



City of Flandreau City Council Meeting

Agenda

6:30 p.m., Monday
September 21st, 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

City Administrator

2

Adopt Agenda

2

Approve Minutes – September 8th, 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.

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 600, 2021
Appropriation Ordinance

New Business

2

Authorize Mayor to Sign Airport Master
Plan Agreement with SD Department of
Transportation

30

Appeal of Nuisance Violation – Rudy’s
Welding Shop / Continuation

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
September 8th, 2020**

The City Council of the City of Flandreau, South Dakota, met in regular session on Tuesday, September 8th, 2020 at 6:30 p.m. at the William J. Janklow Community Center.

Present: Mayor Dan Sutton. Aldermen: Brad Bjerke, Mark Ekern, Mike Fargen, and Karen Tufty. Absent: Bob Pesall and Jason Unger. Also present were City Administrator Jeff Pederson; Finance Officer Karen Gundvaldson; Corey Bruning, City Attorney; Dave Miller, SDML Code Enforcement Officer; Jeff Weigel, Rudy's Welding; and Brenda Wade Schmidt, Moody County Enterprise.

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

Motion by Tufty and seconded by Fargen to approve the minutes of August 3rd, 2020. The following members voted aye: Bjerke, Ekern, Fargen, and Tufty. Nays: None. Absent: Pesall and Unger. Motion carried.

Motion by Ekern and seconded by Fargen to approve the minutes of August 31st, 2020. The following members voted aye: Bjerke, Ekern, Fargen, and Tufty. Nays: None. Absent: Pesall and Unger. Motion carried.

Motion by Bjerke and seconded by Ekern to allow the following claims for the City and to pay them: Payroll 8/12/2020: general, 22,348.22; 3rd penny, 241.11; water, 3,923.90; electric, 5,926.18; sewer, 3,522.26; airport, 152.49; solid waste, 668.54; Payroll 8/29/2020: general, 16,457.04; 3rd penny, 241.11; water, 3,654.41; electric, 5,926.18; sewer, 3,252.77; airport, 152.49; solid waste, 363.72; (21587) Adam Anderson, refund, 56.76; Aflac, supplemental insurance, 341.38; Ahlers Automotive, repairs, 23.76; Amy Whitman, rebate check, 30.00; Austreim Landscaping, planted trees, 900.00; Banner Associates, professional fees, 1,642.50; Big Sioux Comm Water System, water purchase, 17,557.00; Booster Publishing, publishing/advertising, 250.00; Border States Electric Supply, supplies, 1,391.66; Brian Hammer, rebate check, 50.00; Bruning & Lewis Law Firm, professional fees, 2,050.00; Buffalo Ridge Concrete, supplies, 76.00; Cannon Technologies, meters, 2,499.00; Cardmember Services, supplies/dues/conference, 2,090.80; Cenex Fleetcard, gas, 1,294.61; Christiansen Complete Water, supplies, 26.05; Cintas, rentals, 298.47; City of Flandreau-Petty Cash, postage, 95.28; Cybercoach, repairs, 3,861.13; DGR Engineering, professional fees, 185.00; Diamond Vogel Paints, supplies, 220.50; Elite Business Systems, contract, 337.21; Eng Services, contract, 13,547.80; Flandreau Bakery & Coffee Bar, supplies, 19.84; Flandreau Veterinary Clinic, K-9 expenses, 192.47; FSST, taxes collected, 592.67; Graham Tire S.F. North, repairs, 246.00; Hydro Klean, repairs, 2,095.00; Justice Fire & Safety, repairs, 65.01; Karina Cordova, refund, 39.15; Krull's

Garage, repairs, 60.00; Maynards of Flandreau, supplies, 45.19; Michael Fargen, gas, 29.17; MidAmerican Energy, gas bill, 112.51; Moody County Enterprise, supplies/publishing/advertising, 413.31; Office Peeps, supplies, 11.22; Patricia Johanson, refund, 36.08; Paul Lumibao, refund, 8.41; Powers Oil, gas, 371.08; Principal Life Insurance Co., dental insurance, 1,045.42; River's Edge Cooperative, gas, 154.80; Ron Gilbert, refund, 67.41; SD Dept. of Health Public Lab Services, water samples, 45.00; SD Municipal League, professional fees, 360.10; SD Public Assurance Alliance, insurance, 157.29; SD Retirement System, retirement, 10,087.76; SD Supplemental Retirement, retirement, 784.62; Sioux Falls Area Humane Society, professional fees, 71.75; Sioux Valley Energy, electric, 149.00; Standard Insurance Co., life insurance, 273.61; Sturdevant's Auto Supply, supplies, 219.79; Tyler Lumber Co., supplies, 294.03; Vadim Municipal Software, contract, 154.96; Vast Broadband, phone/cable/internet, 893.82; Verizon Wireless, jet packs/cell phone, 340.09; Vision Service Plan, vision insurance, 242.95; Waxdahl NAPA Plus, supplies, 41.38; Wesco, supplies, 177.00; (21644) The following members voted aye: Bjerke, Ekern, Fargen, and Tufty. Nays: None. Absent: Pesall and Unger. Motion carried.

There were no Visitors to be Heard.

Mayor Sutton informed Council that the Fire Hall Site Selection Task Force has completed their research and provided a report of their findings for Council to review. Mayor Sutton will be attending the virtual MRES Leadership Academy next week.

City Administrator Pederson shared that a recent inspection of the restricted use landfill required remedial action; the issue has been resolved. There was also a recent airport inspection. Crack sealing of the runway has been completed.

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

Old Business: None

New Business: First reading of Ordinance 600, 2021 Appropriation Ordinance, was held.

Motion by Fargen and seconded by Tufty to approve Resolution 2020-07, Unclaimed Property. The following members voted aye: Bjerke, Ekern, Fargen, and Tufty. Nays: None. Absent: Pesall and Unger. Motion carried.

Motion by Bjerke and seconded by Ekern to approve Resolution 2020-08, A Resolution Regarding the Plat of Tract 1 of Ullom Addition. The following members voted aye: Bjerke, Ekern, Fargen, and Tufty. Nays: None. Absent: Pesall and Unger. Motion carried.

Motion by Fargen and seconded by Ekern to approve Resolution 2020-09, A Resolution Regarding the Plat of Block 1; and Lots 1, 2, 3 and 4 in Block 1 of Pulscher Farms Addition. The following members voted aye: Bjerke, Ekern, Fargen, and Tufty. Nays: None. Absent: Pesall and Unger. Motion carried.

Motion by Bjerke and seconded by Ekern to approve the request made by Valley FiberCom to allow the company to bury fiber optic cable under certain streets and alleys in Flandreau for the purpose of offering broadband services to

rural residents. The following members voted aye: Bjerke, Ekern, Fargen, and Tufty. Nays: None. Absent: Pesall and Unger. Motion carried.

Motion by Fargen and seconded by Bjerke to resume the assessment of late charges and disconnect fees for past due utility bills beginning with those bills due September 15 as well as every month thereafter. The following members voted aye: Bjerke, Ekern, Fargen, and Tufty. Nays: None. Absent: Pesall and Unger. Motion carried.

SDML Code Enforcement Officer Dave Miller provided Council with a brief review of the process used regarding the approximately 12 Notice and Order letters recently mailed to those Flandreau residents that are still in noncompliance with the ordinance violations cited in approximately 74 letters mailed earlier this summer. He stated all notifications sent to residents are based on violations as listed in City Ordinances.

