

**CITY OF SISSETON**  
**February 10, 2020 AGENDA**  
Sisseton City Hall – 6:30 p.m.

**Agenda:**

1. Call to Order
2. Adopt Agenda
3. Minutes – January 13, 2020
4. Bills Payable
5. Reports:
  - a. Liquor
  - b. Police
  - c. Street/Safety Coordinator
  - d. Water/Sewer
  - e. Building Permits
  - f. Finance
  - g. City Attorney
6. Public Comment
7. Public Hearings:
  - a. 7:00 p.m. Liquor License Applications
8. Old Business:
  - a.
9. Visitors
  - a. Chris Huber: Veterans Ave. Parking
10. Travel Approval:
  - a. 2020 SDML Annual District Meeting: March 17, 2020 Roslyn, SD
  - b. SD Police Chiefs' Association Annual Conference: April 21-23, 2020 Deadwood, SD
11. New Business:
  - a. Review Conditional Use Permit for Homeless Shelter
  - b. Police Department contract with Watertown for Server Access in conjunction with the NESD RIEM Program
  - c. Authorization to donate 1998 Ford F800 Fire Truck to Roberts County
  - d. Authorization for Operating Agreement Establishments to apply for Special Event License with RC to operate at 4-H Facility in 2020
12. Ordinances and Resolutions:
  - a.
13. Information and Discussion Items
  - a. 2018 Audit
14. Mayor/Council Member Reports
15. Executive Session: SDCL 1-25-2 (3) Legal
16. Adjourn

*The meeting is open to the public and interested persons are encouraged to attend. The TDD number is 1-800-877-1113. Disabled individuals wishing assistance should contact the City Finance Officer for information and/or special assistance – the request should be made at least 24 hours in advance of the meeting.*

The City Council for the City of Sisseton met in regular session on Monday, January 13, 2020 at 6:30 p.m.

Members present were Mayor Terry Jaspers, Aldermen Brooks, German, Just, Solberg, Stapleton and Wegleitner.

Others Present: Erin Cameron, Amber Kemnitz, Ellen Lekness, Jim Croymans, Myron Doud, Gary Spencer, Kevin Deutsch, Jeff Pageler, Dallas Dobbins, Linda Naab, Tony Valnes

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

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

**Minutes:** German moved and Stapleton seconded to approve the December 9 & 30, 2019 minutes. All voted aye.

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

Liquor: Lekness presented the December 2019 liquor report.

Police: Croymans reported on police department.

**Patrol Vehicle:** Brooks moved and Solberg seconded to authorize purchase of a 2020 Ford SUV from the SD State bid for \$34,262.00. All voted aye.

**Travel:** Stapleton moved and Solberg seconded to authorize travel expense for Police Chief or Roberts County Sheriff to attend body worn camera training in Arlington, VA as part of the U.S. Department of Justice Grant. All voted aye.

Street/Safety: Doud reported for street department.

Water/Sewer: Spencer reported for the water and sewer department.

City Attorney: Erin Cameron reported on property owner concerns with drainage onto property from adjoining property sump pumps. Spencer reported that sump pumps are no longer pumping onto ground so issue should be resolved.

**Building Permits:** German moved and Just seconded to approve the following building permits: 2020-2 Pride Neon Signs. All voted aye.

**Finance Report:** Stapleton moved and Wegleitner seconded to approve the December 2019 finance report. All voted aye.

Public Comment: Fire Chief Pageler informed Council of a fire in the City dumpsters located by the City Shop. Ashes from a fireplace were placed in dumpster causing fire.

**Travel:** Brooks moved and Just seconded to approve travel for M. Schneider to attend SD Dept of Ag Applicator's Recertification Courses in Watertown, SD on February 4, 2020; and for Elected Officials to attend SDML Municipal Government Day at the Legislature in Pierre, SD on February 4-5, 2020. All voted aye.

