

**CITY OF SISSETON  
CITY COUNCIL MEETING  
January 13, 2025  
AGENDA  
Sisseton City Hall – 6:30 p.m.**

1. Call to Order
2. Adopt Agenda
3. Minutes – December 9 & 30, 2024
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. 7:00 p.m. Conditional Use Permit Application
8. Visitors:
  - a.
9. Travel Approval:
  - a. 2025 Municipal Government Day at the Legislature:  
February 4-5, 2025 Pierre, SD
10. New Business:
  - a. 2025 Code Enforcement Specialists, LLC Contract
  - b. Set date for 2025 Election: Tuesday, April 8, 2025
11. Ordinances and Resolutions:
  - a.
12. Information/Discussion Items:
  - a.
13. Executive Session SDCL 1-25-2 (1) Personnel & (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: 891 9103 7987

Passcode: 168186

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, December 9, 2024 at 6:30 p.m.

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

Others Present: Erin Cameron, Amber Kemnitz, Jim Croymans, Ellen Lekness, Cory Deutsch, Gary Spencer, Jason Deutsch, Tiffany Myrum, Shari Gamber, Dustina Gill, Janet Schmidt

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

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

**Minutes:** Randolph moved and Solberg seconded to approve the November 12, 2024 minutes. All voted aye.

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

Liquor: Lekness presented the November 2024 liquor report.

Police: Croymans reported on police department.

**Patrol Officer Resignation:** Solberg moved and German seconded to accept resignation from Austin Searles effective November 29, 2024. All voted aye.

**Travel:** Appel moved and Solberg seconded to authorize Officer Zastoupil to attend Basic SRO Course in Sisseton on February 3-7, 2025. All voted aye.

Street/Safety: Deutsch reported on street department and discussed drainage issues on the street in Jamie Circle. Council was in agreement to have City Attorney prepare an easement for access to install a drainage channel between Jamie Circle and Maple St.

**Seasonal Street Laborer:** German moved and Stapleton seconded to approve hiring Timothy Adair as a seasonal street laborer at a wage of \$22.10 per hour. All voted aye.

**Chevy Silverado Purchase:** Just moved and Randolph seconded to authorize purchase of new ¾ Ton Chevy Silverado from the State Bid with Lamb Chevrolet. All voted aye.

**One-Way Snow Plow:** Stapleton moved and Just seconded to authorize purchase of one-way snow plow utilizing the Sourcewell Contract. All voted aye.

**Sisseton Area Chamber Funding Request:** Appel moved and Randolph seconded to approve contribution of \$5,000.00 to the Sisseton Area Chamber of Commerce for the Banners & Beautification fund. All voted aye.

**MSHA Training:** Appel moved and Randolph seconded to authorize public works employees to attend MSHA Safety Training in Sisseton on February 25, 2025. All voted aye.

Water/Sewer: Spencer reported on water & sewer department.

Building Permits: None

**Finance Report:** Randolph moved and Stapleton seconded to approve the November 2024 finance report. All voted aye.

Visitors: Members of the GROW SD Community Leadership Institute Team addressed Council with plans to develop a dog park in Sisseton. Plans are in the early stages and location as well as other details are being explored. Council was in agreement to allow plans to move forward and would like information to be provided from the team.

Library Policies: Council received a copy of adopted policies for the Sisseton Memorial Library.

Public Comment: None

**Ordinance 704:** Just moved and Randolph seconded to approve the first reading of Ordinance 704, Supplemental Appropriation Ordinance. Upon roll call vote, voting aye were: Appel, Just, Stapleton, Solberg, Randolph and German. Motion carried.

Information/Discussion: A special City Council meeting will be held on Monday, December 30, 2024 at 5:30 p.m.

**Executive Session:** Stapleton moved and Just seconded to enter into executive session pursuant to SDCL 1-25-2 (1) personnel and (3) legal. All voted aye. Mayor Jaspers declared the meeting back into regular session.