Jeff Weigel, representing Rudy's Welding Shop, stated he wishes to appeal the Notice and Order letters received for all properties owned by Rudy's Welding based on the assertion that the business is a salvage yard and all items, such as, but not limited to, vehicles, tractors, campers, tires, car parts, iron, and other miscellaneous junk and debris, are inventory and are necessary for the salvage business. Mr. Weigel talked about the court case dating back to 2001 in which his family's storage of items, such as those listed in the current Notice and Order letters, located on the Rudy's Welding property was at issue. He stated the property and business were "grandfathered in", that the northern portion of the land was later rezoned industrial in order to comply, and the judge did not require the fencing to meet the City's specifications due to cost. He reiterated numerous times that "nobody will remove any of the items from his property" and feels he and his family are being persecuted and disrespected. Mr. Weigel also brought up the 2013 complaint from a neighbor regarding the Rudy's Welding property on Park Avenue as well as issues regarding vehicles on his and Curtis Weigel's personal property, indicating again that he feels the Weigel family is being singled out and other business owners and residents in Flandreau are not being held accountable.

City Attorney Corey Bruning shared information as it relates to how property is classified in Flandreau and stated the Rudy's Welding property is required to be in compliance as property maintenance nuisances apply to all zoning classifications. The property was cited by Code Enforcement primarily for inoperable and/or unlicensed vehicles being stored inappropriately. Mr. Bruning stated the judge presiding in 2001 also ordered Rudy's Welding to remove all items from the public right of way. He described some of the South Dakota requirements on salvage yards, including screening from public view. The portion of the property in question is not screened on the east or south ends and over a dozen vehicles are not within the existing fenced area. Mr. Bruning also stated that grandfathered, non-conforming property uses are not allowed to expand any further than they exist as of the date it was grandfathered. In addition, Mr. Bruning shared information on file from a previous City Attorney, William Ellingson, that Jeff Weigel had stated in 2001 that items at Rudy's Welding, such as the vehicles, are items that he intends to restore and sell as part of his retirement plan, which then indicates they are not in fact salvage property.

Jeff Weigel then responded to statements made by City Attorney Bruning and to questions set forth by Council and the Mayor. He agreed that he was

ordered to remove property from the public right of way, that Rudy's does have property in the right of way, but was not intending to comply anymore as he felt the order was invalid because Right of Way violations were not separately listed in the original complaint. Mr. Weigel continued until he was ordered to be seated as his allotted time to state his appeal had long expired.

Mr. Bruning stated Council has three options: deny the appeal, approve the appeal, or table it pending more information.

Motion by Fargen and seconded by Tufty to table the appeal until the September 21st meeting pending the receipt of more information tending to answer: (1) whether or not it is a salvage yard, (2) is it actually grandfathered in, (3) review of documentation of the 2001 court case, (4) documentation regarding the order in 2001 to remove property from the public right of way, and (5) any other documentation requested by Council prior to review at the next meeting. City Attorney Corey Bruning will provide any available documentation on the City's side as to the Statutes and Court case to Council. The Weigels shall submit any documentation they would like to support their appeal. The following members voted aye: Bjerke, Ekern, Fargen, and Tufty. Nays: None. Absent: Pesall and Unger. Motion carried.

There were no Council Comments

Motion by Bjerke and seconded by Fargen to go into executive session regarding land acquisition and a personnel matter at 8:02 p.m. The following members voted aye: Bjerke, Ekern, Fargen, and Tufty. Nays: None. Absent: Pesall and Unger. Motion carried.

Motion by Ekern and seconded by Fargen to come out of executive session at 8:44 p.m. The following members voted aye: Bjerke, Ekern, Fargen, and Tufty. Nays: None. Absent: Pesall and Unger. Motion carried.

The Mayor declared the meeting adjourned at 8:45 p.m.

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 |
|-----------|---|----------------|------------|-------------|----------|-------------------|--------------|----------------|---------------------------|--------------|---------------|
| 9 | BIG SIOUX COMM WATER SYSTEM, 23343 479TH AVE, EGAN, SD, 57024-6438 | | | | | | | | | | |
| 784000 | 09/01/20 WATER USAGE | 09/21/20 | \$83.85 | | | \$83.85 | | 101-08-4280 | Utilities | \$7,000.00 | \$2,511.44 |
| 90000 | 09/01/20 WATER USAGE | 09/21/20 | \$48.75 | | | \$48.75 | | 606-11-4280 | Utilities | \$5,000.00 | \$2,090.75 |
| | | | | | | \$132.60 | | | | | |
| 1895 | BROOKE JAACKS, 48108 229 TH AVE, FLANDREAU, SD, 57028 | | | | | | | | | | |
| 9-2020 | 09/17/20 COM CENTER REFUND | 09/21/20 | \$250.00 | | | \$250.00 | | 101-00-2200 | Customer Deposits | \$0.00 | (\$1,800.00) |
| | | | | | | \$250.00 | | | | | |
| 1213 | BRUNING & LEWIS LAW FIRM, PLLC, P.O. BOX 347, 310 S. WIND STREET, FLANDREAU, SD, 57028-1738 | | | | | | | | | | |
| 8-2020 | 08/31/20 PROFESSIONAL FEES | 09/21/20 | \$1,062.50 | | | \$1,062.50 | | 101-01-4220 | Professional Fees | \$10,750.00 | (\$28,869.88) |
| 8-2020 | 08/31/20 PROFESSIONAL FEES | 09/21/20 | \$125.00 | | | \$125.00 | | 101-04-4220 | Professional Fees | \$500.00 | (\$2,850.00) |
| 8-2020 | 08/31/20 PROFESSIONAL FEES | 09/21/20 | \$275.00 | | | \$275.00 | | 603-31-4220 | Professional Fees | \$2,500.00 | (\$16,450.00) |
| | | | | | | \$1,462.50 | | | | | |
| 1890 | CANNON TECHNOLOGIES, INC., 28370 NETWORK PLACE, CHICAGO, IL, 60673-1283 | | | | | | | | | | |
| 940947079 | 09/04/20 ELECTRIC METERS | 09/21/20 | \$6,303.60 | | | \$6,303.60 | | 603-31-4362 | Equipment/Meters | \$125,000.00 | \$117,758.52 |
| | | | | | | \$6,303.60 | | | | | |
| 1894 | DAN QUICK, 602 W 3RD AVE, FLANDREAU, SD, 57028-1502 | | | | | | | | | | |
| 9-2020 | 09/15/20 REBATE CHECK | 09/21/20 | \$250.00 | | | \$250.00 | | 603-31-4294 | Other - Energy Star Appli | \$2,500.00 | (\$18,177.37) |
| | | | | | | \$250.00 | | | | | |
| 754 | DAN SUTTON, 201 W. PIPESTONE AVE., FLANDREAU, SD, 57028-1613 | | | | | | | | | | |
| 8-2020 | 08/31/20 SUPPLIES FOR BUDGET MEETING | 09/21/20 | \$96.72 | | | \$96.72 | | 101-01-4260 | Supplies | \$850.00 | \$45.67 |
| | | | | | | \$96.72 | | | | | |
| 489 | DAVID SCHLINZ, 103 S PRAIRIE ST, FLANDREAU, SD, 57028-1842 | | | | | | | | | | |
| 8-27-2020 | 08/27/20 UPRIGHT VACUUM | 09/21/20 | \$101.17 | | | \$101.17 | | 101-02-4260 | Supplies | \$6,000.00 | \$4,201.60 |
| 8-27-2020 | 08/27/20 UPRIGHT VACUUM | 09/21/20 | \$101.17 | | | \$101.17 | | 101-10-4260 | Supplies | \$2,000.00 | (\$178.76) |
| 8-27-2020 | 08/27/20 UPRIGHT VACUUM | 09/21/20 | \$101.17 | | | \$101.17 | | 606-11-4260 | Supplies | \$800.00 | (\$1,068.51) |
| | | | | | | \$303.51 | | | | | |
| 29 | EKERN HOME EQUIPMENT, INC., 815 2ND ST SOUTH, BROOKINGS, SD, 57006-3045 | | | | | | | | | | |
| 163613 | 08/14/20 SERVICE LABOR-REPAIRED TOILET-FLUSH VALVE SEAL/TOILET HANDLE | 09/21/20 | \$51.98 | | | \$51.98 | | 101-02-4250 | Repairs | \$10,000.00 | (\$6,297.09) |
| 163689 | 08/24/20 COIL CLEANER | 09/21/20 | \$4.00 | | | \$4.00 | | 602-32-4260 | Supplies | \$6,500.00 | \$2,631.70 |
| 163689 | 08/24/20 COIL CLEANER | 09/21/20 | \$4.00 | | | \$4.00 | | 603-32-4260 | Supplies | \$6,500.00 | \$2,671.18 |
| 163689 | 08/24/20 COIL CLEANER | 09/21/20 | \$3.99 | | | \$3.99 | | 604-32-4260 | Supplies | \$6,500.00 | \$2,673.86 |
| | | | | | | \$63.97 | | | | | |
| 1865 | FERGUSON WATERWORKS #2516, PO BOX 802817, CHICAGO, IL, 60680-2817 | | | | | | | | | | |
| 373245 | 09/03/20 3/4 MTR X MIP ANG COUP | 09/21/20 | \$103.06 | | | \$103.06 | | 602-31-4260 | Supplies | \$5,000.00 | \$1,708.06 |
| 373311 | 09/03/20 3/4 MIP X 1/1P MTR COUP/3/4 MTR X MIP ANG COUP | 09/21/20 | \$266.25 | | | \$266.25 | | 602-31-4260 | Supplies | \$5,000.00 | \$1,708.06 |

