

CITY OF SISSETON
March 9, 2020 AGENDA
Sisseton City Hall – 6:30 p.m.

Agenda:

1. Call to Order
2. Adopt Agenda
3. Minutes – February 10, 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.
8. Old Business:
 - a.
9. Visitors
 - a.
10. Travel Approval:
 - a. MSHA Annual Safety Training, March 19, 2020 Sisseton, SD
11. New Business:
 - a. Wage adjustment – C. Lehrke spraying certificate
 - b. Authorize distribution of donated funds from SD Community Foundation to Valley View Country Club
 - c. Approve New Fire Dept. Member
 - d. Authorize Mayor to sign Roundabout Sculpture Artist Agreement
 - e. Election April 14, 2020 City Hall Community Room – appoint election board & set wage
12. Ordinances and Resolutions:
 - a. Resolution 2020-1: Central Commercial Restricted Parking
 - b. Resolution 2020-2: Plat
 - c. Ordinance 662: Highway Commercial Zoning Permitted Uses
13. Information and Discussion Items
 - a. Malt Beverage Establishments
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, February 10, 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, Jim Croymans, Myron Doud, Gary Spencer, James & Kateri Bird, Chris Huber, Jan Thode, Jason Deutsch, Laurie Owen, Terry Sutton, Dave Staub, Josh Finer and others.

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

Agenda: German moved and Stapleton seconded to approve agenda as presented. All voted aye.

Minutes: Solberg moved and Wegleitner seconded to approve the January 13, 2020 minutes. All voted aye.

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

Liquor: Council received the January 2020 liquor report.

Police: Croymans reported on police department.

Travel: Brooks moved and Solberg seconded to approve registration and travel expenses for Chief Croymans to attend SD Police Chiefs' Annual Conference in Deadwood, SD on April 21-23, 2020. All voted aye.

Police Department Contract for Server Access with RIEM Program: Stapleton moved and Wegleitner seconded to approve authorization for Mayor to sign contract with Watertown Police Department to provide server access in conjunction with the Northeast South Dakota Rural Information Exchange Model for a period of one year beginning January 1, 2020 for \$500.00. All voted aye.

Street/Safety: Doud reported for street department.

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

Finance Report: Wegleitner moved and Just seconded to approve the January 2020 finance report. All voted aye.

City Attorney: Erin Cameron reported on issues with vacant properties.

Public Comment: James Bird informed Council of desire to open a Laundromat on Highway 10. Current Zoning regulations do not list this type of business as a permitted use within the Zoning District. Council will consider amending the current ordinance to include a Laundromat in the Highway Commercial Zoning District.

Dr. Staub addressed Council regarding swimming pool repairs and upgrades. A formal request for funds may be made at a later date when project estimates are received.

Jan Thode addressed Council regarding concerns with business utility rates. Council also heard comments from Chris Huber. Alderman Solberg will check with businesses to determine if billing is being conducted appropriately.

Wine License Public Hearing: At 7:00 p.m. a public hearing was held for Family Dollar 2020 Wine License. There was no public input. Stapleton moved and Wegleitner seconded to approve the Retail (on-off sale) Wine & Cider license for the 2020 licensing period submitted by Family Dollar Store. All voted aye.

Visitors: Chris Huber addressed Council regarding issues with parking on Veterans Ave. A Resolution for restricted parking was considered at an earlier meeting; however, no action was taken by Council. Council will reconsider another Resolution at the March meeting.

Travel: Wegleitner moved and Just seconded to approve registration and travel expenses for City Officials and staff to attend the SDML Annual District Meeting in Roslyn, SD on March 17, 2020. All voted aye.

Homeless Shelter Conditional Use Permit Review: As part of the approval of the Conditional Use Permit granted in November 2019, it was agreed to review the permit in February 2020. Laurie Owen representing the SWO Tribal Chairman's Office addressed Council regarding Shelter operations. Council will review again in April 2020.

Donate 1998 Ford F800 Fire Truck to Roberts County: Stapleton moved and Just seconded to donate the surplus 1998 Ford F800 Fire Truck to Roberts County. All voted aye.