**2020 Election:** Just moved and Brooks seconded to hold the 2020 municipal election on April 14, 2020. All voted aye.

**Concrete Drainage Channel Project Construction Contract:** Solberg moved and German seconded to authorize Mayor Jaspers to sign construction contract with Lien Transportation Co. for the Concrete Drainage Channel Project. All voted aye.

**Board of Adjustment:** Brooks moved and German seconded to enter into session as a Board of Adjustment to consider a conditional use application. All voted aye.

**Conditional Use Public Hearing:** At 7:00 p.m. a public hearing was held for a conditional use of the W 76' of Lots 11-12 in Block 41 submitted by Harvey Tiessen. The conditional use permit would allow the property to be used as a residence in a Central Commercial Zoning District. Council heard comments from Tony Valnes on behalf of the applicant Harvey Tiessen, Linda Naab representing Schiltz Foods, and Dallas Dobbins, current property owner. Just moved and Solberg seconded to approve the Conditional Use Permit 2020-1 submitted by Harvey Tiessen. Voting aye were, Brooks, Just, Stapleton, Solberg, Wegleitner, German and Jaspers. Motion carried.  
Mayor Jaspers declared the meeting back in regular session, adjourning the Board of Adjustment.

Information & Discussion: Council is invited to attend a Farmer Appreciation Dinner and Caring for Your Neighbor Event at Grace Lutheran Church in Sisseton on Tuesday, January 14, 2020 at 6:00 p.m.

**Adjourn:** Brooks moved and Solberg seconded to adjourn. All voted aye. Meeting adjourned at 7:25 p.m.

---

Amber Kemnitz, Finance Officer

**City of Sisseton  
Liquor Store Report  
January 2020**

Liquor Store Deposits	80,113.40
Less Sales Tax	-5,567.93
Gross Liquor Store Sales	74,545.47

Opening Inventory	141,768.38
Purchases	54,962.39
Total Merchandise	196,730.77
Closing Inventory	-140,589.96
Cost of merchandise for sale	56,140.81

Liquor Store Profit	18,404.66
Less Expenses	-8,809.70
<b>Net Liquor Store Profit</b>	<b>9,594.96</b>

10% tax on clubs

End Zone	600.99
Hickory St. Kitchen & Cocktails	253.50
Rosalie's	176.91
Taco's El Bajio	52.69
Doubletree Gallery	120.26
Dollar General	247.83
Freddie's Casino	0.00
Holiday	852.18
K&K	1,198.56
Stillsons	385.00
<b>Total</b>	<b>3,887.92</b>

Other Expenses

Salaries	5,014.69
FICA	383.63
Retirement	339.27
Work Comp	786.00
Group Insurance	809.16
Unemployment Insurance	0.00
Insurance/Prof Services	0.00
Publishing	0.00
Repair	0.00
Supplies	1,264.44
Equipment	0.00
Utilities	212.51
Total Expense	8,809.70

Breakdown - Liquor Store Deposits

Beer	34,074.34
Whiskey	33,148.97
Wine	4,009.92
Pop/Miscellaneous	1,738.76
Tobacco	1,666.55
Ice	54.94
<b>Total</b>	<b>74,693.48</b>