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 |
|--------|----------------|----------|---|----------|-------------|--------------|----------------|---------------------|--------------|--------------|
| | 1742 | | | | | \$369.31 | | | | |
| | 27783477 | 09/10/20 | GREATAMERICA FINANCIAL SVCS., PO BOX 660831, DALLAS, TX, 75266-0831 1376998-00 | 09/21/20 | \$195.05 | \$195.05 | 101-02-4293 | Contract/Agreement | \$62,000.00 | \$16,083.60 |
| | 50 | | | | | \$195.05 | | | | |
| | 891749-IN | 09/14/20 | HEIMAN INC., 25814 RUDOLPH AVE, SIOUX FALLS, SD, 57107-6443 SLIDING SWITCH MASK #14863315 | 09/21/20 | \$17.20 | \$17.20 | 101-03-4260 | Supplies | \$8,000.00 | \$533.69 |
| | 830 | | | | | \$17.20 | | | | |
| | 22130 | 08/29/20 | HELMS & ASSOCIATES, PO BOX 111, ABERDEEN, SD, 57402-0111 FLANDREAU AIRPORT PLANNING STUDY & ALP UPDATED-AIP #3-46-0077-11-2020 PER AGREEMENT DATED 3/8/2020-INVOICE TWO | 09/21/20 | \$19,406.73 | \$19,406.73 | 606-11-4322 | Const/Improv/Land | \$114,000.00 | \$110,836.29 |
| | 144 | | | | | \$19,406.73 | | | | |
| | 700435486 | 08/28/20 | HILLYARD / SIOUX FALLS, P.O. BOX 804925, KANSAS CITY, MO, 64180-4925 SUPPLIES FOR OFFICE VACCUM | 09/21/20 | \$74.85 | \$74.85 | 602-32-4260 | Supplies | \$6,500.00 | \$2,631.70 |
| | 700435486 | 08/28/20 | SUPPLIES FOR OFFICE VACCUM | 09/21/20 | \$74.86 | \$74.86 | 603-32-4260 | Supplies | \$6,500.00 | \$2,671.18 |
| | 700435486 | 08/28/20 | SUPPLIES FOR OFFICE VACCUM | 09/21/20 | \$74.85 | \$74.85 | 604-32-4260 | Supplies | \$6,500.00 | \$2,673.86 |
| | 913 | | | | | \$224.56 | | | | |
| | 27741 | 08/11/20 | KRULL'S GARAGE, 208 W BROAD AVE, FLANDREAU, SD, 57028-1659 2014 FORD INTERCEPTOR-MOUNT AND BALANCE-TIRE DISPOSAL | 09/21/20 | \$84.00 | \$84.00 | 101-02-4250 | Repairs | \$10,000.00 | (\$6,297.09) |
| | 27478 | 06/16/20 | TUBE FOR MOWER | 09/21/20 | \$16.99 | \$16.99 | 101-08-4260 | Supplies | \$17,500.00 | (\$2,298.15) |
| | 65 | | | | | \$100.99 | | | | |
| | 6091 | 09/03/20 | M & T FIRE AND SAFETY, INC., P.O. BOX 167, VOLGA, SD, 57071-0167 PRAXAIR, PORTAGAS, HYDROGEN SULFIDER, CARBON MONOXIDE, METHANE, OXYGEN, NITROGEN BALANCE, FOR DRAGER MONITORS, SHELF LIFE 24 MONTHS | 09/21/20 | \$207.84 | \$207.84 | 101-03-4260 | Supplies | \$8,000.00 | \$533.69 |
| | 284 | | | | | \$207.84 | | | | |
| | 1202071-IN | 09/15/20 | MC & R POOLS, 2409 E BENSON RD, SIOUX FALLS, SD, 57104-7020 BLUEBIRD RIPPLE 3/8" TILE SQ/BLUEBIRD RIPPLE 3/8" TRANSITTO | 09/21/20 | \$4,704.95 | \$4,704.95 | 101-07-4260 | Supplies | \$13,500.00 | \$7,392.59 |
| | 70 | | | | | \$4,704.95 | | | | |
| | 167927 | 09/10/20 | MIDWEST RADAR & EQUIPMENT, 29 NE 1ST LN, LAMAR, MO, 64759-8501 KUSTOM FALCON/G EAGLE/STALKER | 09/21/20 | \$160.00 | \$160.00 | 101-02-4250 | Repairs | \$10,000.00 | (\$6,297.09) |
| | 120 | | | | | \$160.00 | | | | |
| | | | OTTERTAIL POWER COMPANY, P.O. BOX 2002, FERGUS FALLS, MN, 56538-2002 | | | \$160.00 | | | | |

