

**CITY OF SISSETON  
COUNCIL MEETING AGENDA  
October 15, 2024  
Sisseton City Hall – 6:30 p.m.**

1. Call to Order
2. Adopt Agenda
3. Minutes – September 9 & 23, 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. Sale of Surplus Property
8. Visitors:
  - a.
9. Travel Approval:
  - a.
10. Old Business:
  - a.
11. New Business:
  - a. Hire Streets/Sanitation/Zoning Director
  - b. Authorize purchase of V-Plow for Water/Sewer Dept.
  - c. Authorize bid solicitation for One-Way Snow Plow for Street Dept.
  - d. Authorize Mayor to sign Streetlight Easement Agreement
12. Ordinances and Resolutions:
  - a. Resolution 2024-8: Capital Outlay
  - b. Resolution 2024-9: Transfer
  - c. Resolution 2024-10: Special Assessments
13. Information/Discussion Items:
  - a. Baseball Complex Lighting Project
14. Executive Session SDCL 1-25-2 (3) Legal
15. City Attorney Report
16. Mayor/Council Member Reports
17. Such Additional Items Which May properly come before the Council
18. 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: 812 7472 5924  
Passcode: 215521

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 9, 2024 at 6:30 p.m.

**Members Present:** Mayor Jaspers, Alderwoman Randolph, Aldermen Just & Stapleton. Alderman Solberg was present via zoom. Alderwoman Appel and Alderman German were absent.

**Others Present:** Amber Kemnitz, Ellen Lekness, Jim Croymans, Gary Spencer, Jason Deutsch, Nicholas Blaske, Markus Tracy, Randy & Shelly Peterson.

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

**Minutes:** Randolph moved and Stapleton seconded to approve the August 12 & 26, 2024 minutes. All voted aye.

**Agenda:** Mayor Jaspers asked for an amendment to the agenda to include acceptance of street department employee resignation. Just moved and Randolph seconded to approve agenda as amended. All voted aye.

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

**Liquor:** Lekness presented the August 2024 liquor report.

**Police:** Croymans reported on police department. Positive feedback has been received on portable speed bump used in areas of concern. A request was received to install a 4-way stop sign at the corner of Walnut St. and 3<sup>rd</sup> Ave. W. due to school bus route. Council was in agreement to contact property owner regarding hazard at corner due to overgrown trees and bushes.

**Street:** Mayor Jaspers informed Council that contractors were in town to do street patching and will be back within the next week to begin chip seal on Veterans Ave. and the NE section of town. City crew will be doing additional patching throughout town.

**Water/Sewer:** Spencer reported on water & sewer departments informing Council of water service repair projects. Helms & Associates were in town and visited the treatment plant.

**Building Permits:** Council received a list of the following approved building permits: 2024-11 C.Hills, 2024-28 K.Donahue, 2024-29 Sisseton School District, 2024-30 C.Baus, 2024-31 D.Boyd, 2024-32 SWO Warming Shelter.

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

**Visitors:** Nicholas Blaske & Markus Tracy addressed Council with plans to develop the old Senior Center space into a Unity Plaza. Discussion took place regarding fundraising plans and

possibility of transfer of ownership of the property to the City. Council was in agreement that if a non-profit organization will take on the project, the city will match fundraising of up to \$50,000.00. No formal action was taken by the Council.

**Travel:** Just moved and Stapleton seconded to approve travel for elected officials and staff to attend the SDML Annual Conference in Sioux Falls, SD on October 8-11, 2024 All voted aye. Randolph moved and Just seconded to approve travel for Michael Sutton to attend ARWS/DANR Operator Certification Training in Mitchell, SD on October 24, 2024. All voted aye.

**Street Department Resignation:** Stapleton moved and Just seconded to accept resignation from Joseph Richardson effective August 26, 2024. All voted aye.

**FAA Airport Grant Pre-Applications:** Randolph moved and Stapleton seconded to authorize Mayor Jaspers to sign AIP & BIL pre-applications for airport hangar taxilane reconstruction and parking lot improvement project. All voted aye.

