4263	Gas/Oil	\$6,000.00	\$3,781.23
7-2020		07/31/20	GAS/OIL	08/17/20	\$118.17	\$118.17	604-31-4263	Gas/Oil	\$4,000.00	\$3,150.72
						\$1,307.77				
91			SD MUNICIPAL LEAGUE, 208 ISLAND DRIVE, FORT PIERRE, SD, 57532-7301							
6175		07/02/20	RETAINER APPLIED FOR CODE ENFORCEMENT SERVICES	08/17/20	\$1,410.88	\$1,410.88	101-01-4220	Professional Fees	\$10,750.00	(\$20,950.00)
6205		08/04/20	RETAINER APPLIED FOR CODE ENFORCEMENT SERVICES	08/17/20	\$661.40	\$661.40	101-01-4220	Professional Fees	\$10,750.00	(\$20,950.00)
						\$2,072.28				
91			SD MUNICIPAL LEAGUE, 208 ISLAND DRIVE, FORT PIERRE, SD, 57532-7301							
8-2020		08/11/20	2020 ELECTED OFFICIALS WORKSHOP/EXERN & FARGEN	08/17/20	\$100.00	\$100.00	101-21-4270	Travel/Conference	\$500.00	\$422.00
						\$100.00				
141			SD SUPPLEMENTAL RETIREMENT PLAN, P.O. BOX 1098, PIERRE, SD, 57501-1098							
8-12-2020		08/12/20	SUPPLEMENTAL RETIREMENT-JEFF PEDERSON	08/17/20	\$38.46	\$38.46	101-17-4135	Retirement-Special	\$1,000.00	\$423.10
8-12-2020		08/12/20	SUPPLEMENTAL RETIREMENT- LUCAS DAILEY	08/17/20	\$75.00	\$75.00	602-00-2166	Retire. Supplemental Pay	\$0.00	\$0.00
8-12-2020		08/12/20	SUPPLEMENTAL RETIREMENT-JEFF PEDERSON	08/17/20	\$38.46	\$38.46	602-32-4135	Retirement-Special	\$1,000.00	\$423.10
8-12-2020		08/12/20	SUPPLEMENTAL RETIREMENT-RYAN SHERMAN	08/17/20	\$50.00	\$50.00	603-00-2166	Retire. Supplemental Pay	\$0.00	(\$100.00)

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Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	8-12-2020	08/12/20	SUPPLEMENTAL RETIREMENT-JEFF PEDERSON	08/17/20	\$76.93	\$76.93	603-32-4135	Retirement-Special	\$2,000.00	\$846.05
	8-12-2020	08/12/20	SUPPLEMENTAL RETIREMENT- LUCAS DAILEY	08/17/20	\$75.00	\$75.00	604-00-2166	Retire. Supplemental Pay	\$0.00	\$0.00
	8-12-2020	08/12/20	SUPPLEMENTAL RETIREMENT-JEFF PEDERSON	08/17/20	\$38.46	\$38.46	604-32-4135	Retirement-Special	\$1,000.00	\$423.10
	236		SIOUX VALLEY ENERGY, P.O. BOX 5512, SIOUX FALLS, SD, 57117-5512			\$392.31				
	7-2020 WATER	07/28/20	ACCT 152050600 ELECTRIC	08/17/20	\$81.00	\$81.00	602-31-4280	Utilities	\$3,800.00	\$1,857.74
	7-2020 SOLID WA	07/28/20	83330101 SOLID WASTE/ELECTRIC	08/17/20	\$52.00	\$52.00	612-05-4280	Utilities	\$670.00	\$367.00
	1570		SPARKLE CAR WASH, INC., 713 W 3RD AVE, FLANDREAU, SD, 57028-1503			\$133.00				
	206601	08/01/20	POLICE VEHICLE WASH	08/17/20	\$26.78	\$26.78	101-02-4260	Supplies	\$6,000.00	\$4,406.25
	102		STURDEVANT'S AUTO SUPPLY, 105 N. CRESCENT ST., FLANDREAU, SD, 57028-1236			\$26.78				
	7-2020	07/31/20	REPAIRS-REMAN STARTER	08/17/20	\$119.99	\$119.99	101-03-4250	Repairs	\$9,000.00	\$4,773.21
	7-2020	07/31/20	SUPPLIES-PAINT MARKER RED	08/17/20	\$7.34	\$7.34	603-31-4260	Supplies	\$15,000.00	\$4,500.10
	7-2020	07/31/20	REPAIRS-HI POWER IT V-BELT	08/17/20	\$32.84	\$32.84	604-31-4250	Repairs	\$12,000.00	(\$1,757.65)
	1761		TWO WAY SOLUTIONS, INC, 700 E 3RD ST, SIOUX FALLS, SD, 57103-0801			\$160.17				
	117865	08/04/20	BATTERIES FOR PAGERS	08/17/20	\$124.95	\$124.95	101-02-4260	Supplies	\$6,000.00	\$4,406.25
	1764		TYLER LUMBER COMPANY, PO BOX 370, TYLER, MN, 56178-0370			\$124.95				
	7-2020	07/31/20	SUPPLIES	08/17/20	\$21.25	\$21.25	101-04-4260	Supplies	\$13,500.00	\$6,033.51
	7-2020	07/31/20	SUPPLIES	08/17/20	\$76.39	\$76.39	101-08-4260	Supplies	\$17,500.00	(\$409.01)
	7-2020	07/31/20	SUPPLIES	08/17/20	\$84.59	\$84.59	602-31-4260	Supplies	\$5,000.00	\$2,163.37
	7-2020	07/31/20	SUPPLIES	08/17/20	\$22.89	\$22.89	602-32-4260	Supplies	\$6,500.00	\$2,893.75
	7-2020	07/31/20	SUPPLIES	08/17/20	\$686.51	\$686.51	603-31-4260	Supplies	\$15,000.00	\$4,500.10
	7-2020	07/31/20	SUPPLIES	08/17/20	\$22.89	\$22.89	603-32-4260	Supplies	\$6,500.00	\$2,933.23
	7-2020	07/31/20	SUPPLIES	08/17/20	\$12.99	\$12.99	604-31-4260	Supplies	\$8,500.00	\$3,046.39
	7-2020	07/31/20	SUPPLIES	08/17/20	\$22.87	\$22.87	604-32-4260	Supplies	\$6,500.00	\$2,935.89
	7-2020	07/31/20	SUPPLIES	08/17/20	\$25.23	\$25.23	606-11-4260	Supplies	\$800.00	(\$1,043.28)
	1867		VADIM MUNICIPAL SOFTWARE, INC, 12709 COLLECTION CENTER DRIVE, CHICAGO, IL, 60693-0001			\$975.61				
	286795	07/23/20	LICENSE FEE/ANNUAL MAINTENANCE FEE	08/17/20	\$171.16	\$171.16	602-32-4293	Contract/Agreement	\$5,600.00	\$2,146.84
	286795	07/23/20	LICENSE FEE/ANNUAL MAINTENANCE FEE	08/17/20	\$171.17	\$171.17	603-32-4293	Contract/Agreement	\$10,100.00	\$6,597.97
	286795	07/23/20	LICENSE FEE/ANNUAL MAINTENANCE FEE	08/17/20	\$171.17	\$171.17	604-32-4293	Contract/Agreement	\$5,600.00	\$2,233.44
						\$513.50				

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WAXDAHL NAPA PLUS LLC, 101 S CRESCENT ST, FLANDREAU, SD, 57028-1716		907									
		159771	07/27/20	5W30 OIL AND FILTER	08/17/20	\$40.57	\$40.57	101-08-4260	Supplies	\$17,500.00	(\$409.01)
		159223	07/06/20	HYDRAULIC FILTER	08/17/20	\$30.48	\$30.48	603-31-4260	Supplies	\$15,000.00	\$4,500.10
		159764	07/27/20	CLAMP	08/17/20	\$10.55	\$10.55	603-31-4260	Supplies	\$15,000.00	\$4,500.10
							\$81.60				
WYSS ASSOCIATES, INC., 728 SIXTH STREET, RAPID CITY, SD, 57701-3670		1879									
		21103	07/31/20	PROJECT-FLANDREAU GC FLOOD MITIGATION-PROFESSIONAL FEE	08/17/20	\$3,525.00	\$3,525.00	101-01-4220	Professional Fees	\$10,750.00	(\$20,950.00)
							\$3,525.00				
							\$87,803.49				

Total Bills To Pay:

