

**CITY OF SISSETON  
CITY COUNCIL MEETING  
October 10, 2023  
AGENDA  
Sisseton City Hall – 6:30 p.m.**

1. Call to Order
2. Adopt Agenda
3. Minutes – September 11, 2023
4. Bills Payable
5. Reports:
  - a. Liquor
  - b. Police
  - c. Street/Safety
  - d. Water/Sewer
  - e. Building Permits
  - f. Finance
6. Public Comment
7. Public Hearing:
  - a.
8. Visitors:
  - a.
9. Travel Approval:
  - a. Police Dept. Recruitment & Retention Training – November 13-14, 2023 Pierre, SD
10. New Business:
  - a. Authorize Ordering Patrol Vehicle
  - b. Authorize Hiring Street Dept. Employee
  - c. Authorize Mayor to Sign Financial Assistance Agreement with SD DOT for AIP 3-46-0051-21-2023
  - d. American Fence Company: Pay Request #1 – Airport Fence Improvement Project
  - e. Stanek Constructors: Pay Request #11 – Water Treatment Plant Project
  - f. Stanek Constructors: Change Order #2 – Water Treatment Plant Project
  - g. Health Insurance Renewal
  - h. Establish Excavation Asphalt Replacement Fee
11. Ordinances and Resolutions:
  - a. Resolution 2023-9: Capital Outlay
  - b. Resolution 2023-10: Transfer
  - c. Ordinance 691: Repeal Ordinance 13.08.230 Only Licensed Plumbers Allowed – First Reading
  - d. Ordinance 692: Amending Ordinance 13.04.020 User Responsible for Operation and Maintenance of Water and Sewer Lines – First Reading
  - e. Ordinance 693: Amending Ordinance 12.20.020 Application and 12.20.030 Supervision of Excavations – First Reading
12. Information/Discussion Items:
  - a. Bulk Fuel
  - b. Non-Conforming Use Properties
  - c. Transient Merchants Ordinance
13. Executive Session SDCL 1-25-2 (3) Legal
14. City Attorney Report
15. Mayor/Council Member Reports
16. Such Additional Items Which May properly come before the Council
17. Adjourn

The public is welcome to join the City Council meeting virtually via zoom:  
Go to website: [zoom.us/join](https://zoom.us/join)  
Meeting ID: 880 6475 7554  
Passcode: 647214

Or contact City Hall at 698-3391 and a link can be e-mailed to you  
**THE MEETING IS OPEN TO THE PUBLIC – DOORS OPEN AT 6:00 PM**

The City Council for the City of Sisseton met in regular session on Monday, September 11, 2023 at 6:30 p.m.

**Members Present:** Mayor Terry Jaspers, Alderwomen Appel and Randolph, Aldermen, German, Just, Solberg and Stapleton.

Others Present: Amber Kemnitz, Ellen Lekness, Jim Croymans, Myron Doud, Gary Spencer, Jason Deutsch, Leif Redinger, Corey Helms, Bob Babcock, Nicholas Blaske, Markus Tracy, Terry Sutton, Jenn Spencer, Kevin Deutsch

**Call to Order:** Mayor Jaspers called the meeting to order at 6:30 p.m.

**Agenda:** Randolph moved and Solberg seconded to approve agenda as presented. All voted aye.

**Bills Payable:** Stapleton moved and Randolph seconded to approve the bills payable as presented. All voted aye.

**Minutes:** Just moved and Solberg seconded to approve the August 14 & 28, 2023 minutes. All voted aye.

Liquor: Lekness presented the August 2023 liquor report and provided information on security system and signage.

**Liquor Store Security System:** Appel moved and German seconded to accept estimate from Safe-N-Secure in the amount of \$12,269.48 to install new camera security system at Liquor Store. All voted aye.

**Liquor Property Survey:** German moved and Stapleton seconded to have property at Liquor Store surveyed in order to determine placement of signage. All voted aye.

Police: Croymans reported on police department and discussed ordering vehicle. Authorization to order new patrol vehicle will be included on the October meeting agenda.

Mayor Jaspers reported on SD Police Commission introducing a rule change to consider allowing in specific circumstances sworn law enforcement officers under the age of 21.

Street/Safety: Doud reported for the street department.

**Malt Beverage License Public Hearing:** At 7:00 p.m. a public hearing was held for 2023-2024 retail on-off sale malt beverage & SD farm wine licenses. There was no public input. Randolph moved and Stapleton seconded to approve the 2023-2024 retail on-off sale malt beverage & SD farm wine applications as follows:

Comes Investment, Inc. (Pizza Hut) and Hwy 10 Casino II.  
All voted aye.

Building Permits: Council received a list of the following building permits that have been approved: 2023-24 GROW SD, 2023-25 GROW SD

**Finance Report:** Randolph moved and Solberg seconded to approve the August 2023 finance report. All voted aye.

Water/Sewer: Spencer reported for the water and sewer department. Hydrant flushing will begin in early October.

**Travel:** German moved and Solberg seconded to approve travel for G.Spencer to attend Wastewater Treatment Workshop in Spearfish, SD on November 14-16, 2023. All voted aye.

Leif Redinger with Helms & Associates provided an update on the Water Treatment Plant Project. Estimated completion date at this time is November 1, 2023.

**Stanek Constructors Pay Request #10:** Appel moved and Randolph seconded to approve pay request #10 submitted by Stanek Constructors in the amount of \$199,182.00 for the Water Treatment Plant Project. All voted aye.

**Stanek Constructors Change Order #1:** Stapleton moved and German seconded to approve Change Order #1 submitted by Stanek Constructors for the Water Treatment Plant Project conditional upon approval of Stanek and signed off by Helms & Associates. Change Order will increase the total Contract Price by \$56,990.85 for a new total Contract Price of \$4,187,745.85. All voted aye.

Stanek Constructors Change Order #2: No action at this time by Council on Change Order #2 submitted by Stanek Construction. Council is willing to allow a time extension for completion of the Water Treatment Plant Project but not to increase the Contract Price due to winter work.

Public Comment: None

Visitors:

Markus Tracy, Artist in Residence – Sisseton Arts Council and Nicholas Blaske, Executive Director of Sisseton Area Chamber, SEDC and Promotion Board, addressed Council regarding possible use of lot where Senior Center was located on Veterans Ave. There is community interest in developing the area into a park. There are possible grant opportunities to help fund the project.

An Art Alley Gallery is in the works for the alley of First Savings Bank and the Fire Hall. Council was in agreement to allow placement of benches in the alley to allow for seating to view art work.

**GROW SD Asphalt Replacement:** Grow SD made a request that the City pay for asphalt replacement for the two locations in Cedar Heights where new homes will be located and excavation in the street is required to connect sewer service line to city main. Randolph moved and Stapleton seconded to pay expense of asphalt replacement for connection to sewer main for new homes developed by Grow SD in Cedar Heights. All voted aye.

**Resolution 2023-6:** German moved and Just seconded to approve Resolution 2023-6 as follows: BE IT RESOLVED by the City Council of Sisseton, South Dakota in a regular meeting assembled that the plat of Lot 13, Block 1 of Ackerman's 1<sup>st</sup> Addition in the NE1/4NW1/4 of Section 33, T126N, R51W of the 5<sup>th</sup> P.M., in the City of Sisseton, Roberts County, South Dakota be approved this 11<sup>th</sup> day of September 2023 in accordance with the provisions of SDCL Chapter 11-3 and all acts amendatory thereto.

Dated at Sisseton, Roberts County, South Dakota this 11<sup>th</sup> day of September 2023.

All voted aye.

**Resolution 2023-7:** German moved and Appel seconded to approve Resolution 2023-7 as follows:

BE IT RESOLVED by the City Council of Sisseton, South Dakota in a regular meeting assembled that the plat of Otto-Quande Post 50 Tank Park located in the SW1/4 of Section 27, T126N, R51W, of the 5<sup>th</sup> P.M., in the City of Sisseton, Roberts County, South Dakota be approved this 11<sup>th</sup> day of September 2023 in accordance with the provisions of SDCL Chapter 11-3 and all acts amendatory thereto.

Dated at Sisseton, Roberts County, South Dakota this 11<sup>th</sup> day of September 2023.

All voted aye.

**Resolution 2023-8:** German moved and Appel seconded to approve Resolution 2023-8 as follows:

WHEREAS, We, the undersigned, hereby certify that we are the absolute and unqualified owner(s) of Lot A in a portion of South Dakota Highway 10 Right-of-Way located in the SW1/4 of Section 27, T126N, R51W of the 5<sup>th</sup> P.M. as filed in Cab 2A Page U-17 on the 10<sup>th</sup> of October 2018; and abandoned by the South Dakota Transportation Commission as filed in M93 Page 295-296 on July 27, 2020 and have caused the same to be vacated; and

WHEREAS, We further certify that the above described property was surveyed and platted at our request and under our direction and that the development of the land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations; and

THEREFORE, BE IT RESOLVED by the City Council of Sisseton, South Dakota, said property as surveyed and platted shall be hereafter known as Otto-Quande Post 50 Tank Park located in the SW1/4 of Section 27, T126N, R51W, of the 5<sup>th</sup> P.M., in the City of Sisseton, Roberts County, South Dakota.