**Ordinance 703:** Just moved and German seconded to approve the first reading of Ordinance 703, an ordinance establishing annual salary and wage levels for the principal employees and officials of the City of Sisseton. Upon roll call vote, voting aye were: Appel, Just, Stapleton, Solberg, Randolph and German. Motion carried.

**Richardson Law Firm Engagement Letter:** Solberg moved and Appel seconded to authorize Mayor Jaspers to sign engagement letter with Richardson Law Firm for legal services. All voted aye.

Mayor/Council Reports: German reported on plans to proceed with demolition of old Carnegie Library building. Randolph received complaints of snow removal noise during early morning hours. Mayor Jaspers informed Council that siding project is underway at the sanitation shop.

**Adjourn:** Randolph moved and Appel seconded to adjourn. All voted aye. Meeting adjourned at 8:30 p.m.

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Amber Kemnitz, Finance Officer

The City Council for the City of Sisseton met in special session on Monday, December 30, 2024 at 5:30 p.m.

Members present were Mayor Terry Jaspers, Alderwoman Randolph, Aldermen German, Just and Stapleton. Alderwoman Appel and Alderman Solberg were absent.

Others Present: Amber Kemnitz, Jim Croymans, Jason Deutsch

**Call to Order:** Mayor Jaspers called the meeting to order at 5:30 p.m.

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

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

**Resolution 2024-13:** German moved and Stapleton seconded to approve Resolution 2024-13 as follows:

BE IT RESOLVED BY THE CITY COUNCIL for the City of Sisseton that:

\$45,500.00 shall be transferred from the Contingency Fund 101-41150-42900 to the following:

Legal

101-41410-422 Professional Service \$3,500.00

General Financial Administration

101-41470-42100 Insurance \$12,000.00

General Government Buildings

101-41920-42500 Repairs \$10,000.00

Police

101-42100-43400 Equipment \$10,000.00

Health

101-44100-42600 Supplies \$5,000.00

Recreation Department

101-45110-42500 Repairs \$5,000.00

Dated at Sisseton, South Dakota this 30<sup>th</sup> day of December 2024.

THE CITY OF SISSETON

All voted aye.

**Ordinance 703:** Randolph moved and Just seconded to approve the second reading and adoption of Ordinance 703, an ordinance establishing annual salary and wage levels for the principal employees and officials of the City of Sisseton. Upon roll call vote, voting aye were: Just, Stapleton, Randolph and German. Appel & Solberg were absent. Motion carried.

**Ordinance 704:** Randolph moved and Just seconded to approve the second reading and adoption of Ordinance 704, Supplemental Appropriation Ordinance. Upon roll call vote, voting aye were: Just, Stapleton, Randolph and German. Appel & Solberg were absent. Motion carried.

**Executive Session:** Stapleton moved and Just seconded to enter into executive session pursuant to SDCL 1-25-2 (1) to discuss personnel. All voted aye. Mayor Jaspers declared the meeting back into regular session.

**Vacation Leave:** Just moved and German seconded to allow employees to carry over excess vacation leave into 2025 with the exception that if employment terminates, the employee will receive payout of leave up to the maximum hours allowed to carry over into a new year according to the personnel policy. All voted aye.

**Adjourn:** Randolph moved and Stapleton seconded to adjourn. All voted aye. Meeting adjourned at 5:50 p.m.

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Amber Kemnitz, Finance Officer

**City of Sisseton  
Liquor Store Report  
December 2024**

Liquor Store Deposits	133,773.23
Less Sales Tax	-8,951.44
Gross Liquor Store Sales	124,821.79
Opening Inventory	172,556.43
Purchases	86,883.05
Total Merchandise	259,439.48
Closing Inventory	-170,626.12
Cost of merchandise for sale	88,813.36
Liquor Store Profit	36,008.43
Less Expenses	-24,934.65
<b>Net Liquor Store Profit</b>	<b>11,073.78</b>

10% tax on clubs

End Zone	534.75
Rosalie's	248.31
Taco's El Bajio	40.45
Doubletree Gallery	120.85
Dollar General	448.03
Family Dollar	406.09
Holiday	989.51
Hwy 10 Casino	79.36
K&K	1,192.08
Pizza Hut	5.64
Stillsons	673.15
The Soiree'	0.00
<b>Total</b>	<b>4,738.22</b>