**Resolution 2024-7:** Just moved and Solberg seconded to approve Resolution 2024-7 as follows: WHEREAS Initiated Measure 28 was certified for the November 2024 General Election Ballot by the South Dakota Secretary of State;

WHEREAS Initiated Measure 28, if passed, would remove state, municipal and tribal taxes on all items sold for human consumption except alcohol and prepared food;

WHEREAS “human consumption” is undefined in South Dakota Codified Law or the South Dakota Constitution. Black’s Law Dictionary defines “consumption” as “the act of destroying a thing by using it; the use of a thing in a way that exhausts it.”;

WHEREAS South Dakota Codified Law 34-45-1(7) defines tobacco products as “any item made of tobacco intended for human consumption, including cigarettes, cigars, pipe tobacco, and smokeless tobacco, and vapor products as defined in § 34-46-20.”;

WHEREAS South Dakota Codified Law 10-52-2 allows incorporated municipalities to impose a tax on the sale, use, storage and consumption of items that conform in all respects to the state tax on such items up to two percent;

WHEREAS the Attorney General’s explanation of the measure states legislative or judicial clarification would be needed if the measure passes;

WHEREAS The City of Sisseton levies a two-percent sales tax and collected \$1,417,685.63 in the 2023 fiscal year and \$846,465.86 year-to-date in the 2024 fiscal year;

WHEREAS The City of Sisseton estimates annual lost revenue of \$316,000.00 unless Initiated Measure 28 is rejected by voters in South Dakota.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Sisseton, that Initiated Measure 28 would negatively impact the municipal budget in our community.

Dated this 9<sup>th</sup> day of September 2024  
All voted aye.

**Ordinance 702:** Randolph moved and Just seconded to approve the second reading & adoption of Ordinance 702 the 2025 appropriation ordinance. Upon roll call vote, voting aye were Just, Stapleton, Solberg and Randolph. Appel & German were absent. Motion carried.

Information & Discussion: Regular October City Council meeting will be held on Tuesday, October 15, 2024.

Public Comment: None

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

Mayor/Council Reports: Mayor Jaspers informed Council of an option to use Purple Wave, an online equipment auction site to sell the 2011 Leeboy Loader that has been declared surplus. Council was in agreement to utilize Purple Wave to list the 2011 Leeboy.

**Adjourn:** Stapleton moved and Randolph seconded to adjourn. All voted aye. Meeting adjourned at 7:55 p.m.

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Amber Kemnitz, Finance Officer

The City Council for the City of Sisseton met in special session on Monday, September 23, 2024 at 5:30 p.m.

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

Others Present: Amber Kemnitz, Ellen Lekness, Jason Deutsch

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

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

**Hire Liquor Store Employees:** Stapleton moved and Appel seconded to hire Nicholas Blaske as temporary liquor store clerk at a wage rate of \$17.00/hour and Randy Lekness as a temporary liquor store assistant at a wage rate of \$17.00/hour to fill in and assist manager while she recovers from a medical procedure. All voted aye.

**Adjourn:** Just moved and Randolph seconded to adjourn. All voted aye. Meeting adjourned at 5:35 p.m.

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Amber Kemnitz, Finance Officer

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

Liquor Store Deposits	112,542.41
Less Sales Tax	-7,524.42
Gross Liquor Store Sales	105,017.99
Opening Inventory	178,582.25
Purchases	74,969.29
Total Merchandise	253,551.54
Closing Inventory	-177,808.90
Cost of merchandise for sale	75,742.64
Liquor Store Profit	29,275.35
Less Expenses	-18,552.29
<b>Net Liquor Store Profit</b>	<b>10,723.06</b>

10% tax on clubs

End Zone	468.45
Rosalie's	218.40
Taco's El Bajio	11.96
Doubletree Gallery	0.00
Dollar General	407.95
Family Dollar	363.35
Holiday	949.14
Hwy 10 Casino	45.48
K&K	1,154.17
Pizza Hut	27.14
Stillsons	639.62
The Soiree'	0.00
Hills & Valley Riding Club	22.35
<b>Total</b>	<b>4,308.01</b>

Other Expenses

Salaries	11,461.33
FICA	860.32
Retirement	553.48
Work Comp	0.00
Group Insurance	1,641.35
Unemployment Insurance	0.00
Insurance/Prof Services	0.00
Repair	805.86
Supplies	2,325.10
Equipment	0.00
Utilities	904.85
Total Expense	18,552.29

Breakdown - Liquor Store Deposits

Beer	43,486.22
Whiskey	53,224.65
Wine	4,834.47
Pop/Miscellaneous	2,096.34
Tobacco	1,109.46
Ice	253.80
<b>Total</b>	<b>105,004.94</b>