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1145		DAKOTACARE, PO BOX 7406, SIOUX FALLS, SD, 57117-7406							
7-8-2020	07/08/20	HEALTH INSURANCE	07/08/20	\$10,083.45	\$10,083.45	101-00-2169	Health Insurance Payable	\$0.00	(\$12,534.44)
7-8-2020	07/08/20	MISC	07/08/20	\$13.30	\$13.30	101-01-4901	Miscellaneous	\$1,000.00	(\$330.94)
7-8-2020	07/08/20	HEALTH INSURANCE	07/08/20	\$235.07	\$235.07	211-00-2169	Health Insurance Payable	\$0.00	(\$352.50)
7-8-2020	07/08/20	MISC	07/08/20	\$0.31	\$0.31	211-10-4901	Miscellaneous	\$0.00	(\$2.83)
7-8-2020	07/08/20	HEALTH INSURANCE	07/08/20	\$2,303.71	\$2,303.71	602-00-2169	Health Insurance Payable	\$0.00	(\$3,455.53)
7-8-2020	07/08/20	MISC	07/08/20	\$3.04	\$3.04	602-31-4901	Miscellaneous	\$500.00	\$476.58
7-8-2020	07/08/20	HEALTH INSURANCE	07/08/20	\$3,149.97	\$3,149.97	603-00-2169	Health Insurance Payable	\$0.00	(\$4,724.90)
7-8-2020	07/08/20	MISC	07/08/20	\$4.53	\$4.53	603-31-4901	Miscellaneous	\$1,000.00	\$939.52
7-8-2020	07/08/20	HEALTH INSURANCE	07/08/20	\$1,831.06	\$1,831.06	604-00-2169	Health Insurance Payable	\$0.00	(\$2,982.91)
7-8-2020	07/08/20	MISC	07/08/20	\$2.42	\$2.42	604-31-4901	Miscellaneous	\$300.00	\$276.67
7-8-2020	07/08/20	HEALTH INSURANCE	07/08/20	\$112.83	\$112.83	606-00-2169	Health Insurance Payable	\$0.00	(\$169.28)
7-8-2020	07/08/20	HEALTH INSURANCE	07/08/20	\$169.25	\$169.25	612-00-2169	Health Insurance Payable	\$0.00	(\$253.90)
					\$17,908.94				
151		EFTPS, , , ,							
7-1-2020	07/01/20	PAYROLL TAXES	07/01/20	\$4,409.38	\$4,409.38	101-00-2162	Payroll Taxes Payable	\$0.00	(\$14,096.09)
7-15-2020	07/15/20	PAYROLL TAXES	07/15/20	\$4,800.66	\$4,800.66	101-00-2162	Payroll Taxes Payable	\$0.00	(\$14,096.09)
7-29-2020	07/29/20	PAYROLL TAXES	07/29/20	\$4,877.41	\$4,877.41	101-00-2162	Payroll Taxes Payable	\$0.00	(\$14,096.09)
7-1-2020	07/01/20	PAYROLL TAXES	07/01/20	\$76.98	\$76.98	211-00-2162	Payroll Taxes Payable	\$0.00	(\$231.33)
7-15-2020	07/15/20	PAYROLL TAXES	07/15/20	\$76.98	\$76.98	211-00-2162	Payroll Taxes Payable	\$0.00	(\$231.33)
7-29-2020	07/29/20	PAYROLL TAXES	07/29/20	\$77.37	\$77.37	211-00-2162	Payroll Taxes Payable	\$0.00	(\$231.33)
7-1-2020	07/01/20	PAYROLL TAXES	07/01/20	\$1,085.31	\$1,085.31	602-00-2162	Payroll Taxes Payable	\$0.00	(\$3,277.92)
7-15-2020	07/15/20	PAYROLL TAXES	07/15/20	\$1,103.30	\$1,103.30	602-00-2162	Payroll Taxes Payable	\$0.00	(\$3,277.92)
7-29-2020	07/29/20	PAYROLL TAXES	07/29/20	\$1,089.31	\$1,089.31	602-00-2162	Payroll Taxes Payable	\$0.00	(\$3,277.92)
7-1-2020	07/01/20	PAYROLL TAXES	07/01/20	\$1,734.41	\$1,734.41	603-00-2162	Payroll Taxes Payable	\$0.00	(\$5,491.87)
7-15-2020	07/15/20	PAYROLL TAXES	07/15/20	\$1,896.20	\$1,896.20	603-00-2162	Payroll Taxes Payable	\$0.00	(\$5,491.87)
7-29-2020	07/29/20	PAYROLL TAXES	07/29/20	\$1,861.26	\$1,861.26	603-00-2162	Payroll Taxes Payable	\$0.00	(\$5,491.87)
7-1-2020	07/01/20	PAYROLL TAXES	07/01/20	\$950.56	\$950.56	604-00-2162	Payroll Taxes Payable	\$0.00	(\$2,523.96)
7-15-2020	07/15/20	PAYROLL TAXES	07/15/20	\$963.94	\$963.94	604-00-2162	Payroll Taxes Payable	\$0.00	(\$2,523.96)
7-29-2020	07/29/20	PAYROLL TAXES	07/29/20	\$609.46	\$609.46	604-00-2162	Payroll Taxes Payable	\$0.00	(\$2,523.96)
7-1-2020	07/01/20	PAYROLL TAXES	07/01/20	\$39.82	\$39.82	606-00-2162	Payroll Taxes Payable	\$0.00	(\$117.91)
7-15-2020	07/15/20	PAYROLL TAXES	07/15/20	\$39.38	\$39.38	606-00-2162	Payroll Taxes Payable	\$0.00	(\$117.91)
7-29-2020	07/29/20	PAYROLL TAXES	07/29/20	\$38.71	\$38.71	606-00-2162	Payroll Taxes Payable	\$0.00	(\$117.91)
7-1-2020	07/01/20	PAYROLL TAXES	07/01/20	\$82.09	\$82.09	612-00-2162	Payroll Taxes Payable	\$0.00	(\$262.42)
7-15-2020	07/15/20	PAYROLL TAXES	07/15/20	\$81.42	\$81.42	612-00-2162	Payroll Taxes Payable	\$0.00	(\$262.42)
7-29-2020	07/29/20	PAYROLL TAXES	07/29/20	\$98.91	\$98.91	612-00-2162	Payroll Taxes Payable	\$0.00	(\$262.42)
					\$25,982.86				
71		MISSOURI BASIN MUNICIPAL POWER AGENCY/S-1, , , ,							
7-10-2020	07/25/20	ELECTRIC ENERGY	07/25/20	\$151,578.41	\$151,578.41	603-30-4341	MRES/WAPA/PWR Cost	\$1,530,000.00	\$883,335.24

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

Vendor	InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
						\$151,578.41				
93			SD STATE TREAS-SALES TAX, DEPT. OF REVENUE & REGULATIONS, P.O. BOX 5055, SIOUX FALLS, SD, 57117-5055							
	6-30-2020	07/23/20	STATE SALES TAX	07/23/20	\$88.48	\$88.48	101-00-2170	Sales Taxes Payable	\$0.00	(\$289.08)
	6-30-2020	07/23/20	STATE SALES TAX	07/23/20	\$8,853.88	\$8,853.88	603-00-2170	Sales Taxes Payable	\$0.00	(\$17,990.70)
	6-30-2020	07/23/20	STATE SALES TAX	07/23/20	\$5.63	\$5.63	606-00-2170	Sales Taxes Payable	\$0.00	(\$16.89)
	6-30-2020	07/23/20	STATE SALES TAX	07/23/20	\$916.24	\$916.24	612-00-2170	Sales Taxes Payable	\$0.00	(\$1,831.79)
						\$9,864.23				
109			US DEPARTMENT OF AGRICULTURE,,,,,							
	7-4-2020	07/04/20	2001 WATER BOND PAYMENT PRINCIPAL	07/04/20	\$1,223.44	\$1,223.44	602-40-4708	Principal - 2000 Water Bo	\$14,653.00	\$7,418.26
	7-4-2020	07/04/20	2001 WATER BOND PAYMENT INTEREST	07/04/20	\$2,157.56	\$2,157.56	602-40-4709	Interest - 2000 Water Bo	\$25,920.00	\$12,868.74
						\$3,381.00				
1856			US DEPT OF AGRICULTURE--WATER/SEWER,,,,,							
	7-8-2020	07/08/20	2019 WATER BOND PRINCIPAL	07/08/20	\$3,243.06	\$3,243.06	602-40-4716	Principal - 2019 Water Bo	\$38,880.00	\$19,555.73
	7-8-2020	07/08/20	2019 WATER BOND INTEREST	07/08/20	\$4,999.94	\$4,999.94	602-40-4717	Interest - 2019 Water Bo	\$60,037.00	\$29,903.27
	7-8-2020	07/08/20	2019 SEWER BOND (1) PRINCIPAL	07/08/20	\$4,600.62	\$4,600.62	604-40-4718	Principal - 2019 Sewer B	\$55,155.00	\$27,741.51
	7-8-2020	07/08/20	2019 SEWER BOND (1) INTEREST	07/08/20	\$7,092.38	\$7,092.38	604-40-4719	Interest - 2019 Sewer Bo	\$85,162.00	\$42,417.49
	7-8-2020	07/08/20	2019 SEWER BOND (2) PRINCIPAL	07/08/20	\$610.58	\$610.58	604-40-4728	Principal - 2019 Sewer B	\$7,320.00	\$3,681.75
	7-8-2020	07/08/20	2019 SEWER BOND (2) INTEREST	07/08/20	\$940.42	\$940.42	604-40-4729	Interest - 2019 Sewer Bo	\$11,293.00	\$5,625.25
						\$21,487.00				
						\$230,212.44				

Total Bills To Pay:



1005 W Elm Avenue - Flandreau, South Dakota 57028

July 24, 2020

City of Flandreau
1005 W Elm Avenue
Flandreau, SD 57028-1404

Re: 2021 Subsidy

Dear City Council,

The Flandreau Development Corporation would like to thank the council for their ongoing support. Currently, we are receiving \$60,000 per year, that is going directly towards the loan payment for South View Heights. We are asking for consideration to extend our amount to \$80,000 for the upcoming year. This would give the FDC the opportunity to continue to pursue purchases for economic development. The funds would not be used for operating nor donations. Rather, for the investment in future lots and existing land for economic development.