Other Expenses

Salaries	17,941.66
FICA	1,356.07
Retirement	790.82
Work Comp	0.00
Group Insurance	1,719.85
Unemployment Insurance	0.00
Insurance/Prof Services	0.00
Repair	280.00
Supplies	2,073.59
Equipment	0.00
Utilities	772.66
Total Expense	24,934.65

Breakdown - Liquor Store Deposits

Beer	45,388.36
Whiskey	68,423.17
Wine	7,579.14
Pop/Miscellaneous	2,015.14
Tobacco	1,316.70
Ice	99.39
<b>Total</b>	<b>124,821.90</b>

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

**15,812.00**

# Sisseton Police Dept. 2024

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Yearly Total
Accidents	0	0	0	0	0	0	0	0	0	0	0	2	2
Assaults	0	0	0	0	0	0	0	0	0	0	0	5	5
Vandalism	0	0	0	0	0	0	0	0	0	0	0	1	1
Drug Violations	0	0	0	0	0	0	0	0	0	0	0	5	5
Disorderly Conduct	0	0	0	0	0	0	0	0	0	0	0	5	5
Theft	0	0	0	0	0	0	0	0	0	0	0	4	4
Vehicle Stops	0	0	0	0	0	0	0	0	0	0	0	83	83
DUI's	0	0	0	0	0	0	0	0	0	0	0	8	8
Traffic Citations	0	0	0	0	0	0	0	0	0	0	0	20	20
Warning Tickets	0	0	0	0	0	0	0	0	0	0	0	46	46
Calls for Service	0	0	0	0	0	0	0	0	0	0	0	122	122
<b>Monthly Total</b>	0	0	0	0	0	0	0	0	0	0	0	301	301



**CITY OF SISSETON - FINANCE REPORT****December 2024**

Balance last report		16,088,101.41
Receipts this month		
Property Tax	35,612.78	
Sales Tax	66,350.08	
Amusement Tax	0.00	
Building Permits	15.00	
Peddler/Pawnshop/Food Truck License	100.00	
Dog License	16.00	
Liquor/Malt Bev/Cannabis License	0.00	
Video Lottery License	0.00	
State/Federal Grants	0.00	
State/County Shared Revenue	0.00	
Bank Franchise	0.00	
Motor Vehicle License	1,523.41	
Local Hwy/Bridge Fund	0.00	
Sisseton Housing Pmt in Lieu of Taxes	0.00	
Accident Reports	4.00	
Sales/Excise Tax	52.54	
Fire Dept Fees	0.00	
Hwy & Street	847.46	
Library/Recreation Fees	0.00	
Av Gas sales	797.56	
Fines	0.00	
Interest	54,948.23	
Rentals	375.00	
Rubble Site Charges	0.00	
Cable TV Franchise	0.00	
Private Donation	0.00	
Miscellaneous (Includes pmt for SRO)	4,051.38	
Sale of Fixed Assets	26,000.00	
Compensation for loss-insurance proceeds	0.00	
Note Receivable (SEDC Land Loan)	0.00	
Third Cent Sales Tax	4,283.83	
Other Misc Rev	0.00	
Liquor Sales	124,821.79	
Sales Tax	8,951.44	
Operating Agreements	19.72	
10% Beverage Mark Up	4,189.56	
Other Liquor Revenue	0.00	
Utility receipts	110,909.17	
Bulk Water	0.00	
Water Supplies	0.00	
Water - Rent	1,404.92	
Sales Tax	0.00	
Sewer - Land Rent	0.00	
Solid Waste - Other Revenue	9,000.00	
Total Receipts		454,273.87
<u>Total Expense</u>		<u>441,259.26</u>
<b>Cash Balance End of Month</b>		<b>16,101,116.02</b>