Dated at Sisseton, Roberts County, South Dakota this 11<sup>th</sup> day of September 2023.

All voted aye.

**Ordinance 690:** Stapleton moved and Randolph seconded to approve the second reading and adoption of Ordinance 690 the 2024 appropriation ordinance. Upon roll call vote, voting aye were Appel, Just, Stapleton, Solberg, Randolph and German. Motion carried.

Information/Discussion: Council discussed updating ordinances regarding street and public ground excavation and private repairs to water/sewer services.

Regular October City Council meeting will be held on Tuesday, October 10, 2023.

Council discussed cost estimates received to install fuel tanks at City Hall and City Shop. Due to the high cost involved, contact will be made with local vendors to inquire about possible city discount at pump.

There may be an issue involving non-conforming use properties that will be discussed at a later date when City Attorney is in attendance.

Council is invited to the First District Association of Local Governments annual picnic on September 28, 2023.

Mayor/Council Report: German reported on plans for demolition of Tribal properties on Veterans Ave. and old Carnegie Library building. German will inquire with Tribe on plans to install fence and egress windows at the homeless shelter.

Randolph inquired about status of properties.

Just inquired about bathroom improvements at the parks.

Jaspers reported on input from pilot regarding appreciation of courtesy car at airport. Still working on getting price from contractor for shop siding. Housing Study meeting took place at City Hall. Jaspers will reach out to Grow SD to see if there is interest in development of apartment complex.

**Adjourn:** Randolph moved and Appel seconded to adjourn. All voted aye. Meeting adjourned at 8:20 p.m.

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Amber Kemnitz, Finance Officer

**City of Sisseton  
Liquor Store Report  
September 2023**

Liquor Store Deposits	124,898.17
Less Sales Tax	-8,348.80
Gross Liquor Store Sales	116,549.37
Opening Inventory	174,569.20
Purchases	81,742.11
Total Merchandise	256,311.31
Closing Inventory	-173,400.45
Cost of merchandise for sale	82,910.86
Liquor Store Profit	33,638.51
Less Expenses	-31,443.80
<b>Net Liquor Store Profit</b>	<b>2,194.71</b>

10% tax on clubs

End Zone	724.77
Hickory St. Kitchen & Cocktails	305.10
Rosalie's	102.30
Taco's El Bajjo	22.46
Doubletree Gallery	0.00
Dollar General	345.58
Freddie's Casino	0.00
Holiday	1,214.74
Hwy 10 Casino	34.84
K&K	1,377.89
Stillsons	754.41
The Soiree'	0.00
Hills & Valley Riding Club	34.90
<b>Total</b>	<b>4,916.99</b>

Other Expenses

Salaries	13,074.50
FICA	983.72
Retirement	501.45
Work Comp	0.00
Group Insurance	1,512.76
Unemployment Insurance	0.00
Insurance/Prof Services	0.00
Repair	5,076.86
Supplies	1,959.31
Equipment	7,361.69
Utilities	973.51
Total Expense	31,443.80

Breakdown - Liquor Store Deposits

Beer	50,451.84
Whiskey	57,246.94
Wine	4,786.11
Pop/Miscellaneous	2,196.77
Tobacco	1,532.51
Ice	337.66
Total	116,551.83

**Net liquor store profit plus 10% from clubs**

**7,111.70**

# Sisseton Police Dept. 2023 Totals

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Yearly Total
Accidents	2	1	4	1	3	3	5	1	1	0	0	0	21
Assaults	4	4	1	5	7	5	5	2	10	0	0	0	43
DUI	3	2	1	4	4	1	1	0	7	0	0	0	23
Underage Consumption	4	1	2	1	5	8	1	1	5	0	0	0	28
Drug Violations	4	12	6	17	8	10	0	4	7	0	0	0	68
Disorderly Conduct	6	1	3	3	3	9	1	1	1	0	0	0	28
Theft	1	0	5	1	2	4	4	2	6	0	0	0	25
Vandalism	0	1	0	4	2	7	2	2	3	0	0	0	21
Misc (Tickets)	35	29	19	42	39	63	43	29	43	0	0	0	342
Arrests	17	10	10	28	19	24	21	16	30	0	0	0	175
Curfew	0	0	0	0	0	0	2	0	0	0	0	0	2
Warning Tickets	37	21	22	44	48	50	57	34	29	0	0	0	342
Monthly Total	113	82	73	150	140	184	142	92	142	0	0	0	1118





**CITY OF SISSETON - FINANCE REPORT****September 2023**

Balance last report		15,249,235.54
Receipts this month		
Property Tax	6,815.73	
Sales Tax	131,801.77	
Amusement Tax	0.00	
Building Permits	95.00	
Peddler/Pawnshop License	0.00	
Dog License	32.00	
Liquor/Malt Bev/Cannabis License	300.00	
Video Lottery License	0.00	
State/Federal Grants	4,676.71	
State/County Shared Revenue	0.00	
Bank Franchise	0.00	
Motor Vehicle License	2,946.28	
Local Hwy/Bridge Fund	0.00	
Sisseton Housing Pmt in Lieu of Taxes	0.00	
Accident Reports	4.00	
Sales/Excise Tax	0.00	
Fire Dept Fees	500.00	
Hwy & Street	0.00	
Library/Recreation Fees	0.00	
Av Gas sales	2,125.17	
Fines	0.00	
Interest	49,856.65	
Rentals	9,077.00	
Rubble Site Charges	0.00	
Cable TV Franchise	0.00	
Contributions and Donations	0.00	
Miscellaneous (Includes pmt for SRO)	10,289.90	
Sale of Fixed Assets	0.00	
Compensation for loss-insurance proceeds	0.00	
Third Cent Sales Tax	11,522.42	
Grant	0.00	
Liquor Sales	116,549.37	
Sales Tax	8,348.80	
Operating Agreements	564.68	
10% Beverage Mark Up	5,302.66	
Other Liquor Revenue	0.00	
Federal Grant - Water Fund	0.00	
Utility receipts	116,357.49	
Bulk Water	41.00	
Sale of Water Supplies	1,364.00	
Sales Tax	0.00	
Sewer - Land Rent	0.00	
Other Solid Waste	0.00	
Total Receipts		478,570.63
Total Expense		<u>527,805.05</u>
Cash Balance End of Month		<b>15,200,001.12</b>

Respectfully Submitted by Amber Kemnitz, Finance Officer

## Revenue - September 2023

	<u>Anticipated</u>	<u>YTD Revenue</u>	<u>Balance</u>
<b>General Fund</b>			
Property Tax	775,000.00	463,968.09	311,031.91
Sales Tax	1,350,000.00	955,358.05	394,641.95
Amusement Tax	325.00	0.00	325.00
Building Permits	1,000.00	634.00	366.00
Pawnshop License	200.00	100.00	100.00
Peddler License	100.00	0.00	100.00
Dog License	350.00	200.00	150.00
Liquor & Malt Beverage License	6,500.00	2,250.00	4,250.00
Cannabis License	5,000.00	5,000.00	0.00
Video Lottery Fees	2,500.00	3,350.00	-850.00
Federal Grants	0.00	32,798.92	-32,798.92
State Grants	0.00	7,337.77	-7,337.77
Bank Franchise Fee	15,000.00	9,083.36	5,916.64
Liquor Tax Reversion	16,000.00	7,936.34	8,063.66
Motor Vehicle License	35,000.00	29,828.09	5,171.91
Local Hwy/Bridge Fund	70,000.00	39,022.20	30,977.80
Other State Share Revenue	0.00	252.71	-252.71
Payment in Lieu of Tax	25,000.00	28,146.14	-3,146.14
County Road Tax	2,200.00	2,246.47	-46.47
Accident Reports	150.00	98.00	52.00
Fire Dept Townships	34,000.00	30,317.22	3,682.78
BIA/SWST Fire Dept	0.00	0.00	0.00
Fire Dept Ins Co & Individual Pmts	2,500.00	3,600.00	-1,100.00
Hwy & Street	500.00	670.50	-170.50
Recreation	12,500.00	16,263.79	-3,763.79
Library Card Fees	500.00	426.30	73.70
AV Gas (Airport)	15,000.00	14,638.36	361.64
Fines	400.00	417.40	-17.40
Dog Keeping	300.00	260.00	40.00
Interest	7,500.00	384,080.98	-376,580.98
Rentals	30,000.00	29,286.72	713.28
Rubble Site Charge	150.00	150.00	0.00
Private Donations	0.00	12,034.00	-12,034.00
Cable TV Franchise Fee	20,000.00	9,341.26	10,658.74
Other Miscellaneous Revenue	35,000.00	33,228.15	1,771.85
Dividend Income	0.00	0.00	0.00
Sale of General Fixed Assets	0.00	900.00	-900.00
Compensation for loss-ins. proceeds	0.00	10,822.12	-10,822.12
<u>Operating Transfers In</u>	<u>100,000.00</u>	<u>0.00</u>	<u>100,000.00</u>
Total General Fund	2,562,675.00	2,134,046.94	428,628.06
Liquor, Lodging & Dining Sales Tax	85,000.00	67,471.38	17,528.62
Liquor	1,207,800.00	1,037,316.86	170,483.14
Water	531,500.00	395,234.44	136,265.56
Sewer	467,300.00	344,329.47	122,970.53
Sanitation	340,250.00	276,550.64	63,699.36
<b>Total City Funds</b>	<b>5,194,525.00</b>	<b>4,254,949.73</b>	<b>939,575.27</b>