Authorization for Liquor Operating Agreement Establishments to apply for Special Event License with Roberts County: Solberg moved and Just seconded to authorize any establishment that has an Operating Agreement for on-sale liquor with the City of Sisseton to apply for a special event license with Roberts County to operate at any special event in Roberts County for the 2020 licensing period. All voted aye.

Information & Discussion: Council received the 2018 audit report from Wohlenberg Ritzman & Co. A copy of the audit is available at City Hall and can also be viewed on the City website.

Executive Session: Stapleton moved and Wegleitner seconded to enter into executive session at 7:42 p.m. pursuant to SDCL 1-25-2 (3) to consult with attorney regarding litigation. All voted aye. Mayor Jaspers declared the meeting back into regular session at 8:25 p.m.

Adjourn: Brooks moved and German seconded to adjourn. All voted aye. Meeting adjourned at 8:25 p.m.

Amber Kemnitz, Finance Officer

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

Liquor Store Deposits	82,660.68
Less Sales Tax	-5,737.19
Gross Liquor Store Sales	76,923.49

Opening Inventory	140,589.96
Purchases	59,170.70
Total Merchandise	199,760.66
Closing Inventory	-143,190.74
Cost of merchandise for sale	56,569.92

Liquor Store Profit	20,353.57
Less Expenses	-10,803.36
Net Liquor Store Profit	9,550.21

10% tax on clubs

End Zone	341.83
Hickory St. Kitchen & Cocktails	355.59
Rosalie's	355.62
Taco's El Bajio	19.36
Doubletree Gallery	35.24
Dollar General	198.70
Freddie's Casino	6.92
Holiday	795.42
K&K	992.73
Stillsons	354.77
Total	3,456.18

Other Expenses

Salaries	7,299.60
FICA	558.42
Retirement	320.49
Work Comp	0.00
Group Insurance	809.16
Unemployment Insurance	0.00
Insurance/Prof Services	0.00
Publishing	0.00
Repair	0.00
Supplies	911.23
Equipment	0.00
Utilities	904.46
Total Expense	10,803.36

Breakdown - Liquor Store Deposits

Beer	33,888.84
Whiskey	35,817.09
Wine	3,958.66
Pop/Miscellaneous	1,690.12
Tobacco	1,538.24
Ice	29.20
Total	76,922.15

Net liquor store profit plus 10% from clubs

13,006.39

CITY OF SISSETON - FINANCE REPORT

February 2020

Balance last report		13,170,551.46
Receipts this month		
Property Tax	28,070.65	
Sales Tax	27,767.82	
Amusement Tax	0.00	
Building Permits	0.00	
Peddler/Pawnshop License	0.00	
Dog License	24.00	
Liquor/Malt Bev. License	500.00	
Video Lottery License	0.00	
State/Federal Grants	1,062.33	
State/County Shared Revenue	59.02	
Bank Franchise	9,420.14	
Motor Vehicle License	5,228.34	
Local Hwy/Bridge Fund	0.00	
Sisseton Housing Pmt in Lieu of Taxes	0.00	
Accident Reports/Bike licenses	12.00	
Sales/Excise Tax	9.34	
Fire Dept Fees	500.00	
Hwy & Street	0.00	
Library/Recreation Fees	143.66	
Av Gas sales	134.42	
Fines	70.00	
Interest	10,187.11	
Rentals	675.00	
Rubble Site Charges	0.00	
Cable TV Franchise	0.00	
Contributions and Donations	3,682.20	
Miscellaneous (Includes pmt for SRO)	11,218.30	
Sale of Fixed Assets	0.00	
Compensation for loss-insurance proceeds	0.00	
Third Cent Sales Tax	3,704.05	
Liquor Sales	76,923.49	
Sales Tax	5,737.19	
Operating Agreements	287.86	
10% Beverage Mark Up	4,058.00	
Utility receipts	86,083.77	
Bulk Water	0.00	
Sale of Water Supplies	1,496.75	
Sales Tax	0.00	
Sewer - Land Rent	0.00	
Other Solid Waste Revenue	0.00	
Total Receipts		277,055.44
<u>Total Expense</u>		<u>213,936.33</u>
Cash Balance End of Month		13,233,670.57