Respectfully Submitted by Amber Kemnitz, Finance Officer

**Revenue - December 2024**

	<u>Anticipated</u>	<u>YTD Revenue</u>	<u>Balance</u>
<b>General Fund</b>			
Property Tax	775,000.00	713,341.81	61,658.19
Sales Tax	1,400,000.00	1,283,451.40	116,548.60
Amusement Tax	0.00	0.00	0.00
Building Permits	1,000.00	1,395.00	-395.00
Pawnshop License	200.00	300.00	-100.00
Peddler License	100.00	0.00	100.00
Dog License	350.00	329.00	21.00
Liquor & Malt Beverage License	7,000.00	9,950.00	-2,950.00
Cannabis License	5,000.00	0.00	5,000.00
Food Truck License	0.00	200.00	-200.00
Video Lottery Fees	3,500.00	3,250.00	250.00
Federal Grants	88,100.00	92,364.84	-4,264.84
State Grants	3,930.00	37,329.68	-33,399.68
Bank Franchise Fee	9,000.00	17,511.94	-8,511.94
Liquor Tax Reversion	16,000.00	12,461.09	3,538.91
Motor Vehicle License	35,000.00	31,148.09	3,851.91
Local Hwy/Bridge Fund	70,000.00	59,020.78	10,979.22
Other State Share Revenue	0.00	4,153.66	-4,153.66
Payment in Lieu of Tax	28,000.00	31,795.41	-3,795.41
County Road Tax	2,200.00	2,246.47	-46.47
Accident Reports	150.00	91.75	58.25
Fire Dept Townships	34,000.00	34,580.81	-580.81
BIA/SWST Fire Dept	0.00	0.00	0.00
Fire Dept Ins Co & Individual Pmts	2,500.00	4,550.00	-2,050.00
Hwy & Street	500.00	1,596.80	-1,096.80
Recreation	15,000.00	15,503.77	-503.77
Library Card Fees	500.00	858.99	-358.99
AV Gas (Airport)	15,000.00	24,946.26	-9,946.26
Fines	500.00	142.39	357.61
Dog Keeping	400.00	292.50	107.50
Interest	300,000.00	646,329.87	-346,329.87
Interest - SEDC Land Loan	0.00	2,940.54	-2,940.54
Rentals	35,000.00	26,713.90	8,286.10
Rubble Site Charge	150.00	450.00	-300.00
Private Donations	6,550.00	40,900.00	-34,350.00
Cable TV Franchise Fee	20,000.00	13,314.58	6,685.42
Other Miscellaneous Revenue	35,000.00	41,764.09	-6,764.09
Dividend Income	0.00	0.00	0.00
Sale of General Fixed Assets	0.00	26,000.00	-26,000.00
Compensation for loss-ins. proceeds	0.00	0.00	0.00
<u>Operating Transfers In</u>	<u>200,000.00</u>	<u>0.00</u>	<u>200,000.00</u>
Total General Fund	3,109,630.00	3,181,225.42	-71,595.42
Liquor, Lodging & Dining Sales Tax	85,000.00	89,478.00	-4,478.00
Liquor	1,427,000.00	1,389,222.21	37,777.79
Water	580,000.00	550,339.67	29,660.33
Sewer	602,000.00	495,451.31	106,548.69
Sanitation	364,000.00	382,688.11	-18,688.11
<b>Total City Funds</b>	<b>6,167,630.00</b>	<b>6,088,404.72</b>	<b>79,225.28</b>