With your support we will continue to develop our community. We welcome any questions or clarification you'd like for the necessity of the added funds.

Respectfully,

A handwritten signature in blue ink that reads "Kelley Ramsdell". The signature is written in a cursive, flowing style.

Kelley Ramsdell
Flandreau Development Corporation
605-864-1779



To: Flandreau City Council Members, Administrator Pederson, and Mayor Sutton.

For consideration in City of Flandreau 2021 budgeting.

The Board of Directors, representing the membership for the River's Bend Country Club located East of Flandreau, is requesting the City to put into their budget the cost of salary for a Greens Keeper/Course Superintendent. Annual cost for this position, including taxes and insurance, but not including benefits, is \$41,000.00

We believe that the major flooding that took place in 2018 and 2019 were anomalies, and 2021 and forward will be great seasons to attract families to our area with the ability to play golf while also increasing the way of life for current residents. 2020 has proved to be a fantastic year for getting the public to know the course is open and in excellent shape. With continued support from the City of Flandreau, this course will continue to remain playable for years to come. Providing the salary for the Greens Keeper/Course Superintendent will jumpstart the ability to be prepared for 2021, as well as allow extra funds to be put towards necessary items in the fall like aerating and sanding the greens, and applying fungicides/fertilizers to necessary areas.

We hope that you will consider this request and see the importance of budgeting this position into 2021 and beyond.

Sincerely, Board of Directors, River's Bend Country Club.

Agenda Action Form Flandreau City Council

Meeting Date: 8/17/2020

Title: Second Reading of Ordinance No. 599, An Ordinance Establishing a Discretionary Formula for the Assessment of Property Taxes on New Structures and Additions Within the City of Flandreau, Moody County, South Dakota

Motion Resolution Ordinance Other

Background Information: Per South Dakota Codified Law (SDCL), ordinances shall be read twice with at least five days intervening between the first and second reading. The approved ordinance will take effect twenty days after publication. No changes have been made since the first reading.

Justification: Required per SDCL 9-19-7 and 9-19-13

Financial Consideration: None

City Administrator's Recommendation: Approve

Attachments: Ordinance No. 599, An Ordinance Establishing a Discretionary Formula for the Assessment of Property Taxes on New Structures and Additions Within the City of Flandreau, Moody County, South Dakota (replaces Ordinance No. 588); Agenda Action Form for First Reading Held on August 3rd.

ORDINANCE NO. 599

AN ORDINANCE ESTABLISHING A DISCRETIONARY FORMULA FOR THE ASSESSMENT OF PROPERTY TAXES ON NEW STRUCTURES AND ADDITIONS WITHIN THE CITY OF FLANDREAU, MOODY COUNTY, SOUTH DAKOTA.

WHEREAS, the City of Flandreau, Moody County, South Dakota, wishes to promote economic development and encourage new construction and improvements within its municipal corporate limits; and

WHEREAS, SDCL ~~10-6-35.4~~ 10-6-35.2 allows the City of Flandreau to adopt a discretionary formula for assessed value upon new structures and additions for a period of five years; now, therefore

BE IT ORDAINED that a discretionary formula be adopted for any new commercial/industrial structures, additions, or renovations, or reconstruction as defined in SDCL §§~~10-6-35.1~~ 10-6-35.2(1), ~~10-6-35.24~~ 10-6-35.2(4), ~~10-6-35.25~~ 10-6-35.2(5) and ~~10-6-54~~ 10-6-35.2(7) with a true and full value of \$30,000.00 or more to be added to real property; and

BE IT FURTHER ORDAINED that the structure be assessed according to the discretionary formula for a period of five years according to the following percentages:

Year 1 following completion:	0%
Year 2 following completion:	25%
Year 3 following completion:	50%
Year 4 following completion:	75%
Year 5 following completion:	100%

BE IT FINALLY ORDAINED that this ordinance shall only apply to structures or additions to existing structures begun and completed after the effective date of this ordinance.

Dated this 3rd day of August, 2020.

Daniel D. Sutton
Mayor

ATTEST:

Jeff Pederson
City Administrator

First Reading: August 3rd, 2020
Second Reading: August 17th, 2020
Published: August 26th, 2020
Effective: September 15th, 2020

(SEAL)

Agenda Action Form Flandreau City Council

Meeting Date: 8/3/2020

Title: Replacement of Discretionary Formula Ordinance No. 588 with Ordinance No. 599, An Ordinance Establishing a Discretionary Formula for the Assessment of Property Taxes on New Structures and Additions Within the City of Flandreau, Moody County, South Dakota

Motion Resolution Ordinance Other

Background Information: In 2018, the City of Flandreau put in place a Discretionary Ordinance to allow for abatement of property taxes over a five-year period for new construction or additions to existing commercial or industrial structures. Prior to then, a Discretionary Ordinance was in place for all of Moody County. During the 2020 Session, the Legislature passed HB 1259 which reorganized existing State statutes regarding the Discretionary Formula into a “one stop shop”. With the law taking effect July 1, the City needs to amend its Ordinance to incorporate the new Statute cites that replaced the former ones that were repealed. There will be no change in functionality of the Ordinance as a result of these changes.

Justification: Required to be put into place on July 1 for any new applications of the Discretionary Formula. Any properties to which the Discretionary Ordinance applied prior to July 1 are grandfathered in.

Financial Consideration: None in addition to previous policy for property tax abatement.

City Administrator’s Recommendation: Approve

Attachments: Ordinance No. 599, An Ordinance Establishing a Discretionary Formula for the Assessment of Property Taxes on New Structures and Additions Within the City of Flandreau, Moody County, South Dakota (replaces Ordinance No. 588)

Agenda Action Form Flandreau City Council

Meeting Date: 8/17/2020

Title: Approval of CARES Act Grant Agreement with SD Department of Transportation for the Flandreau Municipal Airport

Motion Resolution Ordinance Other

Background Information: The Coronavirus Aid, Relief, and Economic Security Act provides funding to airports to help offset a decline in revenues associated with COVID-19. The Flandreau Airport is eligible for \$20,000 under the Act. The CARES Act Grant Agreement with the Federal Aviation Administration (FAA) was previously approved on June 15th; an agreement with DOT is required to make reimbursement payment to the City.

Justification: This grant is offered to the City with conditions that are attached to the Agreement. All required conditions are attainable and acceptable. The identified use of the grant funds is for the purchase of a commercial lawn mower that will be dedicated to the facility for use on grass on and around the airport facilities.

Financial Consideration: There is no matching funds requirement.

City Administrator's Recommendation: Approve

Attachments: CARES Act Grant Agreement with SD Department of Transportation

CFDA No. 20.106

Federal Award Date: June 3, 2020

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF SECRETARIAT
OFFICE OF AIR, RAIL, AND TRANSIT
AGREEMENT FOR PROJECT NO. 3-46-0077-12-2020**

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the city of Flandreau, South Dakota, referred to in this Agreement as the "SPONSOR."

BACKGROUND:

- A. On Friday, March 27, 2020, the President of the United States signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act (H.R. 748, Public Law 116-136) into law. The CARES Act provides emergency assistance and health care response for individuals, families, and businesses affected by the coronavirus disease of 2019 ("COVID-19") pandemic and provides emergency appropriations to support the Executive Branch agency operations during the COVID-19 pandemic.
- B. The Federal Aviation Administration ("FAA") through the CARES Act allocated \$10 billion in funds to be awarded as economic relief to eligible U.S. airports affected by the prevention of, preparation for, and response to the COVID-19 pandemic. Funding will be provided at a one hundred percent (100%) federal share, with no local match required, and will be available to support capital, operating, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19. Grants for operating expenses may not include any activities prior to January 20, 2020.
- C. The STATE and the SPONSOR have entered into an agency agreement for the purpose of prevention of, preparation for, and response to the COVID-19 pandemic and establishing, constructing, and maintaining an airport on a portion of Section Nine (9), of Township One Hundred Six North (106N), Range Forty-eight West (48W) of the 5th Prime Meridian, Moody County, South Dakota, referred to in this Agreement as the "Airport."
- D. The SPONSOR proposes the development of the Airport will consist of the following described items, referred to in this Agreement as the "Project":

FAA designated eligible costs which may include prevention of, preparation for, and response to the COVID-19 pandemic items, maintenance, and development expenses for which CARES Act funding may be lawfully used.