Respectfully Submitted by Amber Kemnitz, Finance Officer

Revenue - February 2020

	<u>Anticipated</u>	<u>YTD Revenue</u>	<u>Balance</u>
General Fund			
Property Tax	775,000.00	28,070.65	746,929.35
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	32.00	318.00
Liquor & Malt Beverage License	6,000.00	500.00	5,500.00
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	9,420.14	3,579.86
Liquor Tax Reversion	15,000.00	0.00	15,000.00
Motor Vehicle License	30,000.00	5,228.34	24,771.66
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	24.00	126.00
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	500.00	500.00
Hwy & Street	200.00	128.00	72.00
Recreation	10,000.00	0.00	10,000.00
Library Card Fees	750.00	143.66	606.34
AV Gas (Airport)	10,000.00	134.42	9,865.58
Fines	150.00	116.25	33.75
Dog Keeping	100.00	120.00	-20.00
Interest	60,000.00	21,478.63	38,521.37
Rentals	30,000.00	2,364.90	27,635.10
Rubble Site Charge	0.00	0.00	0.00
Private Donations	0.00	3,682.20	-3,682.20
Cable TV Franchise Fee	20,000.00	0.00	20,000.00
Other Miscellaneous Revenue	75,000.00	9,006.38	65,993.62
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	83,349.57	2,178,900.43
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	155,500.99	944,499.01
Water	462,000.00	76,309.90	385,690.10
Sewer	421,000.00	66,785.83	354,214.17
Sanitation	298,000.00	50,144.11	247,855.89
Total City Funds	4,618,250.00	432,090.40	4,186,159.60

Expenditures - February 2020

	<u>Appropriation</u>	<u>YTD Expense</u>	<u>Balance</u>
General Fund			
Legislative	50,260.00	5,016.83	45,243.17
Contingency	100,000.00	0.00	100,000.00
Executive	12,300.00	3,165.52	9,134.48
Elections	2,200.00	13.88	2,186.12
Legal	12,000.00	892.50	11,107.50
Finance Office	89,350.00	10,915.02	78,434.98
Financial Administration	46,000.00	0.00	46,000.00
General Government Building	40,000.00	2,411.10	37,588.90
Police	622,100.00	78,173.91	543,926.09
Fire	72,000.00	3,987.68	68,012.32
Street Department	552,900.00	11,822.16	541,077.84
Snow Removal	73,000.00	27,744.57	45,255.43
Street Lighting	49,000.00	3,871.73	45,128.27
Street Cleaning	9,000.00	0.00	9,000.00
Airport	172,500.00	3,606.06	168,893.94
Health	11,000.00	60.00	10,940.00
Recreation	67,000.00	341.24	66,658.76
Parks	30,450.00	338.72	30,111.28
Library	154,450.00	17,296.98	137,153.02
Economic Development	100,400.00	15,453.49	84,946.51
<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	185,111.39	2,148,298.61
Special Revenue Fund-Promotion	75,000.00	1,037.42	73,962.58
Enterprise Funds			
Liquor	1,081,750.00	79,173.17	1,002,576.83
Water	767,100.00	16,633.55	750,466.45
Sewer	153,100.00	12,668.17	140,431.83
Garbage	270,700.00	32,220.28	238,479.72
Total City Funds	4,681,060.00	326,843.98	4,354,216.02

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

Cash by Fund

General Fund	7,366,153.76
Lodging & Dining Sales Tax Fund	149,238.75
Liquor Fund	1,233,813.51
Liquor Fund - Change	900.00
Water Fund	2,311,815.14
Water Fund - Change	200.00
Sewer Fund	1,801,869.26
<u>Garbage Fund</u>	<u>369,680.15</u>
Total	13,233,670.57

Bank Reconciliation

Checking Account First Savings Bank	1,480,222.47
FIT GCR Acct	10,086,171.29
Wells Fargo Acct #4231	599,525.10
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>
Cash Balance	13,233,670.57

**Highway 10 Cultural Corridor Roundabout Sculpture
Artist Agreement**

Agreement for Commission of Public Artwork between the Artist,
the Sisseton Arts Council and the City of Sisseton

THIS AGREEMENT, is entered into this ____ day of _____, 20____, between the Sisseton Arts Council (SAC); the City of Sisseton (City) and the Artist:

_____, _____, _____, _____
(Artist Name) (Address) (City) (State)

WHEREAS, the SAC and the City recognize that the arts have a positive economic and social impact on the City of Sisseton: and