## Expenditures - December 2024

	<u>Appropriation</u>	<u>YTD Expense</u>	<u>Balance</u>
<b>General Fund</b>			
Legislative	55,850.00	37,086.43	18,763.57
Contingency	54,500.00	0.00	54,500.00
Executive	12,700.00	10,499.17	2,200.83
Elections	2,000.00	16.16	1,983.84
Legal	17,500.00	11,002.50	6,497.50
Finance Office	101,650.00	95,653.95	5,996.05
Financial Administration	68,000.00	65,143.67	2,856.33
General Government Building	84,250.00	70,077.43	14,172.57
Police	847,850.00	815,542.15	32,307.85
Fire	257,800.00	206,675.97	51,124.03
Street Department	827,700.00	443,494.61	384,205.39
Snow Removal	139,600.00	83,465.36	56,134.64
Street Lighting	55,000.00	31,001.59	23,998.41
Street Cleaning	10,000.00	3,214.15	6,785.85
Airport	147,500.00	59,523.96	87,976.04
Health	32,530.00	27,591.30	4,938.70
Recreation	117,000.00	109,346.88	7,653.12
Parks	29,850.00	21,482.01	8,367.99
Library	189,325.00	165,542.01	23,782.99
Economic Development	53,200.00	48,200.00	5,000.00
Capital Outlay	<u>100,000.00</u>	<u>0.00</u>	<u>100,000.00</u>
Total General Fund	3,203,805.00	2,304,559.30	899,245.70
<b>Special Revenue Fund-Promotion</b>	100,000.00	81,768.70	18,231.30
<b>Enterprise Funds</b>			
Liquor	1,397,300.00	1,158,399.36	238,900.64
Water	359,300.00	530,813.06	-171,513.06
Sewer	200,300.00	133,563.65	66,736.35
Garbage	359,100.00	532,849.60	-173,749.60
<b>Total City Funds</b>	<b>5,619,805.00</b>	<b>4,741,953.67</b>	<b>877,851.33</b>

**City of Sisseton  
Cash Fund Balance  
December 2024**

Cash by Fund

General Fund	8,962,615.59
Lodging & Dining Sales Tax Fund	354,011.94
Liquor Fund	1,305,530.54
Liquor Fund - Change	900.00
Water Fund	1,567,969.93
Water Fund - Change	200.00
Sewer Fund	3,634,510.79
<u>Garbage Fund</u>	<u>275,377.23</u>
<b>Total</b>	<b>16,101,116.02</b>

Bank Reconciliation

Checking Account First Savings Bank	2,568,154.43
FIT GCR Acct	11,812,012.25
Coteau Valley FCU	273.79
Coteau Valley FCU CD 1/16/25	627,116.54
Dacotah Bank CD 7/23/25	529,752.97
First Savings Bank CD 1/17/25	500,000.00
First Savings Bank - Library Trust	62,706.04
<u>Change Fund</u>	<u>1,100.00</u>
<b>Cash Balance</b>	<b>16,101,116.02</b>

**Publish: December 31, 2024**

**CITY OF SISSETON  
NOTICE OF PUBLIC HEARING BY THE BOARD OF ADJUSTMENT  
ON A PROPOSED CONDITIONAL USE PERMIT**

Notice is hereby given that a Public Hearing will be held on Monday, January 13, 2025 at 7:00 p.m. in the City Council Room at City Hall 406 2<sup>nd</sup> Ave. West, Sisseton, SD to consider the following proposed conditional use permit:

1. Permit No. 2024-43 submitted by Shaun Hofer for a conditional use permit. The request, if granted, would permit the applicant to use the following property: Lot 8 in Block 12 of Cedar Heights Addition, City of Sisseton, SD in the following manner: Multiple Family Dwelling (Duplex).

All persons interested therein may appear and be heard before the Board of Adjustment at said hearing or may file written comments with the Finance Officer, 406 2<sup>nd</sup> Ave. West, Sisseton, SD 57262, prior to said hearing.

Dated this 23<sup>rd</sup> day of December, 2024 at Sisseton, South Dakota.

Amber Kemnitz  
Finance Officer





## Independent Contractor Agreement

This Independent Contractor Agreement (“Agreement”) is made and entered into on the date on the signature page below, by and between Joel Johnson, President of Code Enforcement Specialists, LLC (“CONTRACTOR”) (“Contractor”) and the City of \_\_\_\_\_ (the “City”), a municipality located in \_\_\_\_\_ County, South Dakota. Collectively, Contractor and the City are referred to as the “parties.”

**1. PURPOSE.** The purpose of this Agreement is to outline the duties of both parties relating to inspection and enforcement of the City’s Ordinances.