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

| Invoice Number | Vendor | Date | Description | Due Date | Invoice Amt | Approved Amt | Account Number | Account Description | Budgeted \$ | YTD Balance |
|----------------|--|----------|---|----------|-------------|--------------|----------------|----------------------|-------------|-------------|
| 11270 | | 09/01/20 | ELECTRIC | 09/21/20 | \$226.93 | \$226.93 | 606-11-4280 | Utilities | \$5,000.00 | \$2,090.75 |
| | | | | | | \$226.93 | | | | |
| 1838 | PATRIOT ELECTRIC, INC., 209 E 2ND AVENUE, FLANDREAU, SD, 57028-1224 | | | | | | | | | |
| 719 | | 09/10/20 | INTERMEDIATE METAL CONDUIT-3/4" FOR FIREHALL FLAG | 09/21/20 | \$43.40 | \$43.40 | 101-03-4260 | Supplies | \$8,000.00 | \$533.69 |
| 719 | | 09/10/20 | PVC CONDUIT/TERMINAL PVC ADAPTERS/SINGLE POLE BREAKER/WIRE LOCKING RECEPTALE/HOLE STRAPS/BREAKERS | 09/21/20 | \$85.02 | \$85.02 | 101-08-4250 | Repairs | \$6,000.00 | \$2,729.75 |
| 719 | | 09/10/20 | 100W LED BULB/METAL HALIDE HIGH INTENSITY DISCHARGE LAMPS | 09/21/20 | \$10.14 | \$10.14 | 602-32-4260 | Supplies | \$6,500.00 | \$2,631.70 |
| 719 | | 09/10/20 | STEEL TWO HOLE STRAPS-1/1" SCHEDULE 40 PVC CONDUIT | 09/21/20 | \$37.56 | \$37.56 | 603-31-4260 | Supplies | \$15,000.00 | \$1,923.92 |
| 719 | | 09/10/20 | 100W LED BULB/METAL HALIDE HIGH INTENSITY DISCHARGE LAMPS | 09/21/20 | \$10.14 | \$10.14 | 603-32-4260 | Supplies | \$6,500.00 | \$2,671.18 |
| 719 | | 09/10/20 | 100W LED BULB/METAL HALIDE HIGH INTENSITY DISCHARGE LAMPS | 09/21/20 | \$10.15 | \$10.15 | 604-32-4260 | Supplies | \$6,500.00 | \$2,673.86 |
| | | | | | | \$196.41 | | | | |
| 576 | PITNEY BOWES - LEASING, P.O. BOX 371887, PITTSBURGH, PA, 15250-7887 | | | | | | | | | |
| 3311870634 | | 08/30/20 | QTLY CHARGES FOR 6/30/2020-6/29/2020 | 09/21/20 | \$168.19 | \$168.19 | 602-32-4260 | Supplies | \$6,500.00 | \$2,631.70 |
| 3311870634 | | 08/30/20 | QTLY CHARGES FOR 6/30/2020-6/29/2020 | 09/21/20 | \$168.19 | \$168.19 | 603-32-4260 | Supplies | \$6,500.00 | \$2,671.18 |
| 3311870634 | | 08/30/20 | QTLY CHARGES FOR 6/30/2020-6/29/2020 | 09/21/20 | \$168.25 | \$168.25 | 604-32-4260 | Supplies | \$6,500.00 | \$2,673.86 |
| | | | | | | \$504.63 | | | | |
| 75 | POSTMASTER, , , , | | | | | | | | | |
| 9-2020 | | 09/17/20 | POSTAGE FOR BILLING CARDS | 09/21/20 | \$88.33 | \$88.33 | 602-32-4260 | Supplies | \$6,500.00 | \$2,631.70 |
| 9-2020 | | 09/17/20 | POSTAGE FOR BILLING CARDS | 09/21/20 | \$88.34 | \$88.34 | 603-32-4260 | Supplies | \$6,500.00 | \$2,671.18 |
| 9-2020 | | 09/17/20 | POSTAGE FOR BILLING CARDS | 09/21/20 | \$88.33 | \$88.33 | 604-32-4260 | Supplies | \$6,500.00 | \$2,673.86 |
| | | | | | | \$265.00 | | | | |
| 345 | PULSCHER BROTHERS, INC., 126 W 2ND AVE, FLANDREAU, SD, 57028-1150 | | | | | | | | | |
| 158 | | 09/09/20 | 25 FEET OF CURB REPLACEMENT AT 500 S BATES ST/ BRUCE & MARCI BAUER | 09/21/20 | \$1,020.41 | \$1,020.41 | 101-04-4254 | Repair-Curb & Gutter | \$10,000.00 | \$6,530.61 |
| | | | | | | \$1,020.41 | | | | |
| 275 | RAMSDELL F&M LTD, 308 S VETERANS ST., FLANDREAU, SD, 57028-1437 | | | | | | | | | |
| 348411 | | 09/15/20 | TANK RENT/MAINTENANCE FEE/AIRPORT SHOP | 09/21/20 | \$35.00 | \$35.00 | 605-11-4240 | Rentals | \$400.00 | \$400.00 |
| | | | | | | \$35.00 | | | | |
| 128 | RIVER'S EDGE COOPERATIVE, WEST HWY 32, 1100 W. PIPESTONE AVE., FLANDREAU, SD, 57028-1440 | | | | | | | | | |
| 8-31-2020 | | 08/31/20 | GAS/OIL | 09/21/20 | \$53.92 | \$53.92 | 101-01-4263 | Gas/Oil | \$500.00 | \$313.65 |
| 8-31-2020 | | 08/31/20 | GAS/OIL | 09/21/20 | \$172.77 | \$172.77 | 101-04-4263 | Gas/Oil | \$10,000.00 | \$4,463.13 |
| 8-31-2020 | | 08/31/20 | GAS/OIL | 09/21/20 | \$80.25 | \$80.25 | 101-08-4263 | Gas/Oil | \$5,500.00 | \$3,223.75 |