WHEREAS the SAC and the City have invited the services of an artist to create a work of public art (sculpture) hereinafter the “Artwork” to be installed at one of two public Roundabout spaces located at the intersections of 8th Avenue East and 8th Avenue West on South Dakota Highway 10 in Sisseton, South Dakota;

WHEREAS, the Artist is a professional artist whose work and qualifications make the Artist uniquely qualified to create the Artwork;

WHEREAS, the Artist has been selected based upon the Artist’s artwork and qualifications; and

WHEREAS, the Artist, the City and the SAC wish to perform under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

Artist’s Obligations:

- The Artist shall perform all services and furnish all supplies, material and work equipment as necessary for the design, fabrication, transportation and installation of the Artwork. Services shall be performed by the artist or other contractors in a professional manner and in compliance with all terms and conditions in this Agreement.

- The Artist shall determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the SAC and the City and any regulatory agencies with project oversight, as set forth in this Agreement. The Artist will do so in a manner that ensures that the Artwork as installed shall not interfere with any infrastructure or the intended highway traffic flow or pedestrian movement associated with the Highway 10 Roundabouts.

- The Artist shall complete the fabrication, transportation and installation of the Artwork by the scheduled dates provided to the Artist in the Timeline contained in the SAC “Call

to Artist” application provided to the Artist. The Artist shall secure any and all required licenses, insurance, permits and similar legal authorizations at the Artist expense as may be necessary for the installation of the Artwork.

- The Artist shall arrange for the transportation and installation of the Artwork in coordination with SAC and the City. If the Artist does not personally install the Artwork, the Artist shall supervise and approve the installation. Prior to the installation of the Artwork, the Artist shall inspect the Highway 10 Roundabout site to ensure that it is ready to accept the Artwork and is compliant with the specifications provided by the South Dakota Department of Transportation (DOT) and the City. If changes are required to be made to Artwork due to code or compliant issues, the artist will get approval for changes from SAC and City.
- Artist shall provide a maintenance manual with a description of all materials, processes and products utilized in the Artwork and the required care and upkeep involved, as well as recommended procedures in the event of necessary conservation. Artist shall provide a set of “as built” drawings if there is significant deviation from approved and permitted construction documents.
- Artist shall be available with reasonable advance notice for meetings required to coordinate design, project implementation, art installation, ceremonies and the like.

Sisseton Arts Council and City of Sisseton Obligations:

- If the need arises, the SAC shall secure from the City and provide to the Artist, at no expense, copies of reports, list of required permits, contracts, and other existing relevant data if needed by the Artist in order to perform their duty when developing, planning and facilitating their Artwork.
- SAC shall be responsible for communicating with the City and provide information to the Artist on any delays in road construction, installation of infrastructure, or site preparation that would impact the timely transportation and installation of the Artwork.
- SAC shall consult with the Artist and the City on providing an appropriate news release and installing a plaque on or near the Artwork containing a credit to the Artist.
- SAC and the City shall not permit any use of the Artist’s name or misuse of the Artwork which would reflect discredit on the Artist reputation as an Artist or which would violate in anyway the spirit of the Artwork.

Project Breakdown and Budget Requirements:

The Artist shall provide data for the Budget to include, but not limited to the following: the Artist pay, cost of design, goods, services, materials, fabrication, insurance, transportation and installation of the Artwork with documentation of the sources and/or assumptions upon which the budget figures are based regardless of whether these services are provided by Artist, subcontractors or by third parties under a separate agreement. This Budget shall also reflect the costs associated with any onsite project manager or staff to ensure that Artwork operates

properly as installed at the site. If the Artist incurs costs in excess of the amount listed in the budget, the Artist shall pay such excess from the Artist's own funds unless the Artist obtains approval in writing for such additional costs from the SAC.

Fabrication Stage:

The Artist shall fabricate and install the Artwork in substantial conformity with the Design submitted with the "Call to Artists" application. The Artist may not deviate from the approved design without written approval from the SAC or the City.