## Expenditures - September 2023

	<u>Appropriation</u>	<u>YTD Expense</u>	<u>Balance</u>
<b>General Fund</b>			
Legislative	54,850.00	28,457.36	26,392.64
Contingency	100,000.00	0.00	100,000.00
Executive	12,500.00	8,499.19	4,000.81
Elections	2,000.00	18.30	1,981.70
Legal	14,000.00	4,316.25	9,683.75
Finance Office	96,050.00	68,813.73	27,236.27
Financial Administration	53,000.00	0.00	53,000.00
General Government Building	55,800.00	29,271.97	26,528.03
Police	650,400.00	491,914.56	158,485.44
Fire	155,800.00	61,311.59	94,488.41
Street Department	863,000.00	140,235.00	722,765.00
Snow Removal	88,500.00	105,077.92	-16,577.92
Street Lighting	65,000.00	32,184.18	32,815.82
Street Cleaning	11,000.00	2,201.16	8,798.84
Airport	42,500.00	76,633.72	-34,133.72
Health	18,000.00	10,291.15	7,708.85
Recreation	65,000.00	76,600.26	-11,600.26
Parks	27,650.00	12,382.82	15,267.18
Library	165,200.00	119,884.38	45,315.62
Economic Development	56,600.00	53,000.00	3,600.00
Capital Outlay	<u>90,000.00</u>	<u>0.00</u>	<u>90,000.00</u>
Total General Fund	2,686,850.00	1,321,093.54	1,365,756.46
<b>Special Revenue Fund-Promotion</b>	85,000.00	30,621.57	54,378.43
<b>Enterprise Funds</b>			
Liquor	1,197,800.00	836,993.69	360,806.31
Water	3,585,600.00	3,126,258.08	459,341.92
Sewer	177,800.00	98,849.70	78,950.30
Garbage	355,700.00	254,440.32	101,259.68
<b>Total City Funds</b>	<b>8,088,750.00</b>	<b>5,668,256.90</b>	<b>2,420,493.10</b>

**City of Sisseton  
Cash Fund Balance  
September 2023**

Cash by Fund

General Fund	8,152,846.26
Lodging & Dining Sales Tax Fund	326,267.46
Liquor Fund	1,175,250.66
Liquor Fund - Change	900.00
Water Fund	2,000,658.84
Water Fund - Change	200.00
Sewer Fund	3,095,727.95
<u>Garbage Fund</u>	<u>448,149.95</u>
<b>Total</b>	<b>15,200,001.12</b>

Bank Reconciliation

Checking Account First Savings Bank	2,901,279.98
FIT GCR Acct	11,115,090.66
Wells Fargo Acct #4231	600,167.17
Dacotah Bank 7/23/24	523,195.11
RCNB - Library Trust	59,168.20
<u>Change Fund</u>	<u>1,100.00</u>
<b>Cash Balance</b>	<b>15,200,001.12</b>

Assistance Listing Number: 20.106  
Federal Award Date: May 31, 2023

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF FINANCE & MANAGEMENT  
OFFICE OF AIR, RAIL, AND TRANSIT  
AGREEMENT FOR PROJECT NO. 3-46-0051-021-2023**

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 Sisseton, South Dakota, referred to in this Agreement as the "SPONSOR."

**1. BACKGROUND:**

- A. 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 Twenty Five (25), of Township One Hundred Twenty Six North (126N), Range Fifty One West (51W) of the Fifth (5<sup>th</sup>) Prime Meridian, Roberts County, South Dakota, referred to in this Agreement as the "Airport "
- B. The SPONSOR requested financial assistance from the STATE for the development of the Airport.
- C. The SPONSOR acquired satisfactory title to the property on which the Airport will be located and indicated the SPONSOR'S desire to use the same for an 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":

**Install 750 linear feet of apron area fencing with 3 walk in gates and 3 cantilever roll gates**

- E. As may be applicable, the "Conditions" and "Assurances" contained in the Airport Improvement Program (AIP) Grant Agreement for Project No. **3-46-0051-021-2023** are included in and incorporated into this Agreement by reference.

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

**2. TERM**

The effective date of this Agreement is **May 31, 2023**. This Agreement will end four (4) years from the date of signature by the STATE.

**3. PAYMENT**

- A. Pursuant to and for the purposes of carrying out the provisions of South Dakota Codified Law (SDCL) § 50-7-15, the STATE will share in the cost of the Project in the amount of **Five percent (5%) of the total eligible Project costs, but in no event will the STATE'S TOTAL SHARE exceed the amount of Seven Thousand Fifty Dollars and No Cents (\$7,050.00)**. The STATE will determine eligible costs in the same manner as for the Federal Aviation Administration (FAA) Grant Agreement Project Number 3-46-0051-021-2023. The STATE will pay the STATE'S share of the eligible Project costs from the STATE AERONAUTICS FUND. The STATE will make progress payments to the SPONSOR up to 90% of the STATE'S total share of eligible Project costs listed in this section. Once the STATE'S share of eligible Project costs has reached 90% of the approved STATE share listed in this section,

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

- B. Eligible costs for this Agreement will be as indicated in the AIP Grant as determined by the FAA.
- C. 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.

#### **4. TERMINATION**

- A. 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.
- B. For Cause. The STATE may, by written notice to the SPONSOR, terminate the Project and cancel this Agreement for any of the following reasons:
  - i. 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.
  - ii. The commencement, prosecution, or timely completion of the Project by the SPONSOR is, for any reason, rendered improbable, impossible, or illegal.
  - iii. The SPONSOR is default under any provision of this Agreement.

#### **5. SPONSOR ASSURANCES**

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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 ensure that the Airport will be operated and maintained in accordance with these covenants.

## **6. SPECIAL CONDITIONS**

The SPONSOR must submit any proposed change affecting the Project to the STATE, in writing, for the STATE'S approval prior to any change.

## **7. SUBCONTRACTORS**

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.

## **8. AMENDMENT**

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.

## **9. INDEMNIFICATION**

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.

## **10. FUNDING AVAILABILITY**

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. AUDIT**

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.

## **12. EXAMINATION OF RECORDS**

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.

### **13. SINGLE AGENCY AUDIT**

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.

### **14. AMERICANS WITH DISABILITIES ACT**

The SPONSOR will provide services in compliance with the American with Disabilities Act of 2016, and any amendments.

### **15. DEBARMENT**

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.

### **16. CERTIFICATION REGARDING LOBBYING**

- A. 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.
- B. 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.

### **17. COMPLIANCE**

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.

**18. NOTICE**

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 Sisseton, South Dakota  
 Attn: Mayor  
 406 2<sup>nd</sup> Ave. W.  
 Sisseton, SD 57262

**19. SIGNATURE AUTHORITY**

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**.