NOW, THEREFORE, in consideration of these facts and the mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. Payment

Pursuant to and for the purposes of carrying out the provisions of South Dakota Codified Law (SDCL) § 50-7-15, the STATE will reimburse the SPONSOR with allocated funds for one hundred percent (100%) of **eligible Project costs, not to exceed Twenty Thousand Dollars and No Cents (\$20,000.00)**. The STATE will determine eligible costs in the same manner as for the Federal Aviation Administration (FAA) Grant Agreement Project Number 3-46-0077-012-2020. The STATE will make payments to the SPONSOR up to 100% of the total share of eligible Project costs listed in this section once the project costs have been approved by the FAA. The STATE may withhold the remaining ten percent (10%) of eligible Project costs until the FAA has approved

the Quality Closeout Report. The STATE will pay the remaining 10% of the eligible Project costs to the SPONSOR upon notification of the FAA'S approval of the Quality Closeout Report.

Section 2. Termination

1. For Convenience. The STATE may, with the concurrence of the SPONSOR, terminate and cancel this Agreement if both parties agree, in writing, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.
2. For Cause. The STATE may, by written notice to the SPONSOR, terminate the Project and cancel this Agreement for any of the following reasons:
 - (a) The SPONSOR takes any action pertaining to this Agreement without the STATE'S approval when, under the terms of this Agreement, the STATE'S approval is required.
 - (b) The commencement, prosecution, or timely completion of the Project by the SPONSOR is, for any reason, rendered improbable, impossible, or illegal.
 - (c) The SPONSOR is default under any provision of this Agreement.

Section 3. SPONSOR Assurances

1. The SPONSOR will operate the Airport as such for the use and benefit of the public. The SPONSOR will operate and maintain the Airport as a public use facility for a minimum of twenty (20) years from the date of this Agreement.
2. The SPONSOR will not exercise, grant, or permit any exclusive right for the use of the Airport. This provision will not be construed to prohibit the granting or exercising of an exclusive right for the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature.
3. The SPONSOR will suitably operate and maintain the Airport and all facilities on or connected with which are necessary for airport purposes. The SPONSOR will not allow facilities on Airport property which would interfere with the SPONSOR'S use for aeronautical purposes in a safe manner. Essential facilities, including night lighting systems, when installed, will be operated in such a manner as to assure their availability to all users of the Airport.
4. Insofar as is within the SPONSOR'S powers, the SPONSOR will prevent the use of any land either within or outside the boundaries of the Airport in any manner, including construction, which would create a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or otherwise limit the usefulness of the Airport. The SPONSOR will notify the STATE as soon as any information is known which may cause or create such hazards to the Airport.
5. The SPONSOR will not enter into any transaction which would operate to deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made in this Agreement, unless by such transaction the obligation to perform all such covenants is assumed by another public agency. If an arrangement is made for management or operation of Airport by an agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

Section 4. Special Conditions

1. As may be applicable, the "Conditions" and "Assurances" contained in the Airport Improvement Program (AIP) Grant Agreement for Project No. 3-46-0077-012-2020 are included in and incorporated into this Agreement by reference.
2. Eligible costs for this Agreement will be as indicated in the AIP Grant as determined by the FAA.

3. The SPONSOR will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE in a manner consistent with this Agreement. The SPONSOR will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. Failure to comply with federal requirements related to right-of-way, environmental clearances, utilities, contract provisions, and the bid letting process could jeopardize future federal funding.
4. The SPONSOR will pay subcontractors or suppliers within fifteen (15) days of receiving payment for work that is submitted for progress payment by the STATE. If the SPONSOR withholds payment beyond this time period, the SPONSOR will submit written justification to the STATE, upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, the STATE may withhold future estimated payments or may direct the SPONSOR to make such payment to the subcontractor or supplier.
5. The SPONSOR must submit any proposed change affecting the Project to the STATE, in writing, for the STATE'S approval prior to any change.
6. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and be signed by an authorized representative of each of the parties to this Agreement.
7. The SPONSOR will maintain an accurate cost accounting system for all costs incurred under this Agreement with costs clearly identified with activities performed under this Agreement. All Project charges will be subject to audit in accordance with the STATE'S current procedures and 2 CFR Part 200.
8. Upon reasonable notice, the SPONSOR will allow the STATE or U.S. Department of Transportation representatives to examine all records of the SPONSOR related to this Agreement during the SPONSOR'S normal business hours. The SPONSOR will keep all such records for a period of three (3) years after the date of final payment by the STATE under this Agreement and all other pending matters are closed.
9. If the SPONSOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds during any SPONSOR fiscal year covered, in whole or in part, under this Agreement, the SPONSOR will be subject to the single agency audit requirements under the U. S. Office of Management and Budget (OMB) regulations, found at 2 CFR Part 200 subpart F. If the SPONSOR expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds during any SPONSOR fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the allowability of services or costs and adherence to Agreement provisions.
10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.
11. The SPONSOR will provide services in compliance with the American with Disabilities Act of 1990 and any amendments.
12. The SPONSOR certifies, to the best of the SPONSOR'S knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the SPONSOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an

officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above-mentioned parties, the SPONSOR will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The SPONSOR will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

13. The SPONSOR certifies, by signing this Agreement, that neither the SPONSOR nor the SPONSOR'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.
14. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the SPONSOR is encouraged to:
 - A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for or on behalf of the federal government, including work relating to a grant or subgrant.
 - B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and,
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
15. The SPONSOR will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceeding which may arise as a result of the SPONSOR performing services under this Agreement. This section does not require the SPONSOR to be responsible for or defend against claims or damages arising solely from acts or omissions of the STATE, its officer, agents, or employees.
16. The SPONSOR has designated its Mayor as the SPONSOR'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the SPONSOR. A copy of the SPONSOR'S Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the SPONSOR'S authorized representative is attached to this Agreement as **Exhibit A**.
17. The effective date of this Agreement is **June 3, 2020**. This Agreement will end four (4) years from the date of signature by the STATE.

18. Any notice or communication required under this Agreement will be in writing and sent to the following addresses:

South Dakota Department of Transportation
Attn: Program Manager
700 East Broadway Avenue
Pierre, South Dakota 57501

City of Flandreau, South Dakota
Attn: Mayor
1005 West Elm Avenue
Flandreau, SD 57028

This Agreement has been executed by the STATE and the SPONSOR acting by and through their duly authorized representatives.

City of Flandreau, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: Mayor

Its: _____

Date: _____

Date: _____

Attest:

City Auditor/Clerk

(City Seal)

Agenda Action Form Flandreau City Council

Meeting Date: 8/17/2020

Title: Approval of Smart Grid Technology Services Agreement with Missouri River Energy Services

Motion Resolution Ordinance Other

Background Information: Flandreau Municipal Electric System is presently implementing an Advanced Metering Infrastructure program that will enhance the utilities ability to measure, collect, communicate, store, and analyze information from its electric distribution system. The City has contracted with Eaton for the purchase and installation of the new smart meters and nodes, as well as the communication equipment and relays. Installation of the communication system equipment will take place in September, with the first half of the meter change-out to take place in October and November. Missouri River Energy Services has made available to its members this service, which will assist in receiving the meter data and making it accessible to the City and its customers for use in managing the distribution system as well as the electric consumption at both the system level and the individual customer level.

Justification: Contracting with MRES for these services will enable the City to optimize the capabilities of the AMI system in the areas of system operation, system maintenance, and customer service. This will be done through the hosting of the data retrieval and formatting software, providing a portal for access to the system through the internet, and IT support for the AMI system.

Financial Consideration: There is a one-time set up fee of \$5,000. The annual cost will be \$1,000 plus twenty cents per meter per month.