**1.1 Independent Contractor.** The parties to this Agreement agree that Contractor is an independent contractor. Contractor works exclusively for himself. While performing services hereunder, Contractor is an independent contractor and not an officer, agent, or employee of the City. Contractor will: (1) realize a profit or loss based on the success of his work performance; (2) work when he chooses and for whom he chooses, in addition to the City; (3) provide his own supplies and equipment; (4) significantly invest in his facilities or equipment used for work and; (5) keep his services available to other municipalities and the public at large. The City will not insulate the loss incurred nor restrict the amount of gain Contractor receives, hire the Contractor for an ongoing or indefinite period, instruct the Contractor on how to perform his work other than through enforcement of this Agreement, require Contractor to work on a regular basis, provide equipment and supplies to Contractor, and limit Contractor from having an ongoing business of his own. This Agreement shall be in no way construed to create an employer-employee relationship between Contractor and the City.

**2. SCOPE OF WORK.** Contractor agrees to provide to the City, in a competent, professional, and workmanlike manner, the following services:

**2.1 Ordinance Review.** Contractor will review the City’s ordinances and any amendments thereto occurring during the term of this contract which affect the City’s nuisance codes related to property maintenance. Contractor may review the City’s other ordinances if he is requested to do so. After reviewing the City’s ordinances, Contractor may recommend that the City alter or adopt ordinances to reflect the most recent Edition of the International Property Maintenance Code.

**2.2 Inspection.** Contractor will inspect properties located within the City’s corporate limits and boundary areas to identify code violations that relate to property maintenance issues, property value enhancement, residential and commercial construction issues, and ensuring residents of the City adhere to the most recent Edition of the International Property Maintenance Code, other requirements as codified in the City’s nuisance ordinances, and other ordinances related to property maintenance. Property maintenance issues include, but are not necessarily limited to: proper maintenance of building exteriors for commercial and residential properties, ensuring properties meet the City’s ordinances related to property maintenance, ensuring any residential improvements comply with the City’s ordinances, and any other Ordinances which the City requests that Contractor enforce. Contractor shall prevent and help remedy violations of the City’s nuisance ordinances or parts of the most recent Edition of the International Property Maintenance Code in accordance with the section below.

**2.3 Assistance With Violations.** Contractor shall document the violation through photographs and written reports and keep a file on properties which have property

maintenance issues or otherwise violate the City's ordinances or parts of the most recent Edition of the International Property Maintenance Code. After documenting the violation, the Contractor shall report the violation to the City or appropriate state authorities and assist as needed on an on-going basis.

3. **COMPLETION OF WORK.** Contractor shall commence work on a date and time agreed upon by the City and will complete work in a timely and efficient manner that is to the satisfaction of the City.
4. **COMPENSATION PROCEDURES.** City shall place a retainer in the sum of \$1,500.00 with CONTRACTOR annually. The hourly rates for work performed by Contractor shall not exceed \$ 75.00 per hour, which is in addition to mileage (at \$ .67/mile) and reimbursement for actual expenses (rooms, meals, postage, etc.). If the work performed is in excess of \$1,500.00 annually, then and in that event, City agrees to pay invoices submitted by Contractor in a timely manner after the receipt of the invoice. In the event Contractor does not meet the \$ 1,500.00 retainer, any excess will be carried over to the next year or will be refunded at the request of the City.
5. **NON-ASSIGNABILITY.** Both parties recognize that this contract is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other.
6. **TERM OF AGREEMENT.** This agreement shall be for a period of one year from the date of the execution of the Agreement. The parties may mutually agree to renew this Agreement by letter agreement to continue under the same terms. All notices shall be given in writing addressed to the other party. No fees shall be earned after the effective date of the termination. Upon any termination, all finished or unfinished document, data, studies, surveys, drawings, maps, models, photographs, reports, or other material prepared by Contractor pursuant to this Agreement shall become the property of the City.
7. **TERMINATION.** The City and Contractor agree this Agreement can be terminated as follows:
  - 7.1 Generally. This Agreement may be terminated by either party hereto upon sixty (60) days written notice.
  - 7.2 Expiration of Term of Contract. This Agreement is terminated upon expiration of the one-year contract term and the failure of the parties to renew this Agreement by the provision in Paragraph 6.
8. **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool from and against all liability, claims, and demands on account of injury, loss or damage which arise out of or are in any manner, connected with this contract or the scope of work.
9. **INSURANCE.** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage, shown by a Certificate of Insurance, the types and with limits as follows:
  - 9.1 Commercial General Liability Insurance. The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$ 1,000,000.00 for each occurrence. If such insurance contains a general aggregate

limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

9.2 Professional Liability Insurance or Miscellaneous Professional Liability Insurance. The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

9.3 Business Automobile Liability Insurance. The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

9.4 Worker's Compensation Insurance. The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

9.5 Proof of Insurance. Before beginning work under this Agreement, Contractor shall furnish the City with properly executed Certificates of Insurance which shall clearly evidence maintenance of the foregoing types of insurance required by this Agreement, if requested by City. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide notice to the City and provide a new Certificate of Insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the City.

10. **OWNERSHIP OF WORK PRODUCT GENERATED.** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the City by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the City and will not be used in any way by the Contractor without the express written consent of the City.

11. **WAIVER.** No term, covenant, or condition of this Agreement can be waived except by the written consent of the Client, and forbearance or indulgence by the Client in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Contractor until complete performance by Contractor of this Agreement, the City shall be entitled to invoke any remedy available to it under this Agreement by law despite any such forbearance or indulgence.

12. **CHOICE OF LAW AND VENUE.** The terms of this Agreement shall be interpreted according to the laws of the State of South Dakota. The parties agree any legal dispute arising between the parties regarding this Agreement shall be venued in Gregory County, Sixth Judicial Circuit, South Dakota.

13. **NOTICE.** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth on the signature page below. Notice shall be given by and to City Council or, \_\_\_\_\_, on behalf of the City, and by and to Contractor on his own behalf, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail.

14. **COMPLIANCE.** Contractor will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will solely be responsible for obtaining current information on such requirements.
15. **REPORT OF INJURY.** Contractor agrees to report to the City any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Contractor, or the City or its officers, agents or employees to liability. Consultant shall report any such event to the City immediately upon discovery.
16. **COMPLETENESS OF AGREEMENT.** It is expressly agreed that this Agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing. Any additions, changes, or modifications to this Agreement upon execution must be in writing and signed by both parties.
17. **ENFORCEMENT AND ATTORNEY'S FEES.** If either party breaches this Agreement, the non-breaching party may seek all available equitable and legal remedies including, but not limited to: specific performance and damages. The breaching party shall pay all reasonable attorney's fees incurred by the non-breaching party seeking enforcement of the terms of this Agreement or damages arising from this Agreement.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement.

Code Enforcement Specialists, LLC ("Contractor")

Dated: \_\_\_\_\_

BY: Joel Johnson, President  
 PO Box 125  
 Burke, SD 57523

City of \_\_\_\_\_, a Municipal Corporation

Dated: \_\_\_\_\_

BY: Authorized Client Signature / Title

Print Name

Mailing Address:

City/State/Zip Code:

**NOTICE OF VACANCY  
MUNICIPALITY OF SISSETON**

The following offices will become vacant due to the expiration of the present term of the elective officer:

Mayor,	2 year term
Ward 1 Alderman,	2 year term
Ward 2 Alderman,	2 year term
Ward 3 Alderman,	2 year term

Circulation of nominating petitions may begin on January 31, 2025 and petitions may be filed in the office of the finance officer located at 406 2<sup>nd</sup> Ave W Sisseton, SD between the hours of 8:00 a.m. – noon and 1:00 p.m. – 5:00 p.m. central time not later than the 28<sup>th</sup> day of February, 2025 or mailed by registered mail not later than the 28<sup>th</sup> day of February, 2025, at 5:00 p.m. central time.

Amber Kemnitz  
Finance Officer

Publish: January 21, 2025  
January 28, 2025