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

City of Sisseton, South Dakota  By: _____  Printed Name: _____  Its: Mayor  Date: _____	State of South Dakota Department of Transportation  By: _____  Printed Name: _____  Its: _____  Date: _____
---	--

Attest:  
  
 By: \_\_\_\_\_  
  
 Printed Name: \_\_\_\_\_  
 City Auditor/Clerk

(City Seal)

**PERIODIC PAYMENT ESTIMATE**

ISSUE DATE: October 5, 2023 ESTIMATE NO. 1 (Partial) (Final)  
 OWNER: City of Sisseton PERIOD FROM: 7/3/2023 - 9/30/2023  
 CONTRACTOR: American Fence Company DATE OF CONTRACT: July 3, 2023  
 DESCRIPTION OF JOB: Fence Improvements (REBID)  
 JOB NUMBER: Helms A-8547 AIP # 3-46-0051-021-2023  
 BID SCHEDULE: Base Bid, Alternate Bid No. 1, and Alternate Bid No. 2  
 INCLUDING APPROVED C/O's: N/A

**STATEMENT OF THE CONTRACT ACCOUNT**

Original Contract Amount	\$114,957.96
Additions Approved to Date - C/O #'s ( )	
Deductions Approved to Date - C/O #'s ( )	
Net Contract Amount this Date	\$114,957.96
Value of Application for PPE for Work to Date	\$87,553.92
Less Recommended Minimum Amount to be Withheld	
Estimated Value of Work to Date	\$87,553.92
Material Stored On-Site	
Estimated Work to Date and Material On-Site	\$87,553.92
Value of 10 Percent Retainage	\$8,755.39
Estimated Value of Work to Date, Less Retainage	\$78,798.53
Total Previously Certified	
<b>Amount Due this Request</b>	<b>\$78,798.53</b>

**Certificate of Approval:**

OWNER: City of Sisseton

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances.

CONTRACTOR: American Fence Company

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

I have reviewed the Work, and as a result of my observations and to the best of my knowledge and belief, the quantities shown in the periodic estimate are correct, and, it is my Opinion, the Work has been basically performed to meet the intent of the Plans and Specifications. A minimum recommended amount should be withheld from the value of those quantities because of nonperformance or because of partial completion of Work, which is not in accordance with the intent of the Contract Documents. This Work is subject to subsequent inspection, which may require corrective measures to be performed by the Contractor prior to final Certificate of Completion and the final acceptance by the Owner. The Engineer does not guarantee the performance of the work by the Contractor and will not be held responsible for techniques of construction or the safety measures and precautions incidental thereto.

HELMS AND ASSOCIATES:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Project Engineer)

PERIODIC PAYMENT ESTIMATE NO. 1 (PARTIAL)  
 OWNER: City of Sisaton  
 WORK COMPLETED THROUGH: 7/3/2023 - 9/30/2023

ISSUE DATE: 10/5/2023  
 CONTRACTOR: American Fence Company  
 INCLUDING CHANGE ORDER: N/A

ITEM NO.	SPEC NO.	UNITS TO DATE	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE APPROVED TO DATE	INSTALLED THIS PERIOD		MATERIALS STORED ON-SITE	UNITS PREVIOUSLY INSTALLED	INSTALLED TO DATE		BALANCE TO INSTALL
							UNITS	TOTAL PRICE			UNITS	TOTAL PRICE	
1	C-105	1 L.S.		Mobilization	\$3,585.00	\$3,585.00	0.9	\$1,726.50			0.9	\$1,726.50	\$815.50
2	S-100	1 L.S.		Construction Safety Planning Plans	\$9,427.00	\$9,427.00	0.9	\$8,484.30			0.9	\$8,484.30	\$942.70
3	F-160	47 Ft		Barbed Wire Fence	\$54.00	\$2,538.00	47	\$2,538.00			47	\$2,538.00	
4	F-160	4 Each		Two-Post Brace Panel	\$400.00	\$1,600.00	4	\$1,600.00			4	\$1,600.00	
5	F-160	3 Each		Connect to Existing Barbed Wire Fence	\$200.00	\$600.00	3	\$600.00			3	\$600.00	
6	F-162	578 Ft		10' Chain Link Fence	\$67.41	\$38,962.98	504	\$33,974.64			504	\$33,974.64	\$4,988.34
7	F-162	3 Each		20' Chain Link Cushioner Roll Gate	\$5,824.00	\$17,472.00	3	\$17,472.00			3	\$17,472.00	
8	F-162	3 Each		4' Chain Link Walk Gate	\$1,930.00	\$5,790.00	3	\$5,790.00			3	\$5,790.00	
9	Plans	5' Each		Perimeter Signs	\$175.00	\$875.00							\$875.00
1-1	C-105	1 L.S.		Mobilization	\$250.00	\$250.00	0.9	\$225.00			0.9	\$225.00	\$25.00
1-2	Plans	341 Ft		Remove and Dispose of Barbed Wire Fence	\$12.78	\$4,357.98	341	\$4,357.98			341	\$4,357.98	
1-3	Plans	350 Ft		Remove and Dispose of Wood Fence	\$12.78	\$4,473.00	350	\$4,473.00			350	\$4,473.00	
1-4	Plans	3 Each		Remove and Salvage 20' Steel Swing Gate	\$50.00	\$150.00	3	\$150.00			3	\$150.00	
1-5	Plans	2 Each		Remove and Salvage 4' Walk Gate	\$50.00	\$100.00	2	\$100.00			2	\$100.00	
2-1	C-105	1 L.S.		Mobilization	\$250.00	\$250.00	0.25	\$62.50			0.25	\$62.50	\$187.50
2-2	F-162	1 Each		Electric Gate Operator and Controls	\$19,227.00	\$19,227.00							\$19,227.00
Base Bid, Alternate Bid No. 1, and Alternate Bid No. 2						\$114,957.96		\$87,553.92				\$87,553.92	\$27,404.04

**Contractor's Application for Payment No. 2204-11**

Application Pay Application 11		Application Date: 10/6/2023	2204-11
To (Owner):	City of Sisseton, SD	Via (Engineer):	Helms & Associates
Project:	Sisseton Drinking Water Treatment Facility	Contract:	
Owner's Contract No.:		Contractor's Project No.:	22-04
		Engineer's Project No.:	

**Application For Payment Change Order Summary**

Approved Change Orders Number	Additions	Deductions
1	\$56,990.85	
2		
TOTALS	\$56,990.85	
NET CHANGE BY CHANGE ORDERS	\$56,990.85	

1. ORIGINAL CONTRACT PRICE..... \$ 4,130,755
2. Net change by Change Orders..... \$ 56,991
3. Current Contract Price (Line 1 ± 2)..... \$ 4,187,746
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 3,729,370
5. RETAINAGE:
  - a. 10% X \$3,622,379.05 Work Completed..... \$ 206,538
  - b. 10% X Stored Material..... \$ 206,538
  - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 3,522,832
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 33,367,021
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 155,811
8. AMOUNT DUE THIS APPLICATION..... \$ 664,914
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ 664,914

**Contractor's Certification**  
The undersigned Contractor certifies, to the best of its knowledge, the following:  
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations; incurred in connection with the Work covered by prior Applications for Payment;  
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and  
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: *Jerry Mully* Date: 10/6/2023

Payment of: \$ 155,811.00  
(Line 8 or other - attach explanation of the other amount)

is recommended by: *Christ C. Redinger* 10/6/2023  
(Engineer) (Date)

Payment of: \$ 155,811.00  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) (Date)

Approved by: \_\_\_\_\_ (Funding Partner) (Date)

Approved by: \_\_\_\_\_ (Funding Partner) (Date)