City Administrator's Recommendation: Approve

Attachments: Proposed Agreement

SMART GRID TECHNOLOGY SERVICES AGREEMENT

This Smart Grid Technology Services Agreement is made as of July 31, 2020 (the “Effective Date”), by and between **Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services**, a public agency organized under the laws of the State of Iowa and existing under the intergovernmental cooperation statutes of the States of Iowa, Minnesota, North Dakota and South Dakota (“MRES”), and City of Flandreau, a municipal corporation and political subdivision of the State of South Dakota (“Member”). MRES and Member are each individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

- A. Member owns and operates an electric utility system through which it serves the electric power and energy needs of its customers.
- B. MRES and Member are parties to a power sale agreement (the “Power Sale Agreement”), pursuant to which MRES sells to Member, and Member purchases from MRES, power and energy required by Member to serve its load.
- C. MRES desires to make available to its members certain smart grid technology services by which Member may, among other things, increase its energy efficiency, control customer loads, obtain and utilize usage data, and potentially reduce peak demand, which services may benefit all MRES members by increasing efficiency and reducing total peak demand.
- D. The smart grid technology services made available by MRES pursuant to this Agreement include AMI Services, CDR Services and MDM Services, each as more specifically described in this Agreement and the associated Appendices, and such other services as MRES in its discretion may make available to Member from time to time under this Agreement.
- E. Member desires to engage MRES for the smart grid technology services requested by Member under this Agreement, and MRES is willing to provide such services, subject to the terms and conditions of this Agreement.
- F. Member has determined that the smart grid technology services requested by Member under this Agreement will directly advance the general welfare, health and safety of Member’s customers.

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, receipt of which each Party hereby acknowledges, the Parties agree as follows:

1. SERVICES

1.1 Offered Services. MRES may offer to Member from time to time the respective types of services identified below and as further described in the applicable Appendix to this Agreement (each, an “Appendix”).

- a. AMI Services. “AMI Services” means the Advanced Metering Infrastructure (“AMI”) Services described in Appendix A to this Agreement.
- b. CDR Services. “CDR Services” means the Coordinated Demand Response (“CDR”) Services described in Appendix B to this Agreement.
- c. MDM Services. “MDM Services” means the Meter Data Management (“MDM”) Services described in Appendix C to this Agreement.
- d. Other Services. “Other Services” means any services, other than the AMI Services, CDR Services and MDM Services, that MRES agrees to provide to Member under this Agreement. Any such Other Services must be memorialized in an Appendix to this Agreement prepared by MRES and executed by the Parties.

1.2 Selected Services; Appendices. MRES agrees to provide, and Member agrees to accept and pay for, those services described in one or more Appendices executed by both MRES and Member. MRES shall be required to provide, and Member shall be required to accept and purchase, only those services described in an Appendix executed by both MRES and Member (such services are referred to herein as “Services”). Each Appendix memorializing Services to be provided under this Agreement shall identify the applicable services, time for performance, deliverables, fees, and other information pertinent to the Services at issue. For a category of Services to be provided by MRES to Member under this Agreement, each Party must execute the Appendix applicable to each such category of Services.

1.3 Incorporation; Conflicts. Each Appendix executed by the Parties is incorporated into this Agreement as if fully set forth herein. In the event the terms of this Agreement conflict with the terms of an Appendix executed by the Parties, the terms of such Appendix will govern and control.

1.4 Additional Services. Following execution of this Agreement and the applicable Appendix or Appendices, Member may not add additional services under this Agreement unless such addition is agreed to in writing by MRES. The addition of services under this Agreement shall be subject to any further terms established by MRES in its discretion, including an extension of the term of this Agreement if and as determined by MRES.

2. TERM OF AGREEMENT

2.1 Term. This Agreement shall be effective as of the Effective Date and, except as otherwise provided in this Agreement, shall remain in full force and effect for an initial term of six (6) years from the Effective Date (the “Initial Term”). After the Initial Term, the term of this Agreement shall be automatically renewed for successive one (1) year term(s) (each, a “Renewal Term”) unless at least six (6) months’ written notice of termination is provided by a Party to the other Party prior to the end of the Initial Term or the then-applicable Renewal Term.

2.2 Termination for Breach. If a Party has materially breached one or more of its obligations under this Agreement, the other Party may terminate this Agreement after giving the breaching Party written notice of the breach and thirty (30) days to remedy the breach (or ten (10) days if the breach is a failure to make a payment due under this Agreement). In the event the breach is not remedied within the applicable time period described above, this Agreement may be terminated upon written notice by the non-defaulting Party to the defaulting Party.

2.3 Effect of Termination. Upon termination of this Agreement, the following shall apply: (a) MRES shall immediately stop performing Services unless otherwise agreed in writing by MRES; (b) Member shall pay MRES all fees due for Services performed up to and including the date of termination; and (c) the termination of this Agreement shall not affect any rights or obligations which accrued prior to termination, any rights the terminating Party may have arising out of the termination or the events giving rise to the termination, or any continuing obligations of either of the Parties under this Agreement as described in this Agreement.

3. MRES RESPONSIBILITIES

3.1 Services; Other Duties. MRES shall perform the Services and all other obligations of MRES described in each Appendix executed by the Parties pursuant to Section 1.1 above. In the event Member requests services different from, or in addition to, those described in an executed Appendix, and MRES is willing to provide such different or additional services, the Parties shall execute a change order or contract amendment reflecting such change in services and any related change in fees.

3.2 Information. MRES shall furnish, or cause to be furnished, to Member all information and instructions reasonably required for Member to effectively utilize the Services.

4. MEMBER RESPONSIBILITIES

4.1 Fees; Other Duties. Member shall pay all fees and costs and perform all other obligations of Member described in each Appendix executed by the Parties pursuant to Section 1.1 above.

4.2 Cooperation. Member shall cooperate with MRES with respect to MRES's performance of this Agreement and shall provide MRES with all physical access and information required for MRES to perform its obligations under this Agreement.

5. THIRD PARTY PROVIDERS

5.1 Third Party Products and Services. Member acknowledges that MRES utilizes and relies on third party product and service providers to provide certain portions or aspects of the Services. MRES agrees to use commercially reasonable efforts to arrange third party products and services required for the Services provided under this Agreement. MRES, however, shall have no responsibility or liability for any losses, damages, costs, expenses or other liability incurred or realized by a Member in any way arising from or relating to any defect, error or failure in or of

any third party products or services used by MRES to provide the Services, whether such product or service is delivered or provided to Member directly by the third party or through MRES.

5.2 Third Party Technology. The Services may contain or employ technologies licensed or made available to MRES by a third party. This Agreement is subject to any license or agreement governing such technologies, including any restrictions on transferability or other limitations contained in the third party agreement, as identified in the applicable Appendix. Member agrees to comply with all third party copyright, licensing, distribution, installation, warranty, infringement, liability, confidentiality and other terms if and to the extent such terms are set forth in the applicable Appendix.

6. DATA; PROPRIETARY INFORMATION

6.1 Data Use and Protection. Each Party shall store, maintain and secure data transmitted pursuant to this Agreement with the reasonable care exercised by similarly situated members of the electric industry, and shall treat such data as confidential, nonpublic information to the extent required by, and in accordance with, applicable law. The Parties acknowledge that cybersecurity requires vigilance by each Party to ensure the security of the data, and each Party shall take reasonable steps to maintain the security of the data. In no event shall a Party be liable to the other Party for a breach of security if the Party has taken reasonable steps to protect the data as described in this section.

6.2 Data Access. All data that is acquired pursuant to this Agreement shall be accessible to MRES and to Member for use for their respective purposes under this Agreement. Member shall be solely responsible for record retention requirements imposed on it by law.

6.3 Proprietary Information. Member shall have no right, title, claim or interest in or to any specifications, designs, plans, drawings, data, software, computer systems, prototypes or other technical or business information made available or disclosed to Member during the term of this Agreement, except as otherwise expressly provided in this Agreement.

7. WARRANTY; LIABILITY

7.1 Limited Warranty. MRES warrants that it will perform the Services in a professional and workmanlike manner, subject to the terms and limitations of this Agreement. MRES makes no warranty or guarantee as to the effectiveness or continuous operation of any system (including without limitation, any AMI, MDM or CDR system) made available or provided to Member under this Agreement. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. MRES MAKES NO OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

7.2 Limitation of Liability. MRES WILL IN NO EVENT BE LIABLE TO MEMBER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER IN AN ACTION BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, ARISING FROM

OR RELATED TO THE TRANSACTIONS HEREUNDER. IN ADDITION, IN NO EVENT WILL MRES'S TOTAL LIABILITY ARISING FROM OR RELATED TO THE TRANSACTIONS HEREUNDER, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, EXCEED THE TOTAL AMOUNT MEMBER PAID TO MRES FOR THE SERVICES GIVING RISE TO SUCH LIABILITY DURING THE PRECEDING 12-MONTH PERIOD. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT.

8. GENERAL TERMS

8.1 Power Sale Agreement Unaffected. Nothing in this Agreement shall alter the terms and conditions of the Power Sale Agreement. Member shall continue to be responsible for purchasing power according to the terms of the Power Sale Agreement, regardless of any performance or nonperformance of the Parties under this Agreement.