- If the Artwork is being constructed on site, the Artist shall avoid creating nuisance conditions arising out of the Artist's operations.
- SAC and the City shall have the right to review the Artwork with prior notice at reasonable times during the fabrication, either at the artist location or via electronic media. If the SAC or the City, upon review of the Artwork during the construction phase, determine that the Artwork does not conform to the approved design based on the Call to Artist application, the SAC and the City of Sisseton reserve the right to notify the Artist of those deficiencies and can withhold payment of next budget installment until changes have been made that best represents conformity of original design.
- Prior to the transportation and installation of the Artwork, the SAC and the City shall inspect the Artwork within 30 days after receiving the notification from the Artist to determine that the Artwork conforms with the Final Design. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the site unless the Artist has willfully and substantially deviated from the Design without the prior approval of the initial design.
- The SAC and the City of Sisseton shall promptly notify the Artist of any delays impacting installation of the Artwork. Any additional storage and insurance costs incurred by the Artist shall be the responsibility of SAC and the City in the event the delay is the caused by the SAC or City.

Installation:

When the SAC and the City give final approval of the Artwork being in conformity with the original design, the Artist shall deliver and install the completed Artwork on the site in accordance with a time schedule to be worked out one month prior to delivery of Artwork. The Artist will coordinate closely with the SAC and the City to ascertain the site is prepared to receive the Artwork. Artist must notify SAC and the City of any adverse conditions during transportation and/or at the site that would impact or impede the installation of the Artwork.

The Artist is responsible for timely installation of the Artwork. The Artist may not install the Artwork until authorized to do so by the SAC and the City. The Artist shall be present to supervise the installation of the Artwork. Damage based on neglect while incurred during transportation and/or during installation, will be the liability of the Artist. If acts of God (severe weather conditions and/or accident not the fault of the Artist), responsibility of payment to resume transportation and installation of Artwork shall be determined based on exhausted measures and costs that have been incurred, to include insurance, before SAC and the City

consider any financial assistance in the matter.

Upon the completed installation of the Artwork, the SAC shall gift the Artwork to the City for the benefit of the public and to enhance the social and economic value of the community.

Risk of Loss:

The Artist shall bear the risk of loss or damage to the Artwork until the installation of the Artwork. The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. The SAC shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control and care or supervision of the SAC or its agent(s) for the Artwork.

Artist's Representations and Warranties:

The Artist represents and warrants that the Artwork is solely the result of the artistic effort of the Artist except as otherwise disclosed in writing to the SAC and the City. The Artwork must be unique and original and does not infringe upon any copyright, has not been accepted for sale elsewhere, has not sold, assigned, transferred, licensed, granted, encumbered or utilized in any way. If so in any way, may affect or impair the rights granted pursuant to this Agreement. Lastly, the Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.

Reproduction Rights:

The Artist deems that the submitted sculpture and installation for the Highway 10 Cultural Corridor Roundabout will be original and not a copy or rendition of any other Artist. After completion and installation of the awarded sculpture, the artist surrenders any ownership right, title, or interest to the SAC and the City.

The Artist understands and agrees that they will surrender all rights of reproduction, adaptation, and publication of their sculpture or installation. However, the Artist shall retain all right, title, and ownership of the copyright of the sculpture or installation. The Artist shall retain the right to claim authorship of the design of their sculpture or installation and may also utilize such authorship in any of their printed or promotional material. The SAC hereby has royalty-free, irrevocable, non-exclusive license to reproduce images of the awarded sculpture or installation for educational or promotional uses. The Artist shall be identified, whenever possible, on all promotional and printed material, signage, or websites as the original creator of the design of said sculpture.

Termination:

Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control such as, but not limited to, acts of nature; war or warlike operation; superior governmental regulation or control; public emergency; or strike or other labor disturbances. Notice of termination of this Agreement shall be given to the non-terminating party in writing not less than 30 days prior to the effective date of termination. The SAC shall pay the Artist for services performed and commitments made prior to the date of the termination, consistent with the schedule of payments set forth in this Agreement. The Artist shall have the right to an equitable adjustment in the fee

for services performed and expenses incurred beyond those for which the Artist has been compensated to date. Lastly, if the Artist defaults for cause other than death or incapacitation, the Artist shall return to the SAC all funds provided by the SAC in excess of the expenses already incurred. The Artist shall provide an accounting of these expenses.