# Contractor's Application

## Progress Estimate - Unit Price Work

For (Contract):		Sisleton Drinking Water Treatment Facility										Application Number: Pay app 11									
Application Period:		Pay Application 11										Application Date: 10/6/2023									
A		B										C		D		E		F			
Bid Item No.	Item Description	Contract Information										Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)				
		Item Quantity	Units	Unit Price	Total Value of Item (\$)																
1	Mobilization	1	LS	\$190,000	\$190,000	100%	\$190,000														
2	Cleaning and Grubbing & Removals	1	LS	\$5,500	\$5,500	100%	\$5,500														
3	Unclassified Excavation (excluding foundation excavation and backfill)	797	CuYd	\$10	\$7,970	797	\$7,970														
4	Contractor Furnished Borrow Material	2,346	CuYd	\$18	\$42,228	2346	\$42,228														
5	Topsoiling From Stockpiles	401	CuYd	\$13	\$5,213		\$5,213														\$5,213
6	Seeding, Fertilizing and Mulching	0.75	Acres	\$4,200	\$3,150		\$3,150														\$3,150
7	Erosion Control Blanket	2,500	SqYd	\$3	\$7,500		\$7,500														\$7,500
8	6" Concrete Apron	1800	SqFt	\$14	\$25,200		\$25,200														\$25,200
9	4" Concrete Sidewalk	875	SqFt	\$10	\$8,750	875	\$8,750														\$8,750
10	6" Gravel Surfacing	264	Tons	\$25	\$6,600		\$6,600														\$6,600
11	Base Course (depth varies)	150	Tons	\$25	\$3,750		\$3,750														\$3,750
12	Asphalt Paving, Class G, Type 1, PG 58-28	50	Tons	\$110	\$5,500		\$5,500														\$5,500
13	12" PVC Water Piping	154	L.S.	\$120	\$18,480	154	\$18,480														\$18,480
14	12" PVC Sewer Piping	30	L.S.	\$132	\$3,960	30	\$3,960														\$3,960
15	8" PVC Water Piping	130	L.F.	\$85	\$11,050	130	\$11,050														\$11,050
16	12" Ductile Iron (Below Grade)	120	L.F.	\$200	\$24,000	120	\$24,000														\$24,000
17	8" Ductile Iron (Below Grade)	35	L.F.	\$190	\$6,650	35	\$6,650														\$6,650
18	4" Sewer Service Piping and Connection to Main	25	L.F.	\$180	\$4,500	25	\$4,500														\$4,500
19	Concrete Manhole and Casting	1	L.S.	\$4,200	\$4,200	1	\$4,200														\$4,200
20	8" D.I. Wye w/ Cap	1	Each	\$3,200	\$3,200	1	\$3,200														\$3,200
21	12" D.I. Wye w/ Cap	2	Each	\$3,750	\$7,500	2	\$7,500														\$7,500
22	8" Gate Valve w/ Box	1	Each	\$3,650	\$3,650	1	\$3,650														\$3,650
23	12" Gate Valve w/ Box	2	Each	\$6,500	\$13,000	2	\$13,000														\$13,000
24	Connect to Existing 12" Raw Water	1	L.S.	\$7,000	\$7,000	1	\$7,000														\$7,000
25	Connect to Existing 8" Backwash Supply	1	L.S.	\$6,000	\$6,000	1	\$6,000														\$6,000
26	Connect to Existing 12" Potable Water	1	L.S.	\$7,000	\$7,000	1	\$7,000														\$7,000
27	Connect to Existing Sewermain and Services Complete	1	L.S.	\$2,500	\$2,500	1	\$2,500														\$2,500
28	10" Saddle w/ 1-1/2" Corporation Stop	1	Each	\$1,000	\$1,000	1	\$1,000														\$1,000
29	1-1/2" Curb stop w/ Box	1	Each	\$1,000	\$1,000	1	\$1,000														\$1,000
30	1-1/2" PE Water Service Pipe	1	L.S.	\$8,500	\$8,500	1	\$8,500														\$8,500
31	6" Storm Sewer	132	FT	\$65	\$8,580	132	\$8,580														\$8,580
32	Storm Sewer Gutter Connection/Cleanout	2	Each	\$750	\$1,500	2	\$1,500														\$1,500
33	Storm Sewer/Underdrain Outlet Structure	2	Each	\$750	\$1,500	2	\$1,500														\$1,500
34	4" PVC Sch 40 Underdrain w/ Sock	336	L.F.	\$35	\$11,760	336	\$11,760														\$11,760

**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract):		Sisleton Drinking Water Treatment Facility										Application Number: Pay app 11	
Application Period:		Pay Application 11										Application Date: 10/6/2023	
Bid Item No.	Item Description	Contract Information			B			C	D	E	F		
		Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date				Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)
35	4" PVC Underdrain Cleanouts and Fittings	3	Each	\$400	\$1,200	3	\$1,200	100%	\$1,200		\$1,200	100%	
36	Interior Raw, Backwash, Filtered, Potable Piping, Valves and Appurtenances	1	L.S.	\$175,000	\$175,000	1	\$175,000	100%	\$175,000		\$175,000	100%	
37	Gas Chlorine Chemical Feed System, Complete Allowance	1	L.S.	\$44,500	\$44,500	0.95	\$42,275	95%	\$42,275		\$42,275	95%	\$2,225
38	Potassium Permanganate Chemical Feed System, Complete, Allowance	1	L.S.	\$27,700	\$27,700	0.95	\$26,315	95%	\$26,315		\$26,315	95%	\$1,385
39	Fluoride Chemical Feed System, Complete, Allowance	1	L.S.	\$32,200	\$32,200	0.95	\$30,590	95%	\$30,590		\$30,590	95%	\$1,610
40	700 GPM Packaged Gravity Filter, Complete	1	L.S.	\$1,010,500	\$1,010,500	100%	\$1,010,500	100%	\$1,010,500		\$1,010,500	100%	
41	8" Magnetic Flow Meter	1	L.S.	\$6,500	\$6,500	1	\$6,500	100%	\$6,500		\$6,500	100%	
42	6" Magnetic Flow Meter	1	L.S.	\$5,500	\$5,500	1	\$5,500	100%	\$5,500		\$5,500	100%	
43	3" Pressure Relief Valves, Remove and Replace Existing in Booster Station	2	Each	\$4,250	\$8,500	2	\$8,500	100%	\$8,500		\$8,500	100%	
44	Pre-Cast Building, Complete	1	L.S.	\$1,469,759	\$1,469,759	95%	\$1,396,271	95%	\$1,396,271		\$1,396,271	95%	\$73,488
45	Electrical and Controls, Complete	1	L.S.	\$500,000	\$500,000	75%	\$375,000	75%	\$375,000		\$375,000	75%	\$125,000
46	Interior Domestic Plumbing, Complete	1	L.S.	\$145,000	\$145,000	75%	\$108,750	75%	\$108,750		\$108,750	75%	\$36,250
47	Heating, Ventilation, Air Conditioning, Complete	1	L.S.	\$100,000	\$100,000	75%	\$75,000	75%	\$75,000		\$75,000	75%	\$25,000
	Subtotal of All Base Bid Unit Price & Lump sum Bid Items				\$3,994,250								\$3,994,250
A1-1	Mobilization	1	L.S.	\$7,500	\$7,500								\$7,500
A1-2	Existing Water Plant Demolition	1	L.S.	\$65,975	\$65,975								\$65,975
A1-3	Existing Water Plant Improvements	1	L.S.	\$63,030	\$63,030								\$63,030
	Alternate Bid 1 Total				\$136,505								\$136,505
	CO1	1	L.S.	\$56,991	\$56,991	100%	\$56,991	100%	\$56,991		\$56,991	100%	
	<b>Totals</b>				\$4,187,746		\$3,672,379		\$3,672,379		\$3,729,370	89%	\$458,376

Date of Issuance: September 11, 2023 Effective Date: September 11, 2023

<b>Project:</b> Sisseton Water Treatment Plant	<b>Owner:</b> City of Sisseton	<b>Owner's Contract Number:</b>
<b>Contract:</b> Base Bid and Alternate	<b>Date of Contract:</b> April 11, 2022	
<b>Contractor:</b> Stanek Constructors, Inc.	<b>Engineer's Project No.:</b> A-6501	

**The Contract Documents are modified as follows upon execution of this Change Order:**

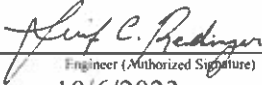
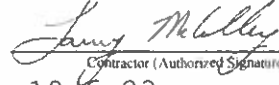
**Description:**

Construction Change Order #2 is a request made for compensation for additional costs incurred due to winter work and additional time due to delays in starting the project. The delay in starting the project was due to the removal and relocation of the existing power. The Contractors request is summarized in the attached letter. At this time the recommendation is that no additional costs are eligible due to the means and methods of the contractor to complete the contracted work. However, additional time is warranted due to the late start and is recommended for approval as noted in the change in contract times below.

**Attachments (list documents supporting change):**

Itemized Summary Page 2.

Change to CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price	\$4,130,755.00	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days	
[Increase] [Decrease] from previously approved Change Orders No. <u>  </u> to No. <u>  </u> :	\$0.00	Substantial Completion Base Bid (date):	July 1, 2023
Contract Price prior to this Change Order:	\$4,130,755.00	Final Completion Base Bid (date):	August 1, 2023
[Increase] [ <del>Decrease</del> ] of this Change Order:	\$0.00	[Increase] [Decrease] of this Change Order:	
Contract Price incorporating this Change Order:	\$4,130,755.00	Substantial Completion Base Bid (days):	154
		Final Completion Base Bid (days):	154
		Contract Times with all approved Change Orders:	
		Substantial Completion Base Bid (date):	December 1, 2023
		Final Completion Base Bid (date):	January 1, 2024

<b>Recommended:</b>	<b>Accepted:</b>	<b>Accepted:</b>
By: <u></u> Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u></u> Contractor (Authorized Signature)
Date: <u>10/6/2023</u>	Date: _____	Date: <u>10-6-23</u>
Approved by Funding Agency	NA	Date: NA

Change Order No. 2  
 Owner: City of Sisseton  
 Base Bid and Alternate  
 A-6501

Issue Date: September 11, 2023  
 Contractor: Stanek Constructors, Inc.