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

**13,482.88**



**CITY OF SISSETON - FINANCE REPORT****January 2020**

Balance last report		13,075,696.64
Receipts this month		
Property Tax	14,021.14	
Sales Tax	125,264.19	
Amusement Tax	0.00	
Building Permits	50.00	
Peddler/Pawnshop License	100.00	
Dog License	8.00	
Liquor/Malt Bev. License	0.00	
Video Lottery License	2,250.00	
State/Federal Grants	13,035.57	
State/County Shared Revenue	4,340.78	
Bank Franchise	0.00	
Motor Vehicle License	1,073.70	
Local Hwy/Bridge Fund	13,225.92	
Sisseton Housing Pmt in Lieu of Taxes	0.00	
Accident Reports/Bike licenses	12.00	
Sales/Excise Tax	0.00	
Fire Dept Fees	0.00	
Hwy & Street	128.00	
Library/Recreation Fees	0.00	
Av Gas sales	0.00	
Fines	166.25	
Interest	11,291.52	
Rentals	2,489.90	
Rubble Site Charges	0.00	
Cable TV Franchise	5,485.85	
Contributions and Donations	0.00	
Miscellaneous (Includes pmt for SRO)	4,444.44	
Sale of Fixed Assets	0.00	
Compensation for loss-insurance proceeds	0.00	
Third Cent Sales Tax	6,050.61	
Liquor Sales	74,545.47	
Sales Tax	5,567.93	
Operating Agreements	109.75	
10% Beverage Mark Up	3,947.98	
Utility receipts	111,571.15	
Bulk Water	19.08	
Sale of Water Supplies	1,348.25	
Sales Tax	16.15	
Sewer - Land Rent	0.00	
Other Solid Waste Revenue	0.00	
Total Receipts		400,563.63
<u>Total Expense</u>		<u>305,708.81</u>
<b>Cash Balance End of Month</b>		<b>13,170,551.46</b>

Respectfully Submitted by Amber Kemnitz, Finance Officer

## Revenue - January 2020

	<u>Anticipated</u>	<u>YTD Revenue</u>	<u>Balance</u>
<b>General Fund</b>			
Property Tax	775,000.00	0.00	775,000.00
Sales Tax	1,000,000.00	0.00	1,000,000.00
Amusement Tax	300.00	0.00	300.00
Taxi License	0.00	0.00	0.00
Building Permits	1,200.00	50.00	1,150.00
Pawnshop License	200.00	100.00	100.00
Peddler License	100.00	0.00	100.00
Dog License	350.00	8.00	342.00
Liquor & Malt Beverage License	6,000.00	0.00	6,000.00
Video Lottery Fees	2,550.00	2,250.00	300.00
Federal Grants	0.00	0.00	0.00
State Grants	0.00	0.00	0.00
Bank Franchise Fee	13,000.00	0.00	13,000.00
Liquor Tax Reversion	15,000.00	0.00	15,000.00
Motor Vehicle License	30,000.00	0.00	30,000.00
Local Hwy/Bridge Fund	65,000.00	0.00	65,000.00
Other State Share Revenue	0.00	0.00	0.00
Payment in Lieu of Tax	20,000.00	0.00	20,000.00
County Road Tax	2,200.00	0.00	2,200.00
Accident Reports	150.00	12.00	138.00
Fire Dept Townships	24,000.00	0.00	24,000.00
BIA/SWST Fire Dept	0.00	0.00	0.00
Fire Dept Ins Co & Individual Pmts	1,000.00	0.00	1,000.00
Hwy & Street	200.00	128.00	72.00
Recreation	10,000.00	0.00	10,000.00
Library Card Fees	750.00	0.00	750.00
AV Gas (Airport)	10,000.00	0.00	10,000.00
Fines	150.00	91.25	58.75
Dog Keeping	100.00	75.00	25.00
Interest	60,000.00	11,291.52	48,708.48
Rentals	30,000.00	1,889.90	28,110.10
Rubble Site Charge	0.00	0.00	0.00
Private Donations	0.00	0.00	0.00
Cable TV Franchise Fee	20,000.00	0.00	20,000.00
Other Miscellaneous Revenue	75,000.00	4,444.44	70,555.56
Dividend Income	0.00	0.00	0.00
Sale of General Fixed Assets	0.00	0.00	0.00
Compensation for loss-ins. proceeds	0.00	0.00	0.00
<u>Operating Transfers In</u>	<u>100,000.00</u>	<u>0.00</u>	<u>100,000.00</u>
Total General Fund	2,262,250.00	20,340.11	2,241,909.89
Liquor, Lodging & Dining Sales Tax	72,500.00	0.00	72,500.00
State Grant	2,500.00	0.00	2,500.00
Interest	0.00	0.00	0.00
Liquor	1,100,000.00	74,655.22	1,025,344.78
Water	462,000.00	37,778.93	424,221.07
Sewer	421,000.00	32,949.34	388,050.66
Sanitation	298,000.00	25,098.23	272,901.77
<b>Total City Funds</b>	<b>4,618,250.00</b>	<b>190,821.83</b>	<b>4,427,428.17</b>