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

| Invoice Number | Date | Description | Due Date | Invoice Amt | Approved Amt | Account Number | Account Description | Budgeted \$ | YTD Balance |
|-----------------|----------|---|----------|-------------|--------------|----------------|---------------------------|-------------|---------------|
| 8-31-2020 | 08/31/20 | GAS/OIL | 09/21/20 | \$121.73 | \$121.73 | 602-31-4263 | Gas/Oil | \$2,000.00 | \$1,032.53 |
| 8-31-2020 | 08/31/20 | GAS/OIL | 09/21/20 | \$211.57 | \$211.57 | 603-31-4263 | Gas/Oil | \$6,000.00 | \$3,391.04 |
| 8-31-2020 | 08/31/20 | GAS/OIL | 09/21/20 | \$121.72 | \$121.72 | 604-31-4263 | Gas/Oil | \$4,000.00 | \$3,032.55 |
| 8-31-2020 | 08/31/20 | PROPANE | 09/21/20 | \$61.44 | \$61.44 | 606-11-4263 | Gas/Oil | \$1,900.00 | \$1,295.00 |
| \$823.40 | | | | | | | | | |
| 1760 | 09/08/20 | RYAN SHERMAN, 1004 EAST 8TH STREET #4, DELL RAPIDS, SD, 57022-1400 | 09/21/20 | \$250.00 | \$250.00 | 603-31-4901 | Miscellaneous | \$1,000.00 | \$680.46 |
| \$250.00 | | | | | | | | | |
| 141 | 09/23/20 | SD SUPPLEMENTAL RETIREMENT PLAN, , P.O. BOX 1098, PIERRE, SD, 57501-1098 | 09/21/20 | \$38.46 | \$38.46 | 101-17-4135 | Retirement-Special | \$1,000.00 | \$307.72 |
| 9-23-2020 | 09/23/20 | SUPPLEMENTAL RETIREMENT-JEFF PEDERSON | 09/21/20 | \$75.00 | \$75.00 | 602-00-2166 | Retire. Supplemental Pay | \$0.00 | \$0.00 |
| 9-23-2020 | 09/23/20 | SUPPLEMENTAL RETIREMENT- LUCAS DAILEY | 09/21/20 | \$38.46 | \$38.46 | 602-32-4135 | Retirement-Special | \$1,000.00 | \$307.72 |
| 9-23-2020 | 09/23/20 | SUPPLEMENTAL RETIREMENT-JEFF PEDERSON | 09/21/20 | \$50.00 | \$50.00 | 603-00-2166 | Retire. Supplemental Pay | \$0.00 | (\$50.00) |
| 9-23-2020 | 09/23/20 | SUPPLEMENTAL RETIREMENT-RYAN SHERMAN | 09/21/20 | \$76.93 | \$76.93 | 603-32-4135 | Retirement-Special | \$2,000.00 | \$615.26 |
| 9-23-2020 | 09/23/20 | SUPPLEMENTAL RETIREMENT-JEFF PEDERSON | 09/21/20 | \$75.00 | \$75.00 | 604-00-2166 | Retire. Supplemental Pay | \$0.00 | \$150.00 |
| 9-23-2020 | 09/23/20 | SUPPLEMENTAL RETIREMENT- LUCAS DAILEY | 09/21/20 | \$38.46 | \$38.46 | 604-32-4135 | Retirement-Special | \$1,000.00 | \$307.72 |
| \$392.31 | | | | | | | | | |
| 1570 | 08/31/20 | SPARKLE CAR WASH, INC., 713 W 3RD AVE, FLANDREAU, SD, 57028-1503 | 09/21/20 | \$10.00 | \$10.00 | 101-01-4260 | Supplies | \$850.00 | \$45.67 |
| 209775 | 08/31/20 | WASH VEHICLE | 09/21/20 | \$64.93 | \$64.93 | 101-02-4260 | Supplies | \$6,000.00 | \$4,201.60 |
| \$74.93 | | | | | | | | | |
| 1893 | 09/07/20 | STEVE ZIEBARTH, 107 E PROSPECT AVE, FLANDREAU, SD, 57028-1893 | 09/21/20 | \$250.00 | \$250.00 | 603-31-4294 | Other - Energy Star Appli | \$2,500.00 | (\$18,177.37) |
| \$250.00 | | | | | | | | | |
| 1183 | 09/08/20 | T & R ELECTRIC SUPPLY CO., INC., P.O. BOX 180, COLMAN, SD, 57017-0180 | 09/21/20 | \$255.00 | \$255.00 | 603-31-4250 | Repairs | \$10,000.00 | \$5,154.18 |
| 159513 | 09/08/20 | BASIC PACKAGE FEE/SAMPLING FEE | 09/21/20 | \$255.00 | \$255.00 | | | | |
| \$255.00 | | | | | | | | | |
| 1896 | 08/23/20 | TAWNY BREWER, 1105 S CENTER ST, FLANDREAU, SD, 57028 | 09/21/20 | \$250.00 | \$250.00 | 101-00-2200 | Customer Deposits | \$0.00 | (\$1,800.00) |
| 8-2020 | 08/23/20 | COM CENTER REFUND | 09/21/20 | \$250.00 | \$250.00 | | | | |
| \$250.00 | | | | | | | | | |
| 1867 | | VADIM MUNICIPAL SOFTWARE, INC, 12709 COLLECTION CENTER DRIVE, CHICAGO, IL, 60693-0001 | | | | | | | |

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 |
|--------|---------------|----------|--|----------|-------------|--------------------|----------------|---------------------|-------------|-------------|
| | 290459 | 09/04/20 | EBILLING MONTHLY TRANSACTION FEES/BILL #642 | 09/21/20 | \$1.79 | \$1.79 | 602-32-4293 | Contract/Agreement | \$5,600.00 | \$1,833.90 |
| | 290459 | 09/04/20 | EBILLING MONTHLY TRANSACTION FEES/BILL #642 | 09/21/20 | \$1.78 | \$1.78 | 603-32-4293 | Contract/Agreement | \$10,100.00 | \$6,273.11 |
| | 290459 | 09/04/20 | EBILLING MONTHLY TRANSACTION FEES/BILL #642 | 09/21/20 | \$1.79 | \$1.79 | 604-32-4293 | Contract/Agreement | \$5,600.00 | \$1,926.44 |
| | | | | | | <u>\$5.36</u> | | | | |
| | | | | | | <u>\$38,798.91</u> | | | | |

Total Bills To Pay:

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

| Invoice Number | Date | Description | Due Date | Invoice Amt | Approved Amt | Account Number | Account Description | Budgeted \$ | YTD Balance |
|----------------|---|------------------|----------|--------------|--------------|----------------|--------------------------|----------------|---------------|
| Vendor | | | | | | | | | |
| 1145 | DAKOTACARE, PO BOX 7406, SIOUX FALLS, SD, 57117-7406 | | | | | | | | |
| 8-2020 | 08/07/20 | HEALTH INSURANCE | 08/07/20 | \$10,083.45 | \$10,083.45 | 101-00-2169 | Health Insurance Payable | \$0.00 | (\$7,258.32) |
| 8-2020 | 08/07/20 | MISC | 08/07/20 | \$13.30 | \$13.30 | 101-01-4901 | Miscellaneous | \$1,000.00 | (\$344.24) |
| 8-2020 | 08/07/20 | HEALTH INSURANCE | 08/07/20 | \$235.07 | \$235.07 | 211-00-2169 | Health Insurance Payable | \$0.00 | (\$234.98) |
| 8-2020 | 08/07/20 | MISC | 08/07/20 | \$0.31 | \$0.31 | 211-10-4901 | Miscellaneous | \$0.00 | (\$3.14) |
| 8-2020 | 08/07/20 | HEALTH INSURANCE | 08/07/20 | \$2,303.71 | \$2,303.71 | 602-00-2169 | Health Insurance Payable | \$0.00 | (\$2,303.66) |
| 8-2020 | 08/07/20 | MISC | 08/07/20 | \$3.04 | \$3.04 | 602-31-4901 | Miscellaneous | \$500.00 | \$473.54 |
| 8-2020 | 08/07/20 | HEALTH INSURANCE | 08/07/20 | \$3,149.97 | \$3,149.97 | 603-00-2169 | Health Insurance Payable | \$0.00 | (\$3,149.90) |
| 8-2020 | 08/07/20 | MISC | 08/07/20 | \$4.53 | \$4.53 | 603-31-4901 | Miscellaneous | \$1,000.00 | \$684.99 |
| 8-2020 | 08/07/20 | HEALTH INSURANCE | 08/07/20 | \$1,831.06 | \$1,831.06 | 604-00-2169 | Health Insurance Payable | \$0.00 | (\$2,302.44) |
| 8-2020 | 08/07/20 | MISC | 08/07/20 | \$2.42 | \$2.42 | 604-31-4901 | Miscellaneous | \$300.00 | \$274.25 |
| 8-2020 | 08/07/20 | HEALTH INSURANCE | 08/07/20 | \$112.83 | \$112.83 | 606-00-2169 | Health Insurance Payable | \$0.00 | (\$112.87) |
| 8-2020 | 08/07/20 | HEALTH INSURANCE | 08/07/20 | \$169.25 | \$169.25 | 612-00-2169 | Health Insurance Payable | \$0.00 | (\$169.27) |
| 151 | EFTPS, . . . | | | | | | | | |
| 8-12-2020 | 08/12/20 | PAYROLL TAXES | 08/12/20 | \$6,193.44 | \$6,193.44 | 101-00-2162 | Payroll Taxes Payable | \$0.00 | (\$10,677.50) |
| 8-26-2020 | 08/26/20 | PAYROLL TAXES | 08/26/20 | \$4,475.42 | \$4,475.42 | 101-00-2162 | Payroll Taxes Payable | \$0.00 | (\$10,677.50) |
| 8-12-2020 | 08/12/20 | PAYROLL TAXES | 08/12/20 | \$77.04 | \$77.04 | 211-00-2162 | Payroll Taxes Payable | \$0.00 | (\$153.51) |
| 8-26-2020 | 08/26/20 | PAYROLL TAXES | 08/26/20 | \$76.47 | \$76.47 | 211-00-2162 | Payroll Taxes Payable | \$0.00 | (\$153.51) |
| 8-12-2020 | 08/12/20 | PAYROLL TAXES | 08/12/20 | \$1,162.76 | \$1,162.76 | 602-00-2162 | Payroll Taxes Payable | \$0.00 | (\$2,230.56) |
| 8-26-2020 | 08/26/20 | PAYROLL TAXES | 08/26/20 | \$1,067.80 | \$1,067.80 | 602-00-2162 | Payroll Taxes Payable | \$0.00 | (\$2,230.56) |
| 8-12-2020 | 08/12/20 | PAYROLL TAXES | 08/12/20 | \$2,231.88 | \$2,231.88 | 603-00-2162 | Payroll Taxes Payable | \$0.00 | (\$4,030.61) |
| 8-26-2020 | 08/26/20 | PAYROLL TAXES | 08/26/20 | \$1,798.73 | \$1,798.73 | 603-00-2162 | Payroll Taxes Payable | \$0.00 | (\$4,030.61) |
| 8-12-2020 | 08/12/20 | PAYROLL TAXES | 08/12/20 | \$970.81 | \$970.81 | 604-00-2162 | Payroll Taxes Payable | \$0.00 | (\$1,906.15) |
| 8-26-2020 | 08/26/20 | PAYROLL TAXES | 08/26/20 | \$935.34 | \$935.34 | 604-00-2162 | Payroll Taxes Payable | \$0.00 | (\$1,906.15) |
| 8-12-2020 | 08/12/20 | PAYROLL TAXES | 08/12/20 | \$43.13 | \$43.13 | 606-00-2162 | Payroll Taxes Payable | \$0.00 | (\$82.75) |
| 8-26-2020 | 08/26/20 | PAYROLL TAXES | 08/26/20 | \$39.62 | \$39.62 | 606-00-2162 | Payroll Taxes Payable | \$0.00 | (\$82.75) |
| 8-12-2020 | 08/12/20 | PAYROLL TAXES | 08/12/20 | \$105.54 | \$105.54 | 612-00-2162 | Payroll Taxes Payable | \$0.00 | (\$205.83) |
| 8-26-2020 | 08/26/20 | PAYROLL TAXES | 08/26/20 | \$100.29 | \$100.29 | 612-00-2162 | Payroll Taxes Payable | \$0.00 | (\$205.83) |
| 71 | MISSOURI BASIN MUNICIPAL POWER AGENCY/S-1, . . . | | | | | | | | |
| 8-2020 | 08/11/20 | ELECTRIC ENERGY | 08/26/20 | \$170,364.14 | \$170,364.14 | 603-30-4341 | MRES/WAPA/PWR Cost | \$1,530,000.00 | \$731,756.83 |
| 93 | SD STATE TREAS-SALES TAX, DEPT. OF REVENUE & REGULATIONS, P.O. BOX 5055, SIOUX FALLS, SD, 57117-5055 | | | | | | | | |
| 7-31-2020 | 08/20/20 | STATE SALES TAX | 08/20/20 | \$200.60 | \$200.60 | 101-00-2170 | Sales Taxes Payable | \$0.00 | (\$387.80) |
| 7-31-2020 | 08/20/20 | STATE SALES TAX | 08/20/20 | \$9,138.91 | \$9,138.91 | 603-00-2170 | Sales Taxes Payable | \$0.00 | (\$21,658.33) |
| 7-31-2020 | 08/20/20 | STATE SALES TAX | 08/20/20 | \$11.26 | \$11.26 | 606-00-2170 | Sales Taxes Payable | \$0.00 | (\$22.52) |
| 7-31-2020 | 08/20/20 | STATE SALES TAX | 08/20/20 | \$916.56 | \$916.56 | 612-00-2170 | Sales Taxes Payable | \$0.00 | (\$1,834.49) |
| 151 | EFTPS, . . . | | | | | | | | |
| 8-12-2020 | 08/12/20 | PAYROLL TAXES | 08/12/20 | \$19,278.27 | \$19,278.27 | | | | |
| 8-26-2020 | 08/26/20 | PAYROLL TAXES | 08/26/20 | \$170,364.14 | \$170,364.14 | | | | |
| 93 | SD STATE TREAS-SALES TAX, DEPT. OF REVENUE & REGULATIONS, P.O. BOX 5055, SIOUX FALLS, SD, 57117-5055 | | | | | | | | |
| 7-31-2020 | 08/20/20 | STATE SALES TAX | 08/20/20 | \$200.60 | \$200.60 | 101-00-2170 | Sales Taxes Payable | \$0.00 | (\$387.80) |
| 7-31-2020 | 08/20/20 | STATE SALES TAX | 08/20/20 | \$9,138.91 | \$9,138.91 | 603-00-2170 | Sales Taxes Payable | \$0.00 | (\$21,658.33) |
| 7-31-2020 | 08/20/20 | STATE SALES TAX | 08/20/20 | \$11.26 | \$11.26 | 606-00-2170 | Sales Taxes Payable | \$0.00 | (\$22.52) |
| 7-31-2020 | 08/20/20 | STATE SALES TAX | 08/20/20 | \$916.56 | \$916.56 | 612-00-2170 | Sales Taxes Payable | \$0.00 | (\$1,834.49) |
| 151 | EFTPS, . . . | | | | | | | | |
| 8-12-2020 | 08/12/20 | PAYROLL TAXES | 08/12/20 | \$10,267.33 | \$10,267.33 | | | | |

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 |
|--------|---------------|----------|---|----------|-------------|---------------------|----------------|---------------------------|-------------|-------------|
| | 109 | | US DEPARTMENT OF AGRICULTURE,... | | | | | | | |
| | 8-4-2020 | 08/04/20 | 2001 WATER BOND PAYMENT PRINCIPAL | 08/04/20 | \$1,228.53 | \$1,228.53 | 602-40-4708 | Principal - 2000 Water Bo | \$14,653.00 | \$6,194.82 |
| | 8-4-2020 | 08/04/20 | 2001 WATER BOND PAYMENT INTEREST | 08/04/20 | \$2,152.47 | \$2,152.47 | 602-40-4709 | Interest - 2000 Water Bo | \$25,920.00 | \$10,711.18 |
| | | | | | | \$3,381.00 | | | | |
| | 1856 | | US DEPT OF AGRICULTURE--WATER/SEWER,... | | | | | | | |
| | 8-8-2020 | 08/08/20 | 2019 WATER BOND PRINCIPAL | 08/08/20 | \$3,249.48 | \$3,249.48 | 602-40-4716 | Principal - 2019 Water Bo | \$38,880.00 | \$16,312.67 |
| | 8-8-2020 | 08/08/20 | 2019 WATER BOND INTEREST | 08/08/20 | \$4,993.52 | \$4,993.52 | 602-40-4717 | Interest - 2019 Water Bo | \$60,037.00 | \$24,903.33 |
| | 8-8-2020 | 08/08/20 | 2019 SEWER BOND (1) PRINCIPAL | 08/08/20 | \$4,609.72 | \$4,609.72 | 604-40-4718 | Principal - 2019 Sewer B | \$55,155.00 | \$23,140.89 |
| | 8-8-2020 | 08/08/20 | 2019 SEWER BOND (1) INTEREST | 08/08/20 | \$7,083.28 | \$7,083.28 | 604-40-4719 | Interest - 2019 Sewer Bo | \$85,162.00 | \$35,325.11 |
| | 8-8-2020 | 08/08/20 | 2019 SEWER BOND (2) PRINCIPAL | 08/08/20 | \$611.79 | \$611.79 | 604-40-4728 | Principal - 2019 Sewer B | \$7,320.00 | \$3,071.17 |
| | 8-8-2020 | 08/08/20 | 2019 SEWER BOND (2) INTEREST | 08/08/20 | \$939.21 | \$939.21 | 604-40-4729 | Interest - 2019 Sewer Bo | \$11,293.00 | \$4,684.83 |
| | | | | | | \$21,487.00 | | | | |
| | | | | | | \$242,686.68 | | | | |

Total Bills To Pay:

**Agenda Action Form
Flandreau City Council**

Meeting Date: 9/21/2020

Title: Second Reading of Ordinance 600 – 2021 Appropriation Ordinance

Motion Resolution Ordinance Other

Background Information: Per South Dakota Codified Law (SDCL), the second reading of the Annual Appropriation Ordinance for the ensuing fiscal year, shall be introduced no later than the next regular Council meeting in September or within ten days after the first reading has taken place. No changes have been made since the minor changes made at the special meeting held on Monday, August 31st, 2020.