Item #	Description	Quantity to Date	Unit	(+) QTY	(-) QTY	Unit Price	Price Change	New Quantity
		0.0					\$0.00	0.00
		0.0					\$0.00	0.00
		0.0					\$0.00	0.00
<b>TOTAL CHANGE ORDER #1</b>							<b>\$0.00</b>	







651 Corporate Circle  
Suite 108  
Golden, CO 80401  
303-980-8233  
[rlwest.org](http://rlwest.org)

GOLDEN | WATERTOWN | FARGO

June 7, 2023

Helms & Associates  
416 Production Street North  
PO Box 111  
Aberdeen, SD 57401

ATTN: Leif Redinger

RE: Sisseton WTP Project Delay Impact

Leif,

Thank you for meeting onsite with Neil Thompson, Dean Marske (HKG Architects) and me on Thursday May 25, 2023, to discuss the status of the Sisseton WTP project.

Some of the major items We discussed onsite were:

1. Project 3-week look-ahead schedule
2. Project overall construction schedule
3. Winter construction impact and costs associated with construction delay
4. Potential effects of pausing construction work in Fall '22 and resuming in Spring '23

Regarding our 3-week schedule and overall construction schedule, we reviewed the latest project schedule dated 5-24-23 showing the current estimated Substantial Completion date of November 11, 2023. Major drivers to this adjusted date are delayed re-alignment of project site power line, Blower equipment delivery and Door/Door Frame/ Door hardware deliveries. This calculates an approximate 20-week deviation from the original substantial completion date.

As discussed onsite at our 5/25/23 mtg, Rice Lake West anticipated starting construction immediately upon receipt of Notice to Proceed (5/24/22). At that time, the Ottertail Power electrical line that crosses the building site was to be moved within a few days. The Ottertail Power electrical line was not moved until October 12, 2022, an approximate delay of 20 weeks. There were several communications between Rice Lake West and Helms requesting power line relocation. This is an unfortunate delay not attributable to the Contractor, Rice Lake West.

We also discussed onsite at our 5/25/23 mtg about the potential impacts had Rice Lake West not proceeded to work through the winter conditions. We discussed that given the current subcontractor and supplier environment regarding charging escalation fees, we have seen escalation charges exceeding 10% and up to 20% on several current projects. The cost to halt the project entirely and re-mobilize in Spring '23 would likely have cost the City of Sisseton additionally between 10% and 20% of the original construction costs. In hindsight, the optimal solution was to continue construction and aggressively pursue a Substantial Completion date as close to original date as possible.

After many discussions onsite between Helms and Rice Lake West in the Fall of '22, construction work was not halted. Rice Lake West diligently pursued construction during a severe winter. This caused us to incur many unforeseen costs to complete this project. We had to rent Ground Thaw equipment to thaw and maintain adequate soil and concrete curing temperatures. We maintained this Ground Thaw equipment with many manhours of set-up and take-down of system. Fuel costs to keep these Ground Thaw units burning were substantial. Winter also substantially negatively affected our earthmoving efforts. We were required to rent additional pieces of equipment to move dirt, and durations of our earthmoving activities were extended as well. As you can see from the cost breakdown below, we are only requesting reimbursement for equipment costs exceeding timeframes we originally estimated to utilize equipment. This results in essentially additional earthmoving equipment costs from Nov. – May.

Below are details of project cost impacts due to not anticipating working through winter conditions at bid time.

**Winter Delay Cost Impacts:**

- Winter Delay Ground Thaw Equipment Rental Costs
  - \$56,268.50
- Winter Delay Ground Thaw Equipment Fuel Costs
  - \$26,872
- Winter Conditions Ground Thaw Equipment Labor Costs
  - \$32,251
- Winter Delay Earthmoving Equipment Costs (only showing costs incurred Nov. – May)
  - RLW Owned Equipment \$6,900
  - Outside Rental Equipment \$117,404.67
- Winter earthmoving labor costs \$47,685.86

**Total Cost Impact of Construction Delay**

- \$287,382

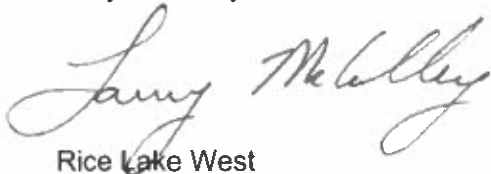
We request the following Contract Adjustments:

- Contract Time Adjustment
  - Original Substantial Completion Date
    - 7/1/23
    - Proposed Substantial completion Date
      - 12/1/23 (22-week Adjustment)
  - Original Final Completion Date
    - 8/1/23
    - Proposed Final Completion Date
      - 1/1/24
- Contract Cost Adjustment
  - Construction Delay Cost Impact
    - \$287,382

As we discussed onsite, this is an unfortunate circumstance that we are not attempting to profit from. As such, we are not proposing to charge a Contractor Fee on top of already incurred costs of this work, even though our Construction Agreement with the City of Sisseton allows us to request a 15% contractor fee. We sincerely wish to cover additional incurred costs and provide the City of Sisseton with a high-quality project completed as quickly and safely as possible.

Sincerely,

Larry McCulley



Rice Lake West

Cc: HKG Architects, File

# Health Pool of South Dakota

A risk-sharing pool created, sponsored, and endorsed by the South Dakota Municipal League



October 1, 2023

Amber Kemnitz  
City of Sisseton  
406 2nd Ave. W  
Sisseton SD 57262

Dear Ms. Kemnitz:

Thank you for your continued support of the Health Pool of SD as we complete our 28<sup>th</sup> year of successfully sharing risk.

The pool saw two consecutive years without a rate increase in 2018 and 2019 and favorable increases of only 3 to 5 percent for 2020-2022. In calendar year 2023 we experienced significantly higher claims than in the past. Because we share the burden of these claims amongst our members, we are able to announce a rate increase for 2024 of **8.5% overall**.

***Please complete and return the enclosed Subscription Agreement and the Confirmation of MSP Addendum by December 1. Open enrollment will be held in November 2023 for calendar year 2024.***

Member #201 City of Sisseton had a 3 year average loss ratio of 92.3% while the pool as a whole had a 3 year loss ratio of 136.7%. Individual year loss ratios for your entity are as follows:

Calendar year 2021	136.44%
Calendar year 2022	57.92%
Calendar year 2023 (through June 30)	82.67%

2024 rates for City of Sisseton Plan F will be as follows:

	2023	2024
Single	\$ 792.45	\$ 859.81
Employee +1	\$1,440.62	\$1,563.07
Employee + Children	\$1,614.10	\$1,751.30
Family	\$1,853.09	\$2,010.60

If you have any questions regarding the renewal packet, or would like pricing for an alternate plan design, please email me at [lisa@sdmunicipalleague.org](mailto:lisa@sdmunicipalleague.org)

Best Regards,

The Health Pool of South Dakota  
Lisa Nold, Director of Risk Sharing Services  
[www.healthpoolsd.org](http://www.healthpoolsd.org)



# Health Pool of South Dakota

## EMPLOYER'S SUBSCRIPTION AGREEMENT THE HEALTH POOL OF SOUTH DAKOTA

Requested Effective Date January 1, 2024

City of Sisseton	HP201	46-6000460
<b>Employer Name</b>	<b>Member Number</b>	<b>Federal ID #</b>
406 2nd Ave. W	Sisseton	SD 57262
<b>Street Address</b>	<b>Mailing Address</b>	<b>City State Zip Code</b>
<u>Amber Kemnitz</u>	605-698-3391	605-698-3271
<b>Contact Person</b>	<b>Telephone Number</b>	<b>Fax Number</b>

Please Select (X) Plan Below	Plan	Deductible Single/Family	Coinsurance In-Network	Coinsurance Out of Network	Out of Pocket Maximums (In Network)	RX Plan
	A	\$500/\$1,000	80/20	60/40	\$1,500/\$3,000	Coinsurance
	C	\$1,000/\$2,000	80/20	60/40	\$2,000/\$4,000	Coinsurance
	E	\$2,500/\$5,000	80/20	60/40	\$4,000/\$8,000	Coinsurance
<b>Plans A-C-E. After satisfying the deductible, the 30% RX coinsurance applies</b>						
	B	\$500/\$1,000	80/20	60/40	\$2,000/\$4,000	Co-pay
	D	\$1,000/\$2,000	80/20	60/40	\$2,500/\$5,000	Co-pay
	F	\$2,500/\$5,000	80/20	60/40	\$4,000/\$8,000	Co-pay
<b>Plans B-D-F. RX Co-pays are \$10 (generic), \$30 (preferred brands) and \$50 (non-preferred)</b>						
	HSA G	\$3,000/\$6,000	0%	30%	\$3,000/\$6,000	Ded Applies

**Waiting Period for New Employees** 30 days (number of days / months)

Coverage is effective the first day of the month following the designated days or months indicated above. Waiting periods cannot exceed 90 days therefore coverage is effective on the first day following 90 days.