## Expenditures - January 2020

	<u>Appropriation</u>	<u>YTD Expense</u>	<u>Balance</u>
<b>General Fund</b>			
Legislative	50,260.00	3,217.73	47,042.27
Contingency	100,000.00	0.00	100,000.00
Executive	12,300.00	2,266.81	10,033.19
Elections	2,200.00	0.00	2,200.00
Legal	12,000.00	446.25	11,553.75
Finance Office	89,350.00	4,615.52	84,734.48
Financial Administration	46,000.00	0.00	46,000.00
General Government Building	40,000.00	647.91	39,352.09
Police	622,100.00	39,495.93	582,604.07
Fire	72,000.00	1,461.73	70,538.27
Street Department	552,900.00	7,503.31	545,396.69
Snow Removal	73,000.00	7,834.21	65,165.79
Street Lighting	49,000.00	0.00	49,000.00
Street Cleaning	9,000.00	0.00	9,000.00
Airport	172,500.00	187.52	172,312.48
Health	11,000.00	60.00	10,940.00
Recreation	67,000.00	305.00	66,695.00
Parks	30,450.00	269.00	30,181.00
Library	154,450.00	7,840.37	146,609.63
Economic Development	100,400.00	12,875.01	87,524.99
<u>Capital Outlay</u>	<u>67,500.00</u>	<u>0.00</u>	<u>67,500.00</u>
Total General Fund	2,333,410.00	89,026.30	2,244,383.70
<b>Special Revenue Fund-Promotion</b>	75,000.00	550.74	74,449.26
<b>Enterprise Funds</b>			
Liquor	1,081,750.00	15,689.15	1,066,060.85
Water	767,100.00	5,464.01	761,635.99
Sewer	153,100.00	7,340.53	145,759.47
Garbage	270,700.00	12,612.26	258,087.74
<b>Total City Funds</b>	<b>4,681,060.00</b>	<b>130,682.99</b>	<b>4,550,377.01</b>



**City of Sisseton  
Cash Fund Balance  
January 2020**

Cash by Fund

General Fund	7,372,251.42
Lodging & Dining Sales Tax Fund	148,164.30
Liquor Fund	1,215,858.41
Liquor Fund - Change	900.00
Water Fund	2,290,525.51
Water Fund - Change	200.00
Sewer Fund	1,778,025.48
<u>Garbage Fund</u>	<u>364,626.34</u>
<b>Total</b>	<b>13,170,551.46</b>

Bank Reconciliation

Checking Account First Savings Bank	1,426,898.62
FIT GCR Acct	10,076,390.32
Wells Fargo Acct #4231	599,510.81
Dacotah Bank 7/23/20	513,377.43
BankStar Financial 9/3/20	500,000.00
RCNB - Library Trust	53,274.28
<u>Change Fund</u>	<u>1,100.00</u>
<b>Cash Balance</b>	<b>13,170,551.46</b>

NOTICE OF PUBLIC HEARING  
ON APPLICATION FOR SALE OF  
MALT BEVERAGES AND WINE FOR 2020

NOTICE IS HEREBY GIVEN THAT: The City Council in and for the City of Sisseton, South Dakota on the 10<sup>th</sup> day of February, 2020, at the hour of 7:00 p.m. at City Hall in the City Council Room will meet in regular session to consider the following application for a Wine Licensee to operate within the municipality for the 2020 licensing period, which have been filed with the City Finance Officer.

Family Dollar Stores of SD, LLC  
Family Dollar Store  
419 W. Hickory St.

Retail (on-off sale) Wine

NOTICE IS FURTHER GIVEN THAT: Any person, persons or their attorney may appear and be heard at said scheduled Public Hearing who are interested in the approval or rejections of any such applications.