Death or Incapacity:

If the Artist becomes unable to complete this Agreement due to death or incapacity, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist. In the event of incapacity, the Artist shall assign their obligations and services under this contract to another artist provided that the SAC and the City approves the new Artist and so agrees in writing. If the SAC and the City does not agree, they may elect to terminate this Agreement.

Budget and Payment Schedule:

PROJECT BUDGET: The artist budget is \$30,000.00 per sculpture. The artist’s budget includes: all artist fees and costs associated with the design, fabrication, travel, insurance, permits, shipping and transportation of materials to the site, any equipment needed for the installation, any applicable taxes, time spent in meetings if any, and any other costs incurred by the artist for the project. The awarded artist will be contracted by the Sisseton Arts Council to develop an all-inclusive itemized budget as part of the proposal submission.

PAYMENT: Payment will be made directly to the artist using the following schedule:
20% of the total agreed upon fee is paid after signed contract.
30% of the total agreed upon fee is paid after the work is initiated.
50% of the total agreed upon fee is paid upon completion.

Official Agreement and Signage:

This Agreement, comprises all the covenants, promises, agreements and conditions between the Parties. No verbal agreements or conversation between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligation within this Agreement.

Sisseton Arts Council:

Artist:

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

City of Sisseton:

Name: _____

Title: _____

Date: _____

RESOLUTION 2020-1

WHEREAS, business owners of Freddie's Gun Shop & Casino and Ka-Co's, located at 514 Veterans Ave. have submitted a request to the City of Sisseton to designate a restricted parking area to provide necessary parking for their customers.

THEREFORE BE IT RESOLVED, that there shall be restricted parking of a maximum of 2 hours on the west side of Veterans Avenue from Chestnut Street to Maple Street and on the west side of 2nd Avenue East from Cherry Street to Maple Street.

Dated at Sisseton, Roberts County, South Dakota this 9th day of March 2020.

CITY OF SISSETON

BY _____
Terry Jaspers, Mayor

ATTEST:

Amber Kemnitz, Finance Officer

Resolution 2020-2

BE IT RESOLVED by the City Council of Sisseton, South Dakota in a regular meeting assembled that the plat of Lots 1 and 2 in Lot S.W., a subdivision of part of the SE1/4SE1/4NE1/4 of Section 28, T126N, R51W of the 5th P.M., Roberts County, South Dakota be approved this 9th day of March 2020.

Dated at Sisseton, Roberts County, South Dakota this 9th day of March 2020.

Terry Jaspers, Mayor

ATTEST:

Amber Kemnitz, Finance Officer

Ordinance 662

Amending Ordinance 17.48.010 Permitted Uses of Chapter 17-48 "HC" Highway Commercial District

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SISSETON, ROBERTS COUNTY, SOUTH DAKOTA, that Ordinance 17.48.010 Permitted Uses be amended as follows:

17.48.010 – Permitted Uses.

A. The following uses and structures shall be permitted in the "HC" Highway Commercial District:

1. Horticulture and the raising of field crops;
2. Automobile garages, repair shops, and service stations;
3. Motor fuel stations;
4. Utility substations;
5. Wholesale or retail sales of: lumber and other building materials, farm equipment, motor vehicles, marine crafts, manufactured homes, trailers, farm and garden supplies, fuel and ice; motor vehicles and automobile equipment; drug, chemicals, all allied products; dry goods and apparel; groceries and related products; electrical goods, hardware, plumbing, heating and equipment and supplies; machinery, equipment and supplies; beer, wine, and distilled alcoholic beverages; paper and paper products; furniture and home furnishings; lumber and construction materials;
6. General farm products (other than animals), household goods, and equipment maintenance;
7. Mortuaries;
8. On/off-site signs;
9. Truck or bus terminal;
10. Wholesale merchandising or storage warehouse;
11. Hotel/motel;
12. Offices;
13. Retail shopping;
14. Cafes, restaurants, and taverns;
15. Car washes provided that their operative machinery is within an enclosed structure and adequate drainage is provided;
16. Laundromats.

This Ordinance shall take effect and be in full force from twenty (20) days after the date of the final passage and adoption.

Passed this first reading the 9th day of March, 2020.

Passed this second and final reading the 13th day of April, 2020.

Terry Jaspers – Mayor

ATTEST:

Amber Kemnitz – City Finance Officer