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

**15,031.07**

# Sisseton Police Dept. 2024 Totals

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Yearly Total
Accidents	2	2	0	1	3	3	2	0	2	0	0	0	15
Assaults	6	6	3	2	10	8	3	3	12	0	0	0	53
DUI	4	3	2	6	4	6	5	4	2	0	0	0	36
Underage Consumption	0	2	0	1	6	10	6	2	4	0	0	0	31
Drug Violations	7	3	8	7	22	12	38	8	22	0	0	0	127
Disorderly Conduct	3	10	7	3	4	6	7	3	5	0	0	0	48
Theft	3	7	4	3	15	4	6	1	8	0	0	0	51
Vandalism	1	0	0	2	3	3	7	6	5	0	0	0	27
Misc (Tickets)	48	77	75	102	91	80	83	74	92	0	0	0	722
Arrests	20	33	20	28	32	30	34	19	25	0	0	0	241
Curfew	0	0	0	0	0	0	0	0	0	0	0	0	0
Warning Tickets	38	69	58	73	37	45	50	63	35	0	0	0	468
Monthly Total	132	212	177	228	227	207	241	183	212	0	0	0	1819



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

Balance last report		15,817,945.96
Receipts this month		
Property Tax	4,799.66	
Sales Tax	86,107.72	
Amusement Tax	0.00	
Building Permits	160.00	
Peddler/Pawnshop License	0.00	
Dog License	41.00	
Liquor/Malt Bev/Cannabis License	0.00	
Video Lottery License	0.00	
State/Federal Grants	1,003.73	
State/County Shared Revenue	0.00	
Bank Franchise	0.00	
Motor Vehicle License	3,097.88	
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	700.00	
Hwy & Street	0.00	
Library/Recreation Fees	0.00	
Av Gas sales	4,855.68	
Fines	45.00	
Interest	57,433.33	
Rentals	8,802.00	
Rubble Site Charges	0.00	
Cable TV Franchise	0.00	
Private Donation	0.00	
Miscellaneous (Includes pmt for SRO)	10,411.91	
Sale of Fixed Assets	0.00	
Compensation for loss-insurance proceeds	0.00	
Note Receivable (SEDC Land Loan)	0.00	
Third Cent Sales Tax	5,544.79	
Other Misc Rev	0.00	
Liquor Sales	105,017.99	
Sales Tax	7,524.42	
Operating Agreements	196.00	
10% Beverage Mark Up	4,839.53	
Other Liquor Revenue	0.00	
Utility receipts	119,179.94	
Bulk Water	0.00	
Water Supplies	1,404.92	
Water - Rent	0.00	
Sales Tax	0.00	
Sewer - Land Rent	0.00	
Solid Waste - Other Revenue	0.00	
Total Receipts		421,169.50
Total Expense		<u>316,142.72</u>
Cash Balance End of Month		<b>15,922,972.74</b>

Respectfully Submitted by Amber Kemnitz, Finance Officer

**Revenue - September 2024**

	<u>Anticipated</u>	<u>YTD Revenue</u>	<u>Balance</u>
<b>General Fund</b>			
Property Tax	775,000.00	460,215.65	314,784.35
Sales Tax	1,400,000.00	932,573.58	467,426.42
Amusement Tax	0.00	0.00	0.00
Building Permits	1,000.00	1,190.00	-190.00
Pawnshop License	200.00	200.00	0.00
Peddler License	100.00	0.00	100.00
Dog License	350.00	289.00	61.00
Liquor & Malt Beverage License	7,000.00	3,950.00	3,050.00
Cannabis License	5,000.00	0.00	5,000.00
Video Lottery Fees	3,500.00	3,250.00	250.00
Federal Grants	0.00	75,617.72	-75,617.72
State Grants	0.00	33,300.00	-33,300.00
Bank Franchise Fee	9,000.00	17,511.94	-8,511.94
Liquor Tax Reversion	16,000.00	7,813.05	8,186.95
Motor Vehicle License	35,000.00	25,356.56	9,643.44
Local Hwy/Bridge Fund	70,000.00	39,289.74	30,710.26
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	75.75	74.25
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	3,300.00	-800.00
Hwy & Street	500.00	150.00	350.00
Recreation	15,000.00	15,503.77	-503.77
Library Card Fees	500.00	562.38	-62.38
AV Gas (Airport)	15,000.00	20,527.51	-5,527.51
Fines	500.00	142.39	357.61
Dog Keeping	400.00	292.50	107.50
Interest	300,000.00	493,496.38	-193,496.38
Rentals	35,000.00	25,288.90	9,711.10
Rubble Site Charge	150.00	450.00	-300.00
Private Donations	0.00	40,100.00	-40,100.00
Cable TV Franchise Fee	20,000.00	8,929.42	11,070.58
Other Miscellaneous Revenue	35,000.00	29,609.95	5,390.05
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>200,000.00</u>	<u>0.00</u>	<u>200,000.00</u>
Total General Fund	3,011,050.00	2,311,762.54	699,287.46
Liquor, Lodging & Dining Sales Tax	85,000.00	64,104.57	20,895.43
Liquor	1,427,000.00	1,025,883.98	401,116.02
Water	580,000.00	414,646.28	165,353.72
Sewer	602,000.00	369,214.22	232,785.78
Sanitation	364,000.00	280,802.79	83,197.21
<b>Total City Funds</b>	<b>6,069,050.00</b>	<b>4,466,414.38</b>	<b>1,602,635.62</b>