Dated at Sisseton, South Dakota this 23<sup>rd</sup> day of January, 2020.  
Amber Kemnitz, Finance Officer

CONTRACT FOR "SERVER ACCESS" IN CONJUNCTION WITH  
THE NORTHEAST SOUTH DAKOTA RURAL INFORMATION EXCHANGE MODEL  
(RIEM) PROGRAM ADMINISTERED BY THE WATERTOWN POLICE DEPARTMENT

WHEREAS Sisseton, South Dakota ("Sisseton"), recognizes the need for efficient and timely exchange of information services through participation in the Northeast South Dakota Rural Information Exchange Model (NESD RIEM); and

WHEREAS Sisseton desires to obtain said NESD RIEM service through the City of Watertown ("CITY"), South Dakota ("by and through its Watertown Police Department ("WPD"); and

WHEREAS SDCL 1-24-8 authorizes the CITY and Sisseton to enter a contract for the provision of such service; and

WHEREAS NESD RIEM includes access to Zuercher Technology Public Safety software server which enables CITY to provide the NESD RIEM service to Sisseton; and

WHEREAS such software requires administrative configuration and updates to ensure its continued operational efficiency; and

WHEREAS CITY agrees with Sisseton to provide NESD RIEM administrative configuration and service for the benefit of the Sisseton Police Department,

NOW THEREFORE it is AGREED by and between CITY and Sisseton, as follows:

1. TERM OF CONTRACT. This contract shall run for a term commencing on January 1, 2020 and ending at midnight on December 31, 2020, provided, however, that the commencement and continuation of service to be provided by CITY during such term shall be in conformance with the hereafter provided terms and provisions.
2. FEE FOR SERVICE. In consideration for the services to be provided by the WPD, Sisseton agrees to pay to the CITY a payment as reflected on Exhibit A which is attached hereto and is incorporated by reference.

Payment shall be delivered by the due date to CITY Finance Office, P.O. Box 910, Watertown, SD, 57201.

3. SISSETON REPONSIBILITIES. As a condition of CITY providing NESD RIEM service as contemplated by this agreement, Sisseton shall:
  - A. Provide to CITY, a continuously current list of the end users of the NESD RIEM within Sisseton Police Department. No notice by Sisseton in respect to the NESD RIEM service list shall be deemed received by CITY until

and unless Sisseton shall have received from CITY the acknowledgment of receipt of the same, as provided herein.

- B. Sisseton end users of the NESD RIEM service shall abide by all conditions within WPD General Order B-214 and supporting documents thereof.
- C. Maintain NCIC user certification as set forth by the State of South Dakota.
- D. Maintain a contract with Zuercher Technology for software licensing provisions.
- E. Pay the charges as herein provided.

4. SERVICES TO BE PROVIDED BY CITY. CITY through WPD shall:

- A. Provide access to the Zuercher server located at the Watertown Police Department.
- B. WPD, or its qualified designee will provide administrative configuration and basic technical support service to Sisseton. Administrative configuration includes adding personnel and agency identifiers, monitoring NCIC certifications, local ordinance configuration and setting user permissions. Technical support includes basic hardware configuration to establish server connectivity.

5. GENERAL PROVISIONS.

- A. CITY will not have operational control or authority over any Sisseton public safety agency, their agents, officers, employees or volunteers or emergency service units for support services.
- B. City will not have operational control or authority over Zuercher Technology agents, officers, and employees nor any contractual agreements between Zuercher Technology and Sisseton.
- C. Sisseton agrees that it shall indemnify and hold harmless CITY, its agents, representatives, and employees, from and against all claims, damages, losses and expenses resulting from any negligent act or omission of Sisseton's agents, representatives or employees, and from any discontinuation of service due to circumstances beyond CITY's control.
- D. Nothing contained herein shall prevent or inhibit WPD and Sisseton, and/or any public safety or emergency Service agency within Sisseton, from establishing any standard operating procedure consistent with this agreement, for carrying out the operations to be conducted pursuant to this agreement.