8.2 Force Majeure. Neither Party will be deemed to have defaulted or failed to perform under this Agreement if and to the extent that such Party's default or failure to perform is caused by the occurrence of an event beyond the control and without the fault of that Party, which may include fire, flood, explosion, act of God, act of a public enemy, strike, labor dispute, civil riot, enemy or hostile government action, or governmental restrictions. A Party's obligation to make any payment due under this Agreement will not be relieved or extended by a force majeure event as described in this section.

8.3 Notices. All written notices required to be given under this Agreement will be deemed to have been given when delivered in person or by mail (postage prepaid) to the notice addresses set forth below:

MRES: Missouri River Energy Services
ATTN: Director of Legal
3724 West Avera Drive
P.O. Box 88920
Sioux Falls, SD 57109-8920

Member: City of Flandreau
1005 W. Elm Ave
Flandreau, SD 57028

Either Party may change its designation of the person and/or address set forth above by giving the other Party written notice of such change.

8.4 No Agency. MRES and Member are separate and independent legal entities. Without limiting the generality of the foregoing, neither MRES nor Member shall be deemed to be an employee, representative, agent, joint venturer or partner of the other for any purpose.

8.5 No Third Party Beneficiary. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

8.6 Binding Effect; Assignment. Each Party binds itself and its successors, assigns and legal representatives to the other Party and to the successors, assigns and legal representatives of the other Party with respect to all terms of this Agreement. Member may not assign or transfer any right, title or interest in this Agreement without MRES's prior written consent.

8.7 No Waiver. The failure of MRES or Member to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Agreement or to exercise any rights under this Agreement or provided by law will not be construed as a waiver or relinquishment of that provision or right or of the right to subsequently demand strict performance or exercise the right.

8.8 Enforcement Costs. If a Party breaches this Agreement, such breaching Party will be obligated to reimburse the non-breaching Party for its reasonable attorneys' fees, costs and disbursements incurred as a result of such breach, whether or not litigation is initiated.

8.9 Severability. If any part of this Agreement is found to be unenforceable, the remainder of this Agreement will be enforceable without that part.

8.10 Governing Law. This Agreement shall be governed by the laws of the State of South Dakota.

8.11 Survival. All representations, indemnifications, obligations of confidentiality, and limitations of liability included in this Agreement, including without limitation the terms of Sections 5, 6, 7 and 8, shall survive its completion or termination for any reason.

8.12 Entire Agreement. This Agreement, along with all duly executed Appendices and all exhibits hereto or thereto, represent the entire and integrated agreement between the Parties, and supersede all prior negotiations, representations and agreements, either written or oral, regarding the subject matter hereof. The terms of this Agreement and any Appendix may be modified only by a written instrument signed by the Parties.

8.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be regarded as an original and all of which will constitute one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Smart Grid Technology Services Agreement to be executed by their officers, each hereunto duly authorized, on the date and year first written above.

City of Flandreau

MISSOURI BASIN MUNICIPAL POWER
AGENCY d/b/a MISSOURI RIVER
ENERGY SERVICES

Sign: _____
Print: _____
Title: _____

Sign: _____
Print: _____
Title: _____

APPENDIX A
AMI SERVICES

The AMI Services described in this Appendix A constitute “Services” for all purposes under the Smart Grid Technology Services Agreement dated July 31, 2020, between Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services (“MRES”) and City of Flandreau (“Member”). The AMI Services described in this Appendix are subject to the terms and conditions of the Agreement, and this Appendix is incorporated into the Agreement by this reference. All capitalized terms used in this Appendix shall have the meanings given them in the Agreement, unless otherwise expressly provided herein.

1. BACKGROUND

A. Member desires to install AMI equipment and devices, which may include gateways, relays, meters, load control receivers and other equipment, to create efficiencies in meter reading, billing, data retention and distribution system operations, including possible savings in demand and energy and thereby in power supply and transmission expenses.

B. MRES recognizes the benefit of hosting AMI for increased information and efficiency for its members, access to data for MRES and its members, and as a means to potentially reduce peak demand, thereby potentially providing a benefit to all members through reduced rates charged by MRES under the Power Sale Agreements between MRES and its members.

C. MRES has developed a program to host AMI, including without limitation member data and AMI-related capabilities for the benefit of its members.

D. Member wishes to receive AMI Services from MRES as described in this Appendix, and MRES is willing to provide such services, subject to the terms and conditions of this Appendix and the Agreement.

2. DEFINITIONS

2.1 “AMI” means advanced metering infrastructure and refers to all components, including without limitation hardware, software and devices, of the AMI System used to measure, collect, communicate, store and analyze data captured from measurements on Member’s system.

2.2 “AMI Services” means the services provided by MRES as described in this Appendix.

2.3 “AMI System” means the overall AMI system, including without limitation the Member Equipment, the Master Station, and the MRES Communication Equipment.

2.4 “Master Station” means the central server(s) hosting the AMI software (including any add-on custom modules installed for Member) and data under the control of MRES.

2.5 “Member Equipment” means the AMI equipment installed in Member’s distribution service area, including without limitation the following specific types of equipment, along with other measurement, verification and field equipment as appropriate:

a. Gateway – Devices that interconnect with MRES Communication Equipment that contain the hardware and firmware necessary to convert the signal from the Master Station to radio frequency (“RF”) to communicate with meters, meter nodes, and relays.

b. Meters and meter nodes – A meter node is a device connected to a meter (electric, gas or water) that communicates the meter data to the gateway.

c. Relays – Devices used to transmit and repeat the RF communication signal between the gateway and meter and/or meter nodes.

2.6 “Member Program Design” means the system setup as defined by Member for the AMI System to follow when implementing AMI. The extent and syntax of such configuration will be limited by the particular AMI vendor system, the communication systems in place, and the Member Equipment.

2.7 “MRES Communication Equipment” means the equipment and systems owned by MRES and used by the AMI System to communicate information and data between the Master Station and the Member Equipment.

2.8 “Planned Outage” means those times when MRES intentionally takes out of service the Master Station or MRES Communication Equipment.

2.9 “Point of Demarcation” means the boundary between MRES-owned equipment and Member-owned equipment as described in Exhibit A-1.

3. MRES RESPONSIBILITIES

3.1 MRES shall provide the following services related to AMI: centralized hardware and software setup; default setup, operation and maintenance of the Member Program Design; access to the Member Program Design through a central web portal page as allowed by the AMI System; and training for Member related to these activities.

3.2 MRES shall manage the Master Station and MRES Communication Equipment from its central location to the Point of Demarcation, including database, software upgrades, backups and other equipment requirements on an ongoing basis.

3.3 MRES shall perform initial acceptance testing of the system, reasonably satisfactory to Member, prior to activating the system for production. The acceptance criteria are defined in Exhibit A-2.

3.4 MRES shall configure the AMI System to operate 24 hours per day continuously to the extent reasonably possible. On-call staff will provide support related to Member Program Design during MRES regular office hours (Monday – Friday 8:00 a.m. to 4:30 p.m. prevailing Central Time).

3.5 MRES shall use commercially reasonable efforts to cause the AMI System to be operational at all times, to minimize outage periods, and to schedule any necessary Planned Outages outside of MRES regular office hours (as identified in Section 3.4). MRES may schedule Planned Outages from time to time. In the event of a Planned Outage, MRES shall notify Member at least one hour in advance of the outage. Such Planned Outages shall avoid MRES regular office hours if reasonably possible. For the duration of any outage (including Planned Outages), MRES will not be liable for any failure of the AMI System to operate. MRES does not warrant or guarantee that the AMI System will be available at all times. MRES will not be liable for any unavailability or inoperability of the AMI System or the inability of Member to access the AMI System.

3.6 The AMI System shall be managed by MRES to the Member Program Design. Member will have the ability to access and control the AMI System; MRES will aid Member as reasonably requested with achieving the desired settings.

3.7 MRES shall make any adjustments to the Member Program Design as reasonably directed by Member. MRES will not make any changes to the Member Program Design without prior written notice from Member; provided however MRES may make any changes to the Member Program Design required by any third party vendor that provides products or services associated with the AMI Services.

3.8 MRES shall provide Member with secure access to the AMI System.

3.9 MRES shall notify Member of unresponsive or otherwise inoperable equipment that it can detect through the AMI System, based on the ability of the selected system to detect such equipment.

3.10 MRES shall make reasonable efforts to operate the AMI System consistent with the Member Program Design; however, MRES shall not be responsible or liable for any failure to operate the AMI System.

3.11 MRES shall integrate, work with, and support modules supported by any third party software vendor associated with the AMI Services. MRES shall make reasonable efforts to integrate third party vendor applications of Member; however, MRES makes no guarantee that such applications will integrate successfully and achieve the desired result of Member.

4. MEMBER RESPONSIBILITIES

4.1 Member shall install or cause to be installed the Member Equipment. All equipment and software shall be compatible with the Master Station and approved by MRES to be eligible for participation in the AMI System.