Justification: Required per SDCL 9-21-2

Financial Consideration: Appropriate the necessary funds for fiscal year 2021 to meet all lawful expenses and liabilities of the City of Flandreau

City Administrator's Recommendation: Approval

Attachments: Ordinance 600 – 2021 Appropriation Ordinance

Ordinance No. 600 2021 Appropriation Ordinance

BE IT ORDAINED by the City of Flandreau, South Dakota the following sums be appropriated to meet the obligations of the municipality.
The following is a summary by funds of the appropriate amounts and the means of financing them

| TYPE FUND | GOV FUNDS | | | SPECIAL FUNDS | | ENTERPRISE FUNDS | | | TOTAL |
|-----------------------------------|---|------------------------|-----------------------|-------------------------------------|-------|------------------|-------|-------------|-------------------|
| | GEN FUND 101, 606, 728, plus FVFD | BB&B SALES TAX FUND | Aquatic Ctr (Bond) | TIFs GL, IP, WEP, ALCO, SVHTs | WATER | ELECTRIC | SEWER | SOLID WASTE | |
| | 211 | 307 | 708 | 602 | 603 | 604 | 612 | | |
| 410 GENERAL GOVERNMENT | | | | | | | | | |
| 411.00 Legislative | \$ 24,411 | | | | | | | | \$ 24,411 |
| 412.00 Executive | \$ 6,172 | | | | | | | | \$ 6,172 |
| 413.00 Elections | \$ 700 | | | | | | | | \$ 700 |
| 414.10 Legal (Attorney) | \$ 7,000 | | | | | | | | \$ 7,000 |
| 414.20 General Admin | \$ 25,467 | | | | | | | | \$ 25,467 |
| 414.30 Insurance & Bonds | \$ 2,500 | | | | | | | | \$ 2,500 |
| 414.40 Gen Financial Admin | \$ 99,300 | | | | | | | | \$ 99,300 |
| TOTAL | \$ 165,550 | \$ - | \$ - | | | | | | \$ 165,550 |
| 420 PUBLIC SAFETY | | | | | | | | | |
| 421.10 Crime Control | \$ 850,070 | | | | | | | | \$ 850,070 |
| 422.90 Vol Fire Dept - City | \$ 59,203 | | | | | | | | \$ 59,203 |
| 429.40 Civil Defense | \$ 6,900 | | | | | | | | \$ 6,900 |
| TOTAL | \$ 916,173 | \$ - | \$ - | | | | | | \$ 916,173 |
| 430 PUBLIC WORKS | | | | | | | | | |
| 431.20 Highway & Streets | \$ 350,491 | | | | | | | | \$ 350,491 |
| 431.50 Storm Drainage | \$ 36,000 | | | | | | | | \$ 36,000 |
| 435.00 Airport | \$ 66,471 | | | | | | | | \$ 66,471 |
| 438.10 Cemeteries | \$ 18,850 | | | | | | | | \$ 18,850 |
| TOTAL | \$ 471,812 | \$ - | \$ - | | | | | | \$ 471,812 |
| 440 HEALTH AND WELFARE | | | | | | | | | |
| 441.2 Animal Control | \$ 1,200 | | | | | | | | \$ 1,200 |
| 445 Drug & Alcohol Educ | \$ 7,600 | | | | | | | | \$ 7,600 |
| TOTAL | \$ 8,800 | \$ - | \$ - | | | | | | \$ 8,800 |
| 450 CULTURE AND RECREATION | | | | | | | | | |
| 451.21 Aquatic Center | \$ 130,408 | | | | | | | | \$ 130,408 |
| 451.22 Aquatic Ctr (Bond) | \$ 15,150 | \$ 31,348 | | | | | | | \$ 46,498 |
| 451.23 Other Recreation | \$ - | | | | | | | | \$ - |
| 451.24 City Band | \$ 7,900 | | | | | | | | \$ 7,900 |
| 451.25 Senior Citizens | \$ 275,963 | | | | | | | | \$ 275,963 |
| 452.00 Park | \$ 2,000 | | | | | | | | \$ 2,000 |
| 452.01 Park Board | \$ - | | | | | | | | \$ - |
| 452.02 Riverside Park Days Comm | \$ 23,800 | | | | | | | | \$ 23,800 |
| 456.01 Armory | \$ 24,400 | \$ 79,082 | | | | | | | \$ 103,482 |
| 456.02 Comm Center | \$ 15,000 | | | | | | | | \$ 15,000 |
| 456.03 Boys & Girls Club | \$ 10,750 | | | | | | | | \$ 10,750 |
| 456.06 Library | \$ 7,000 | | | | | | | | \$ 7,000 |
| 458.00 Museum | \$ 8,000 | | | | | | | | \$ 8,000 |
| 459.00 Crystal Theater | \$ - | | | | | | | | \$ - |
| TOTAL | \$ 520,371 | \$ 79,082 | \$ 31,348 | | | | | | \$ 630,801 |