CITY shall not be responsible under this agreement for providing any emergency service within Sisseton. No provision of this agreement shall be interpreted so as to impose any responsibility upon CITY for providing any emergency service within Sisseton. This provision shall not prevent CITY from providing emergency assistance to Sisseton or any agency or governmental subdivision within Sisseton, to the same effect as such emergency assistance may be provided outside of this agreement.

Sisseton agrees that this contract only provides for NESD RIEM administrative configuration and technical support service.

6. OFFICIAL NOTICES.

- A. All official written notices required to be provided by CITY to Sisseton shall be given to the following person (s) at the following address (es) or fax site (s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE NO. \_\_\_\_\_  
FACSIMILE NO. \_\_\_\_\_

And

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE NO. \_\_\_\_\_  
FACSIMILE NO. \_\_\_\_\_

- B. All official written notices required to be provided by the Sisseton to CITY shall be given to the following person (s) at the following address (es) or fax site (s):

Lee McPeek  
Chief of Police  
WPD  
128 N Maple  
Watertown, SD 57201-3653  
(605) 882-6210 Phone  
(605) 882-6216 Fax

AND

Ryan Remmers  
Captain of Support Services  
WPD  
128 N. Maple

Watertown, SD 57201-3653  
(605) 882-6210 Phone  
(605) 882-6216 Fax

- C. The person and address to which any such notice is required to be given may be changed by either party, by giving written notice to the other party of such change, as provided herein.
7. AMENDMENT TO CONTRACT. This contract may only be amended upon authorization of the respective governing bodies of the each of the parties hereto as provided by law.
  8. TERMINATION. Either party may terminate this agreement upon six (6) months prior written notice of the intent to terminate. In the event of such termination, Sisseton shall be obligated to pay CITY all charges, which shall accrue under this contract to the termination date. Should Sisseton default in the payment of the charges payable to the CITY as herein provided, then the CITY may discontinue service and terminate this agreement; provided however that service shall not be terminated unless CITY shall first give notice of such default to Sisseton, and Sisseton shall not have cured such default within 30 days of such notice. Termination of service by CITY in the event any such default is not timely cured shall not operate as a waiver or release of Sisseton from any claims CITY may have against Sisseton for breach of contract, or for any other resultant cause of action.
  9. CONTRACT BETWEEN GOVERNMENT ENTITIES. Nothing herein shall be deemed to extend any governmental or proprietary responsibilities of the CITY to any person who may be affected by the performance or non-performance by CITY under this agreement. This agreement is solely between the respective governing entities of CITY and Sisseton, as is authorized and provided by law. The obligations and duties of CITY hereunder are solely contractual with Sisseton.
  10. IMMUNITIES. CITY expressly reserves all immunities and defenses available to it and/or its agents, representatives, and employees. CITY does not waive any defense or immunities otherwise available by entering into this agreement.
  11. FORCE MAJEURE. The term force majeure as employed in this contract will mean any event that prevents the ongoing use and operation of the NESD RIEM service described herein, including acts of God, strikes, lockouts, acts of terrorism, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the party claiming force majeure and which by the exercise of due diligence such party could not have prevented or is unable to overcome.

A force majeure shall give rise to a termination of this Contract without any penalty or liability therefore.

This agreement is approved and authorized by the respective governing bodies of the parties hereto in conformance with SDCL 1-24-8.

Sisseton: \_\_\_\_\_  
Sisseton Commission  
Chairperson

Attest: \_\_\_\_\_  
Sisseton Auditor

CITY: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Watertown Finance Officer

Date of Contract Signing

\_\_\_\_\_

**Exhibit A**  
**Schedule of NESD RIEM Payments Due**

I \_\_\_\_\_ on behalf of Sisseton, hereby authorize annual payment as follows:

**(Mark with an [X] where appropriate)**

**2020 – Total Due - \$500.00**

February 15, 2020     \$500.00 (annual payment)

Detail: \$500.00 for administrative configuration and technical support related to  
Zuercher Public Safety Software)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Signed