**Full Time Active Status Requirement** 20 hours per week.

**Termination of Employee Coverage is effective on the last day of month in which employee terminates employment.**

<b>Required Coverage:</b>	Medical
<b>Optional Coverage:</b>	Employee Life \$
	Dependent Life \$ 0

I hereby confirm that the preceding information is accurate to the best of my knowledge and belief. It is understood and agreed that the Health Pool of SD does not assume the employer's responsibilities for compliance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

I hereby agree to the benefits as outlined in the medical plan for the *Health Pool of South Dakota* to include the conditions set forth in this subscription agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**Subscriber's Signature** \_\_\_\_\_ **Title** \_\_\_\_\_

**Resolution 2023-9**

WHEREAS, SDCL 9-21-14.1 allows the accumulation of funds for a period of longer than one (1) year for specific capital outlay purposes otherwise authorized by law and WHEREAS, the City of Sisseton has several projects requiring capital outlay which are too large to fund from one (1) year's budget

NOW THEREFORE BE IT RESOLVED that the City of Sisseton accumulates funds pursuant to SDCL 9-21-14.1 for the following projects.

From the 2023 Appropriation Ordinance:

Street Dept Equipment	\$30,000.00
Police Dept Equipment	\$30,000.00
Fire Dept Equipment	\$30,000.00

Dated at Sisseton, South Dakota this 10<sup>th</sup> day of October 2023.

THE CITY OF SISSETON

BY \_\_\_\_\_  
Terry Jaspers, Mayor

ATTEST:

\_\_\_\_\_  
Amber Kemnitz, Finance Officer

**Resolution 2023-10**

BE IT RESOLVED, that \$100,000.00 shall be transferred from the Liquor Fund to the General Fund as provided in the 2023 Appropriation Ordinance.

Dated at Sisseton, South Dakota this 10<sup>th</sup> day of October 2023.

THE CITY OF SISSETON

BY \_\_\_\_\_  
Terry Jaspers, Mayor

ATTEST:

\_\_\_\_\_  
Amber Kemnitz, Finance Officer



**13.08.230 - Only licensed plumbers allowed. (EXISTING ORDINANCE TO REPEAL AND INCORPORATE INTO SECTION 13.04.020)**

No person except the water commissioner, a regularly licensed plumber, or his or her employee shall be permitted to do any work on any pipes or connections made with the mains of or in any way connected with the water supply of the city, and no plumber shall directly or indirectly allow any other person to do any work on the appliances under his or her license. All such plumbers shall be governed by all the rules and regulations of this chapter, the National Plumbing Code, and South Dakota statutes.

**13.04.020 - User responsible for operation and maintenance of water and sewer lines. (EXISTING ORDINANCE TO AMEND TO INCORPORATE 13.08.230 TO INCLUDE SEWER REPAIR)**

The city shall be responsible for the maintenance and proper operation of the water and sewer mains only. Any other water or sewer line including the corporation valves attached to the mains shall be the exclusive responsibility of the property owner. In the event that a property owner must excavate to repair a line, it shall be his or her responsibility to fill in such excavation to the satisfaction of the city. It shall be the responsibility of the city to replace the pavement displaced by such excavation.

**13.04.020 - User responsible for operation and maintenance of water and sewer lines. (CHANGES TO INCORPORATE 13.08.230 – NEW ORDINANCE 692)**

The city shall be responsible for the maintenance and proper operation of the water and sewer mains only. Any other water or sewer line including the corporation valves attached to the mains shall be the exclusive responsibility of the property owner.

No person except the water/sewer commissioner superintendent or his/her designee, a ~~regularly licensed plumber,~~ contractor licensed through the SD Plumbing Commission, or his or her employee shall be permitted to do any work on any pipes or connections made with the mains of or in any way connected with the water or sewer system supply of the city, and no ~~contractor plumber~~ shall directly or indirectly allow any other person to do any work on the appliances under his or her license. All such ~~contractors plumbers~~ shall be governed by all the rules and regulations of this chapter, the National Plumbing Code, and South Dakota statutes.

In the event that a property owner must excavate to repair a line, a permit must first be obtained by the city in accordance with chapter 12.20 of the municipal code. It shall be his or her ~~the~~ responsibility of the property owner to fill in such excavation to the satisfaction of the city. ~~It shall be the responsibility of the city to replace the pavement displaced by such excavation.~~ The city shall replace the pavement displaced by such excavation and will charge the contractor a fee in accordance with chapter 12.20 section 12.20.060.

# South Dakota Plumbing Commission

## Licensing Requirements

Licensing requirements are detailed below for each of the following occupations.

Plumbing

Sewer and Water

Appliance

Water Conditioning

Mobile Home

Underground Irrigation

### Plumbing Contractor/Journeyman Plumber/Apprentice

To apply for the plumbing contractor's license, you must:

- Have six years experience as a plumbing contractor, plumber, or plumber's apprentice with at least two of those years as a plumbing contractor or plumber.
- Have spent at least 1,900 hours per year during these six years as a plumbing contractor, plumber or plumber's apprentice.
- Fill out the plumbing application (Adobe PDF format) and pay an examination and license fee of \$375.

To apply for the journeyman plumber's license, you must:

- Have four years experience as an apprentice plumber.
- Have spent at least 1,900 hours per year during these four years as an apprentice. Credit for military plumbing is given at the rate of one year credit for each two years in the military up to a maximum of five years of credit.
- Fill out the plumbing application (Adobe PDF format) and pay an examination and license fee of \$205.

To apply for a plumber apprentice's license, you must:

- Fill out the plumbing application (Adobe PDF format) showing the plumber under which you are working.

The application shall be accompanied with a fee of \$10. Apprentice plumbers who have had two years (3,800 hours) experience in learning and assisting in the installation, alteration and repair of plumbing under a plumbing contractor may work without supervision during their third year and fourth year, only on single family dwellings and only upon satisfactorily passing a state-administered examination.

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### Sewer and Water Contractor/Installer/Apprentice

To apply for a sewer and water contractor's license, you must:

- Have one year of experience as a sewer and water installer.
- Fill out an application (Adobe PDF format) form and pay an examination and license fee of \$335.

To apply for a sewer and water installer's license, you must:

- Have two years experience as a sewer and water apprentice.
- Fill out an application (Adobe PDF format) form and pay an examination and license fee of \$165.

To apply for a sewer and water apprentice's license, you must:

- Fill out an application (Adobe PDF format) showing the sewer and water installer under which you are working. The application shall be accompanied with a fee of \$10.

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### Appliance Contractor/Installer/Apprentice

To apply for an appliance contractor's license, you must:

- Have one year of experience as an appliance installer.
- Fill out an application (Adobe PDF format) form and pay an examination and license fee of \$260.

To apply for an appliance installer's license, you must:

- Have two years experience as an appliance apprentice.
- Fill out an application (Adobe PDF format) form and pay an examination and license fee of \$165.

To apply for an appliance apprentice's license, you must:

- Fill out an application (Adobe PDF format) showing the appliance installer under which you are working. The application shall be accompanied with a fee of \$10.

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## Water Conditioning Contractor/Installer/Apprentice

To apply for a water conditioning contractor's license, you must:

- Have one year experience as a water conditioning installer.
- Fill out an application (Adobe PDF format) form and pay an examination and license fee of \$260.

To apply for a water conditioning installer's license, you must:

- Have two years experience as a water conditioning apprentice.
- Fill out an application (Adobe PDF format) and pay an examination and license fee of \$165.

To apply for a water conditioning apprentice's license, you must:

- Fill out an application (Adobe PDF format) showing the water conditioning installer under which you are working. The application shall be accompanied with a fee of \$10.

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## Mobile Home Contractor/Installer/Apprentice

To apply for a mobile home contractor's license, you must:

- Have one year experience as a mobile home installer.
- Fill out an application (Adobe PDF format) form and pay an examination and license fee of \$260.

To apply for a mobile home installer's license, you must:

- Have two years experience as a mobile home apprentice.
- Fill out an application (Adobe PDF format) form and pay an examination and license fee of \$165.

To apply for a mobile home apprentice's license, you must:

- Fill out an application (Adobe PDF format) showing the mobile home installer under which you are working. The application shall be accompanied with a fee of \$10.

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## Underground Irrigation Contractor/Installer/Apprentice

To apply for an underground irrigation contractor's license, you must:

- Have one year experience as an underground irrigation installer.
- Fill out an application (Adobe PDF format) form and pay an examination and license fee of \$260.

To apply for an underground irrigation installer's license, you must:

- Have two years experience as an underground irrigation apprentice.
- Fill out an application (Adobe PDF format) form and pay an examination and license fee of \$165.

To apply for an underground irrigation apprentice's license, you must:

- Fill out an application (Adobe PDF format) showing the underground irrigation installer under which you are working. The application shall be accompanied with a fee of \$10.