4.2 Member shall confirm that its billing system integrates with the data and format reported by the AMI System prior to implementation.

4.3 Member shall designate an individual employee to serve as its single point of contact to work with MRES during the implementation of the Member Equipment. Such employee shall have the authority to bind Member with respect to such matters.

4.4 Member shall provide at its sole cost all Member Equipment located on Member's side of the Point of Demarcation.

4.5 Member shall work with MRES to develop the Member Program Design. Member shall request any additions and/or updates to the Member Program Design in writing (including email).

4.6 Member shall maintain Member Equipment in good operating condition and shall make repairs to faulty equipment, RF communication problems, mesh network problems, and related issues located on Member's side of the Point of Demarcation.

4.7 Member shall perform initial acceptance testing of the system, satisfactory to MRES, prior to activating the system for production. The acceptance criteria are defined in Exhibit A-2.

4.8 Member shall make any vendor-recommended upgrade(s) to endpoint equipment necessary to ensure compatibility with the AMI System within three (3) months of notification, unless otherwise agreed by the Parties.

4.9 Member shall provide any necessary approvals to allow MRES the ability to read Member's net load.

4.10 Member shall provide adequate space and power for load meter reading equipment and communication networks.

4.11 Member shall make available current meter values for MRES to backhaul to the Master Station. Values shall be provided on a frequency of every five minutes or a multiple thereof.

5. FEES

5.1 In consideration for the Services described in this Appendix, Member shall pay MRES a one-time set up fee, annual fees, and per meter per month fees as described in Exhibit A-3. MRES reserves the right to annually change the annual fees and the per meter per month fees upon approval by the MRES Board of Directors, to reflect the infrastructure, vendor, staffing, support and other costs of MRES to provide the AMI Services. Any such change in fees shall be communicated to Member in writing on or before December 1 of each year, for any change taking effect the following January 1.

5.2 Member shall be responsible for all costs associated with its responsibilities described in this Appendix and the Agreement.

6. LICENSING

6.1 The AMI System contains and utilizes services and/or products provided to MRES by one or more third party vendors. This Appendix is subject to any agreements relating to any such third party services and products, including any restrictions on transferability or other limitations defined in the terms and conditions of the vendor agreements. Without limiting the generality of the foregoing, each Party agrees to comply with the terms set forth in Exhibit A-4.

IN WITNESS WHEREOF, the Parties hereto have caused this Appendix A to be executed by their officers, each hereunto duly authorized, on the date and year set forth below.

City of Flandreau

MISSOURI BASIN MUNICIPAL POWER
AGENCY d/b/a MISSOURI RIVER ENERGY
SERVICES

Sign: _____
Print: _____
Title: _____

Sign: _____
Print: _____
Title: _____

Dated: _____

Dated: _____

EXHIBIT A-1
Points of Demarcation

To be defined after installation of equipment.

EXHIBIT A-2
Program Configuration Acceptance Testing Criteria

Member Equipment shall not be accepted into Appendix A until it passes the following acceptance tests:

- Configuration test: Simulate various conditions to verify that software sends the correct signals and the devices communicate the correct return values.
- Communication test: Test normal and backhaul communications channels, including gateway failover procedures.

EXHIBIT A-3
AMI Services Fees

One time set up fee	\$5,000 (at Member's option, this fee can be paid in one lump sum upon the commencement of the Agreement or in six annual installments of \$833.33 over the six-year term of the Agreement)
Annual fee	\$1,000
Per meter per month fee	\$0.20 per meter per month

EXHIBIT A-4
Vendor Software Licensing Information
(Cooper Power Systems)

The AMI Services are subject to certain provisions of the Enterprise Software License and Maintenance Agreement (the "SLA") between Cooper Power Systems, as "Licensor", and MRES, as "Licensee", as described in Section 6.1 of Appendix A. The relevant provisions of the SLA are restated below for the convenience of Member. To the extent such provisions limit or restrict the rights and remedies of MRES with respect to the Licensed Software and services described in the SLA and Appendix A, such limits and restrictions shall also limit and restrict the rights and remedies of Member with respect thereto.

1. WARRANTY

Licensor warrants to Licensee that for a period of sixty (60) days from the date of shipment of the Licensed Software from Licensor to Licensee, the Licensed Software shall perform in substantial conformity with any specifications or performance criteria published in any Documentation provided by Licensor to Licensee with the Licensed Software (the "Specifications"). Licensor does not warrant that the use of the Licensed Software will be uninterrupted or error-free. Licensor warrants that the Licensed Software accurately receives, provides and processes date data, within from and between centuries, leap years and other years. Licensee shall have no rights with respect to the foregoing warranties and the warranties shall be deemed not to apply to Licensee unless: (i) the Licensed Software is used on the Designated System a) in a proper manner, b) in compliance with this Agreement and with all operating instructions, documentation, specifications, interfaces and requirements, and c) solely for use as required to operate the Licensed Software as set forth in the Documentation; (ii) no modifications or alterations to the Licensed Software have been made other than by Licensor or other than with Licensor's prior written consent (provided, however, that no warranties shall apply to the product of Licensee's designs, specifications, or instructions); (iii) no non-Licensor approved software has been installed onto the Licensor server, or any non-Licensor approved data insertion methods have been utilized, and (iv) no act or cause beyond the reasonable control of Licensor has occurred that was a substantial factor causing the failure of the Licensed Software to meet the warranty terms.

In the event that Licensee claims that Licensor has breached any of its obligations hereunder, Licensee's sole and exclusive remedy for a breach of this limited warranty shall be that Licensor will at its option, either repair or replace any defective Licensed Software so that the Licensed Software performs in accordance with the warranties set forth above. Licensee and Licensor agree that in the event that Licensor determines that this exclusive remedy is unable to bring the Licensed Software into conformity with the warranty, Licensee's exclusive remedy shall be to terminate this Agreement and receive a refund from Licensor of the license fee previously paid to Licensor for the nonconforming portion (application module, gateway, etc.) of the Licensed Software. In the event the nonconforming portion of the Licensed Software is the Licensor's Server Software, Licensee's exclusive remedy shall be to terminate this Agreement and receive a refund from Licensor of the license fee previously paid to Licensor for the nonconforming portion and all portions functionally dependent on the nonconforming portion of the Licensed Software. Licensor EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN RELATION TO THE LICENSED SOFTWARE OR THEIR USE BY LICENSEE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LICENSOR DOES NOT WARRANT THAT LICENSEE OR ANY USER OF THE LICENSED SOFTWARE WILL ACHIEVE ANY PARTICULAR RESULT OR BENEFIT FROM THE USE OF THE PRODUCT LICENSED OR SERVICE RECEIVED HEREUNDER.

2. INFRINGEMENT

Licensor shall defend or settle, at its expense, any suit or proceeding brought against Licensee to the extent that it is based on a claim that any Licensed Software used within the scope of the license hereunder constitutes a misappropriation of a patent, and will pay any costs and damages finally awarded against Licensee in such action which are attributable to such claim or the amount of any final settlement, provided that: (a) Licensor is notified promptly in writing by Licensee of any notice of such claim and is given the exclusive authority required for the defense of such claims and reasonable assistance from Licensee in defending such claims, at Licensor's expense; and (b) should any Licensed Software become, or in Licensor's opinion is likely to become, the subject of any such claim, that Licensee shall permit Licensor either to procure for Licensee the right to continue using such program, to replace or modify the program so that it becomes non-infringing, or to grant Licensee credit for such Licensed Software on a five (5) year straight-line depreciated basis and accept its return. Licensor shall have no liability for any claim of infringement based upon the use of other than a current unaltered release of the Licensed Software, upon use or combination of the Licensed Software with other programs or upon a modification of the Licensed Software by any party other than Licensor without Licensor's prior written consent. THE FOREGOING STATES THE ENTIRE LIABILITY OF LICENSOR AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR THE LICENSES GRANTED HEREUNDER.

3. LIMITATION OF LIABILITY

LICENSOR'S TOTAL LIABILITY TO LICENSEE UNDER THIS AGREEMENT IS LIMITED TO THE LICENSE FEES PAID BY THE LICENSEE FOR THE LICENSED SOFTWARE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

4. CONSEQUENTIAL DAMAGES WAIVER

IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUFFERED BY LICENSEE OR SUCH THIRD PARTY CAUSED DIRECTLY OR INDIRECTLY BY ANY BREACH OF THIS AGREEMENT OR THE PROVISION OF ANY LICENSED SOFTWARE, MATERIALS OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY LOSS OF OR INJURY TO EARNINGS, PROFITS OR GOODWILL, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE OR STRICT PRODUCT LIABILITY). THIS LIMITATION SHALL APPLY EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

5. CONFIDENTIALITY

Confidentiality shall be governed according to the Confidentiality and Non-Disclosure Agreement executed between MRES and Cooper Power Systems on March 3, 2010.