| TYPE FUND | GOV FUNDS | | SPECIAL FUNDS | | TIFs GL, IP, WEP, ALCO, SVHTs 702, 704, 705, 707, 708 | ENTERPRISE FUNDS | | | | TOTAL | |
|--|---|-------------------------------|------------------------------|--------------|---|------------------|--------------|--------------------|------------|-------|--------------|
| | GEN FUND 101, 606, 728, plus FVFD | 88&B SALES TAX FUND 211 | Aquatic Ctr (Bond) 307 | WATER 602 | | ELECTRIC 603 | SEWER 604 | SOLID WASTE 612 | | | |
| 465 ECONOMIC DEVELOPMENT AND ASSISTANCE | | | | | | | | | | | |
| 465.01 Ind Development (FDC) | \$ 76,457 | | | | | | | | | | \$ 76,457 |
| TOTAL | \$ 76,457 | \$ - | \$ - | \$ - | | | | | | | \$ 76,457 |
| 470 Debt Service (Government) | | | | | | | | | | | |
| 470.00 Debt | \$ 93,494 | | | \$ 89,312 | | | | | | | \$ 182,806 |
| TOTAL | \$ 93,494 | | | \$ 89,312 | | | | | | | \$ 182,806 |
| 600 PUBLIC SERVICE ENTERPRISE FUNDS | | | | | | | | | | | |
| Operating | | | | | | \$ 368,525 | \$ 2,106,532 | \$ 145,397 | \$ 178,055 | | \$ 2,798,509 |
| Gen. & Admin | | | | | | \$ 124,022 | \$ 248,515 | \$ 98,276 | \$ 98,276 | | \$ 470,813 |
| Debt Service | | | | | | \$ 139,490 | \$ 393,488 | \$ 158,930 | \$ 158,930 | | \$ 691,908 |
| Reserve | | | | | | \$ - | \$ - | \$ - | \$ - | | \$ - |
| 491.50 Contingency Fund | \$ 25,000 | | | | | \$ - | \$ - | \$ - | \$ - | | \$ 25,000 |
| TOTAL | \$ 25,000 | | | | | \$ 632,037 | \$ 2,748,535 | \$ 402,603 | \$ 178,055 | | \$ 3,986,230 |
| COMBINED TOTALS | \$ 2,277,657 | \$ 79,082 | \$ 31,348 | \$ 89,312 | \$ 89,312 | \$ 632,037 | \$ 2,748,535 | \$ 402,603 | \$ 178,055 | | \$ 6,438,629 |
| MEANS OF FINANCE | | | | | | | | | | | |
| Fund Operation | \$ 1,499,242 | \$ 82,000 | | | | \$ 663,284 | \$ 2,973,500 | \$ 558,053 | \$ 184,320 | | \$ 5,960,399 |
| Reserves | \$ 13,415 | | | | | \$ - | \$ (125,000) | \$ - | \$ - | | \$ 13,415 |
| Transfer from other Funds | \$ 125,000 | | | | | \$ - | \$ - | \$ - | \$ - | | \$ - |
| General Tax Levy | \$ 640,000 | | | \$ 137,157 | | \$ - | \$ - | \$ - | \$ - | | \$ 777,157 |
| Aquatic Ctr Bond Tax Levy | | | \$ 31,375 | | | \$ - | \$ - | \$ - | \$ - | | \$ 31,375 |
| SUBTOTAL | \$ 2,277,657 | \$ 82,000 | \$ 31,375 | \$ 137,157 | \$ 137,157 | \$ 663,284 | \$ 2,848,500 | \$ 558,053 | \$ 184,320 | | \$ 6,782,346 |
| Applied Cash | \$ - | \$ (2,918) | \$ (27) | \$ (47,845) | \$ (47,845) | \$ (31,247) | \$ (99,965) | \$ (155,450) | \$ (6,265) | | \$ (343,717) |
| TOTAL | \$ 2,277,657 | \$ 79,082 | \$ 31,348 | \$ 89,312 | \$ 89,312 | \$ 632,037 | \$ 2,748,535 | \$ 402,603 | \$ 178,055 | | \$ 6,438,629 |

The Finance Officer is directed to certify the tax levies made in this ordinance to the County Auditor as follows: For the General Fund, \$629,000; for the Aquatic Center bond issue, \$31,360.

Attest:

Daniel D. Sutton
Mayor

Jeff Pederson
City Administrator

First Reading: 9/8/2020
Second Reading: 9/21/2020
Adopted: 9/21/2020

Published: 9/30/2020
Effective: 10/20/2020

Agenda Action Form Flandreau City Council

Meeting Date: 9/21/2020

Title: Approval of Grant Agreement with SD Department of Transportation for Airport Master Plan Update

Motion Resolution Ordinance Other

Background Information: A grant agreement with the Federal Aviation Administration was previously approved in June for Airport Improvement Program (AIP) Project No 3-46-0077-011-2020 which consists of an update to the Airport Master Plan. An agreement with SDDOT is required to make reimbursement payment to the City. FAA has allocated funds to airports to help offset a decline in revenues associated with COVID-19; those funds will be used to pay for the required 10% match on the FAA funds under this agreement, with no local match required from the City.

Justification: This project evaluates the alternatives for Runway 10/28 to eliminate incompatible land uses within the RPZ and is offered to the City with conditions that are attached to this agreement as well as the previously approved agreement with FAA.

Financial Consideration: This Agreement commits the State of South Dakota to reimburse the City with allocated funds from a combination of FAA funding and CARES Act funding for 100% of eligible project costs, not to exceed \$55,000.

City Administrator's Recommendation: Approve

Attachments: Grant Agreement between the City of Flandreau and SD Department of Transportation

Agreement Number _____

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF SECRETARIAT
OFFICE OF AIR, RAIL, AND TRANSIT
AGREEMENT FOR PROJECT NO. 3-46-0077-11-2020**

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. CARES funding will be allocated to pay for the required ten percent (10%) match on the FAA funds used under this Agreement, with no local match required from the CITY, 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 establishing, constructing, and maintaining an airport on a portion of Section Nine (9), of Township One Hundred Six North (106N), Range Forty-eight West (78W) 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 item(s), referred to in this Agreement as the "Project":

Update Airport Master Plan.

- E. The total estimated cost of the Project is shown on the Engineer's Estimate, entitled "Summary of Project Costs," attached to this Agreement as **Exhibit A**.

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 from a combination of FAA funding and CARES Act funding for one hundred percent (100%) of eligible Project costs, not to exceed **Fifty-five Thousand Dollars and No Cents (\$55,000.00)**. The STATE will determine eligible costs in the same manner as for the Federal Aviation Administration (FAA) Grant Agreement Project Number 3-46-0077-011-2020. The STATE will make progress payments to the SPONSOR up to ninety percent (90%) of the eligible Project costs listed in this section. Once the eligible Project costs have reached 90% of the approved maximum limiting amount listed in this section, the STATE will 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. The

SPONSOR will be one hundred percent (100%) responsible for any Project costs that are not eligible for reimbursement and any costs which exceed Fifty-five Thousand Dollars and No Cents (\$55,000.00).

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. 3-46-0077-011-2020 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 CITY certifies the CITY has a conflict of interest policy and enforces said policy.

13. 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.

14. 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.
15. 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.
16. 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.
17. 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 or Council 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 B**.
18. The effective date of this Agreement is **July 16, 2020**. This Agreement will end four (4) years from the date of signature by the STATE.

19. 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: _____

Name: _____

Name: _____

Its: Mayor

Its: _____

Date: _____

Date: _____

Attest:

City Auditor/Clerk

(City Seal)

| SUMMARY OF PROJECT COSTS | | AIP Project No. 3-46-0077-11-2020 |
|--|--|--------------------------------------|
| Sponsors Name and Address CITY OF FLANDREAU | | Aero Comm Approved 07/16/2020 |
| Official Name and Location of Airport FLANDREAU MUNICIPAL AIRPORT 1005 W. ELM AVENUE FLANDREAU, SD 57028 | | Max Federal Funds \$55,000.00 |
| DESCRIPTION | LATEST REVISED TOTAL ESTIMATED COST | ACTUAL COST INCURRED TO DATE |
| I. LAND: N/A | | |
| II. CONSTRUCTION: | | |
| TOTAL CONSTRUCTION | \$0.00 | \$0.00 |
| III. ENGINEERING: Helms & Associates | | |
| A. ALP & Narrative Report (LS) | \$52,450.63 | \$0.00 |
| TOTAL ENGINEERING | \$52,450.63 | \$0.00 |
| IV. ADMINISTRATION | | |
| TOTAL PROJECT COST | \$55,000.00 | \$0.00 |
| FEDERAL SHARE-AIP Funds 90% | \$49,500.00 | \$0.00 |
| FEDERAL SHARE-CARES Funds 10% | \$5,500.00 | \$0.00 |
| 7. CERTIFICATION: | | |
| DATE: | | PREPARED BY: |
| SCOPE: Miscellaneous Planning Study - update ALP and an Appendix to the Narrative Report to evaluate the alternatives for Rnwy 10/28 to eliminate incompatible land uses within the RPZ. | | |