**Ordinance 691**

Amending Chapter 13.08 Section 13.08.230 – Only licensed plumbers allowed.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SISSETON, ROBERTS COUNTY, SOUTH DAKOTA, that Chapter 13.08: Section 13.08.230 – Only licensed plumbers allowed is hereby repealed in its entirety.

This ordinance shall take effect and be in full force from and after twenty days after the date of publication, after final passage and adoption.

Passed the first reading by the City Council on this 10<sup>th</sup> day of October, 2023.

Passed the second and final reading and adopted by the City Council on this \_\_\_\_ day of November, 2023.

\_\_\_\_\_  
Terry Jaspers, Mayor

ATTEST:

\_\_\_\_\_  
Amber Kemnitz, City Finance Officer

**Ordinance 692**

Amending Chapter 13.04 Section 13.04.020 – User responsible for operation and maintenance of water and sewer lines.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SISSETON, ROBERTS COUNTY, SOUTH DAKOTA, that Chapter 13.04: Section 13.04.020 – User responsible for operation and maintenance of water and sewer lines be amended as follows:

The city shall be responsible for the maintenance and proper operation of the water and sewer mains only. Any other water or sewer line including the corporation valves attached to the mains shall be the exclusive responsibility of the property owner.

No person except the water/sewer superintendent or his/her designee, a contractor licensed through the SD Plumbing Commission, or his/her employee shall be permitted to do any work on any pipes or connections made with the mains of or in any way connected with the water or sewer system of the city, and no contractor shall directly or indirectly allow any other person to do any work on the appliances under his or her license. All such contractors shall be governed by all the rules and regulations of this chapter, the National Plumbing Code, and South Dakota Statutes.

In the event that a property owner must excavate to repair a line, a permit must first be obtained by the city in accordance with chapter 12.20 of the municipal code. It shall be the responsibility of the property owner to fill in such excavation to the satisfaction of the city. The city shall replace the pavement displaced by such excavation and will charge the contractor a fee in accordance with chapter 12.20 section 12.20.060.

This ordinance shall take effect and be in full force from and after twenty days after the date of publication, after final passage and adoption.

Passed the first reading by the City Council on this 10<sup>th</sup> day of October, 2023.

Passed the second and final reading and adopted by the City Council on this \_\_\_\_ day of November, 2023.

---

Terry Jaspers, Mayor

ATTEST:

---

Amber Kemnitz, City Finance Officer

- **Chapter 12.20 - EXCAVATIONS**

- **12.20.010 - Permit required.**

No person shall make or cause to be made any excavation in or under any street, parking area, sidewalk, alley, or public ground, or remove any earth, soil, paving, gravel, or material therefrom without having first obtained a permit therefore as hereinafter provided.

- **12.20.020 - Application.**

Application for such permit shall be made to the finance officer. ~~Such application shall be accompanied by a fee of an amount set by the city council and on file at the office of the finance officer, which amount shall be considered compensation to the city for the granting of such permit and the necessary investigation prior thereto.~~ Before any such permit is issued, the person requiring the same shall state in this application therefor where such excavation is to be made, the extent thereof, in front of what lot or lots, and for what purpose the excavation is to be made.

- **12.20.030 - Supervision of excavations.**

The chief of police **Water/Sewer Superintendent or his/her designee or the Street Superintendent or his/her designee** shall supervise all excavations made for any purpose in the streets, alleys, or public ground and he or she shall require that all excavations be backfilled in the manner specified.

- **12.20.040 - Guarding excavations.**

Any person receiving a permit to make excavations in or upon any street, alley, sidewalk, or public ground shall during the progress and continuance of the work, erect and maintain around the same both by day and night suitable guards, fences, flares, and signals so as to prevent injury to persons, animals, or vehicles on account of such excavations. Such flares shall be kept lighted from sundown until sunrise.

- **12.20.050 - Refilling excavations.**

A. Any person making such excavation shall when the excavation is completed, promptly and without delay, refill the same as herein provided.

B. In refilling any excavation the earth shall be thoroughly settled as the refilling progresses by using water to compact the earth; the earth shall be thoroughly tamped in successive layers of approximately six inches, in such a manner that all the earth shall be replaced in the excavation leaving the surface in its original condition.

C. In making connection to fire hydrants for flushing excavations, all rules and regulations relating thereto shall be observed.

D. In all cases where excavations are made in the paved district the earth shall be replaced in the manner above specified, and the pavement shall be replaced by the city.

- **12.20.060 - Cutting pavements.**

Where it is necessary to cut the street pavement in making any street excavation, there shall be deposited with the finance officer before permit is issued, an amount determined by multiplying the number of square yards of pavement to be removed by the per square yard charge of an amount set by the city council and on file at the office of the finance officer. The deposit shall be credited to the permanent street fund and be used in replacing the pavements.

- **12.20.070 - Excavations near streets.**

It is unlawful for any person, owner, or occupant of any lot to make or cause to be made any excavation on the lot adjacent to any street, alley, public ground, or traveled road, or roadway, except the same be securely guarded so as to prevent the injury of any person or animal passing upon or along the same.

- **12.20.080 - Operating in sidewalks.**

It is unlawful to make, cause to be made, or maintain any opening in any sidewalk for the purpose of providing light for a basement or cellar or for ventilating the same, unless such opening shall be guarded with a substantial railing of iron not less than three feet high, or with a substantial iron grating or other strong substantial cover, the grates of which shall be not more than one inch apart. No railing or grate shall occupy more than two feet of the sidewalk, measuring from the inner side thereof.

- **12.20.090 - Excavations under sidewalks.**

Any person having or erecting any building abutting upon any street, avenue, or alley in the city, may excavate under the sidewalk to the curb for the purpose of constructing a cellar or basement under the sidewalk in front of or adjoining the building; provided, that the excavation shall be surrounded upon the outer side and ends thereof with a substantial wall, to be approved by the building committee, sufficient to maintain the sidewalk. The plan of the sidewalk shall be approved by the building committee; and provided further, that permission to make such excavations and to construct such sidewalk, shall be first obtained from the finance officer. The excavation shall be securely guarded by barricades at all times, and one or more lighted lanterns in the night time, so long as the same shall remain open.

**Ordinance 693**

Amending Chapter 12.20 Sections 12.20.020 – Application, and 12.20.030 – Supervision of excavations.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SISSETON, ROBERTS COUNTY, SOUTH DAKOTA, that Chapter 12.20: Sections 12.20.020 – Application and 12.20.030 Supervision of excavations be amended as follows:

12.20.020 – Application.

Application for such permit shall be made to the finance officer. Before any such permit is issued, the person requiring the same shall state in this application therefor where such excavation is to be made, the extent thereof, in front of what lot or lots, and for what purpose the excavation is to be made.

12.20.030 – Supervision of excavations.

The Water/Sewer Superintendent or his/her designee or the Street Superintendent or his/her designee shall supervise all excavations made for any purpose in the streets, alleys, or public ground and he or she shall require that all excavations be backfilled in the manner specified.

This ordinance shall take effect and be in full force from and after twenty days after the date of publication, after final passage and adoption.

Passed the first reading by the City Council on this 10<sup>th</sup> day of October, 2023.

Passed the second and final reading and adopted by the City Council on this \_\_\_\_ day of November, 2023.

\_\_\_\_\_  
Terry Jaspers, Mayor

ATTEST:

\_\_\_\_\_  
Amber Kemnitz, City Finance Officer



## Chapter 5.32 - TRANSIENT MERCHANTS

### Sections:

#### 5.32.010 - Locally-raised produce.

Persons selling farm produce raised locally shall be granted a license without any fee.

(Ord. 438 § 1, 1988)

#### 5.32.020 - Other produce.

Other than as described in Section 5.32.010, persons selling farm produce shall pay a license fee of five dollars per year.

(Ord. 438 § 2, 1988)

#### 5.32.030 - Home businesses.

Persons selling merchandise, insurance, investments, goods or wares from their homes as their principal places of business shall, if their homes are located within thirty (30) miles of the city limits, be granted licenses without fee.

(Ord. 438 § 3, 1988)

#### 5.32.040 - Other businesses.

Persons selling any and all merchandise, insurance, investments, goods or wares not covered by Sections 5.32.010—5.32.030 shall be subject to a license fee of fifty dollars (\$50.00) per year.

(Ord. 438 § 4, 1988)

#### 5.32.050 - Duration of license.

Licenses shall run from January 1 to December 31 and the fee shall not be pro-rated for any part of a year, but shall be due and payable in full.

(Ord. 438 § 5, 1988)

#### 5.32.060 - Violation—Penalty.

- A. Operating without a license shall be a class 2 misdemeanor punishable by a maximum of a one hundred dollar (\$100.00) fine.
- B. Each day that a person operates without a license as hereinbefore set forth constitutes a separate violation.

(Ord. 438 §§ 6, 7, 1988)