Agenda Action Form Flandreau City Council

Meeting Date: 8/17/2020

Title: Award Bid for Airport Farmland Lease

Motion Resolution Ordinance Other

Background Information: Sealed bids for leasing City-owned real estate totaling 84.7 acres located at the Flandreau Municipal Airport were accepted until 1:30 p.m. on Tuesday, August 11th. Two sealed bids were received as follows:

Marc Burggraff	\$238.00 per acre
Ben & Matt Waxdahl	\$234.00 per acre

The land lease is for the 2021 growing season with the option to extend the contract through the 2025 growing season. Cash rent is due April 1st and October 1st of each year. Total acreage may be reduced during the term of the lease at which point the lessee will be notified.

Justification: Utilize and generate income for airport land owned by the City

Financial Consideration: Cash rent proceeds will be credited to the Airport Fund

City Administrator's Recommendation: Approve

Attachment: Notice to Bidders (advertised July 29th and August 5th, 2020)

NOTICE TO BIDDERS

The City of Flandreau, South Dakota, will accept sealed bids on leasing City-owned real estate located at the Flandreau Municipal Airport, as described below, for the 2021 Growing Season with the option to extend the contract through the 2025 Growing Season:

Approximately Eighty-four and seven-tenths (84.7) acres of farm land located in the Northeast Quarter (NE ¼) of Section Nine (9), Township One Hundred Six (106) North, Range Forty-Eight (48) West, Moody County, South Dakota. One-half of the annual cash rent payment shall be made by April 1st, 2021 and the second half will be due October 1st, 2021. Payment will be due on April 1st and October 1st of each remaining year that the lease is extended. Total acreage may be reduced during the term of the lease at which point the lessee will be notified.

Sealed bids must be submitted to the City Administrator at the City Office located at 1005 West Elm Avenue, Flandreau, no later than 1:30 p.m. on Tuesday, August 11th, 2020. Sealed bids received will be publicly opened and read aloud at 1:30 p.m., Tuesday, August 11th, 2020 at the City Council Chambers, 1005 W. Elm Avenue, Flandreau. Bid is expected to be awarded at the Council Meeting on August 17th, 2020.

The City of Flandreau reserves the right to reject any and all bids.

Jeff Pederson
City Administrator

Publish: July 29th and August 5th, 2020 "at approximate cost"

**Agenda Action Form
Flandreau City Council**

Meeting Date: 8/17/2020

Title: Proposal to Prepare Annual Report and Two-Year Audit

Motion Resolution Ordinance Other

Background Information: Request approval to accept the proposal from Schoenfish & Co., Inc., Certified Public Accountants, to prepare the 2020 Annual Report at a cost not to exceed \$3,850.00; and conduct a Two-Year Audit for 2019 and 2020 at a cost not to exceed \$12,750.00. The City has contracted with Schoenfish & Co., Inc. since 2016.

Justification: Required per SDCL 7-11-4 and SDCL 9-22-21

Financial Consideration: \$16,600.00 has been budgeted in the General Fund for 2021

City Administrator's Recommendation: Approval

Attachments: Letters from Schoenfish & Co., Inc., Certified Public Accountants

Schoenfish & Co., Inc.

CERTIFIED PUBLIC ACCOUNTANTS

Phone: 605-928-7241

FAX No.: 605-928-6241

P.O. Box 247

105 EAST MAIN, PARKSTON, SOUTH DAKOTA 57366

August 4, 2020

Municipal Board,
Mayor
and
Finance Officer
Municipality of Flandreau
1005 W. Elm Avenue
Flandreau, South Dakota 57028-1404

This will confirm our understanding of the arrangements for our compilation of the annual report of the Municipality of Flandreau as of and for the year ended December 31, 2020.

We will compile the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Municipality of Flandreau, South Dakota, as of and for the year ended December 31, 2020.

Management is responsible for the preparation and fair presentation of the financial statements, required supplementary information and supplementary information in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statement, required supplementary information and supplementary information.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements, required supplementary information and supplementary information without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements, the required supplementary information or the supplementary information.

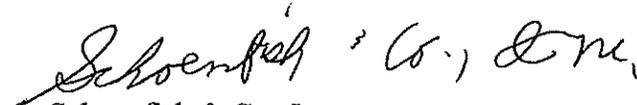
Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Municipality's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We anticipate the starting date for your annual report to be February 1, 2021 and the completion date would be prior to April 30, 2021.

Our fee for these services will not exceed \$3,850.00, including travel, typing, and reproduction costs.

If this letter correctly expresses your understanding, please sign both copies where indicated and return the duplicate copy to us.

Sincerely yours,


Schoenfish & Co., Inc.
Certified Public Accountants

Approved:

Mayor

Printed

Date

Board Member

Printed

Date

Finance Officer

Printed

Date

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August 4, 2020

Municipal Board,
Mayor
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Finance Officer
Municipality of Flandreau
1005 W. Elm Avenue
Flandreau, South Dakota 57028-1404

We are pleased to confirm our understanding of the services we are to provide the Municipality of Flandreau for the two years ended December 31, 2020, subject to authorization by the Auditor General in accordance with South Dakota Codified Laws (SDCL) 4-11-7. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Municipality of Flandreau as of and for the two years ended December 31, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Municipality of Flandreau's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Municipality of Flandreau's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

1. Management's Discussion and Analysis

We have also been engaged to report on supplementary information other than RSI that accompanies the Municipality of Flandreau's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in

the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

1. Schedule of expenditures of federal awards

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 *U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America ; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. Our reports will be addressed to the Board of the Municipality of Flandreau. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions of the financial statements or the single audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

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Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the overall reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our test, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Municipality of Flandreau's compliance with applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Municipality of Flandreau's major programs. The purpose of these procedures will be to express an opinion on the Municipality of Flandreau's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Municipality of Flandreau in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible (1) establishing and maintaining effective internal control, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws

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and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements).

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include or make readily available the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons

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for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include or make readily available the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relating to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferable from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements, if applicable, with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your

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confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the Municipality of Flandreau; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Schoenfish & Co., Inc. and constitutes confidential information. However, subject to applicable laws and regulation, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of South Dakota or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Schoenfish & Co., Inc.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the State of South Dakota. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately May 3, 2021. Randy Schoenfish is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$12,750.00. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered and shall be due and payable upon acceptance of the report by the Auditor General. If we elect to terminate our services, you will be obligated to compensate us for

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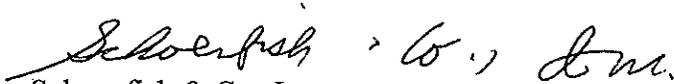
all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards requires that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2017 quality review report accompanies this letter.

We appreciate the opportunity to be of service to you to the Municipality of Flandreau and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign all three copies where indicated, return one duplicate copy to us, and submit one copy to:

Director of External Audits
SD Department of Legislative Audit
427 South Chapelle
c/o 500 East Capitol
Pierre, South Dakota 57501-5070

Sincerely yours,


Schoenfish & Co., Inc.
Certified Public Accountants

Approved:

Printed

Signature

Date

Printed

Signature

Date

Printed

Signature

Date

**Agenda Action Form
Flandreau City Council**

Meeting Date: 8/17/2020

Title: Pay Increase for Gabriel Frias

Motion Resolution Ordinance Other

Background Information: Police Officer Gabriel Frias is eligible for a six-month pay step increase on the certified officer pay scale. This step increase changes his current pay rate of \$19.20 per hour to a new rate of \$19.73 per hour effective August 29th, 2020.

Justification: Wage amount based on the Employee Wage Scale

Financial Consideration: Police Department salary budget

City Administrator's Recommendation: Approval

Attachments: None

Agenda Action Form Flandreau City Council

Meeting Date: 8/17/2020

Title: Pay Increase for Nicole Mattern

Motion Resolution Ordinance Other

Background Information: Police Officer Nicole Mattern is eligible for a six month pay step increase on the non-certified officer pay scale. This step increase changes her current pay rate of \$17.07 per hour to a new rate of \$17.60 per hour effective August 16th, 2020.

Justification: Wage amount based on the Employee Wage Scale

Financial Consideration: Police Department salary budget

City Administrator's Recommendation: Approval

Attachments: None

**Agenda Action Form
Flandreau City Council**

Meeting Date: 8/17/2020

Title: Pay Increase for Taylor White

Motion Resolution Ordinance Other

Background Information: Police Officer Taylor White is eligible for a one and one-half year pay step increase on the certified officer pay scale. This step increase changes his current pay rate of \$20.27 per hour to a new rate of \$20.80 per hour effective September 5th, 2020.

Justification: Wage amount based on the Employee Wage Scale

Financial Consideration: Police Department salary budget

City Administrator's Recommendation: Approval

Attachments: None