## Expenditures - September 2024

	<u>Appropriation</u>	<u>YTD Expense</u>	<u>Balance</u>
<b>General Fund</b>			
Legislative	55,850.00	30,003.39	25,846.61
Contingency	100,000.00	0.00	100,000.00
Executive	12,700.00	8,324.64	4,375.36
Elections	2,000.00	16.16	1,983.84
Legal	14,000.00	8,478.75	5,521.25
Finance Office	101,650.00	72,145.71	29,504.29
Financial Administration	56,000.00	0.00	56,000.00
General Government Building	74,250.00	60,440.36	13,809.64
Police	748,450.00	609,998.85	138,451.15
Fire	257,800.00	91,134.84	166,665.16
Street Department	827,700.00	140,515.43	687,184.57
Snow Removal	139,600.00	35,680.34	103,919.66
Street Lighting	55,000.00	22,836.56	32,163.44
Street Cleaning	10,000.00	1,795.07	8,204.93
Airport	147,500.00	46,074.49	101,425.51
Health	18,000.00	25,106.45	-7,106.45
Recreation	84,500.00	97,122.42	-12,622.42
Parks	29,850.00	17,568.56	12,281.44
Library	184,075.00	121,875.22	62,199.78
Economic Development	53,200.00	43,200.00	10,000.00
Capital Outlay	<u>100,000.00</u>	<u>0.00</u>	<u>100,000.00</u>
Total General Fund	3,072,125.00	1,432,317.24	1,639,807.76
<b>Special Revenue Fund-Promotion</b>	85,000.00	66,249.73	18,750.27
<b>Enterprise Funds</b>			
Liquor	1,397,300.00	824,427.17	572,872.83
Water	359,300.00	422,583.06	-63,283.06
Sewer	200,300.00	95,140.42	105,159.58
Garbage	359,100.00	446,701.73	-87,601.73
<b>Total City Funds</b>	<b>5,473,125.00</b>	<b>3,287,419.35</b>	<b>2,185,705.65</b>

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

Cash by Fund

General Fund	8,955,622.03
Lodging & Dining Sales Tax Fund	344,157.48
Liquor Fund	1,274,741.77
Liquor Fund - Change	900.00
Water Fund	1,534,230.62
Water Fund - Change	200.00
Sewer Fund	3,546,328.19
<u>Garbage Fund</u>	<u>266,792.65</u>
<b>Total</b>	<b>15,922,972.74</b>

Bank Reconciliation

Checking Account First Savings Bank	2,526,986.21
FIT GCR Acct	11,682,456.68
Coteau Valley FCU	273.69
Coteau Valley FCU CD 1/16/25	619,697.15
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>15,922,972.74</b>

Publish: October 1, 2024  
October 8, 2024

### **NOTICE OF SALE OF SURPLUS PROPERTY**

Notice is hereby given that the City Council for the City of Sisseton has declared the following equipment to be no longer necessary for the public benefit and surplus:

Equipment Description

2005 Chevy Pickup  
1996 Case Backhoe  
2009 Sterling Garbage Truck  
2001 Woods Batwing Mower  
1973 Massey Ferguson Tractor with Broom

This equipment shall be offered for sale to the public, by sealed bid, at a public sale on Tuesday, October 15, 2024 in the Community Room, City Hall, 406 2<sup>nd</sup> Ave. West, Sisseton, SD at 7:00 p.m.

Equipment Description

2011 Leeboy Snow Loader

This equipment shall be offered for sale to the public, through online auction site: [purplewave.com](http://purplewave.com) Auction will open on September 30, 2024 and close on November 5, 2024.

For information on equipment contact City Hall: 605-698-3391

Dated this 26<sup>th</sup> day of September, 2024  
Amber Kemnitz  
Municipal Finance Officer

# Torsion-Trip V Plow 9500 Series



Contact us 800-433-5620  
today: [hiniker@hiniker.com](mailto:hiniker@hiniker.com)

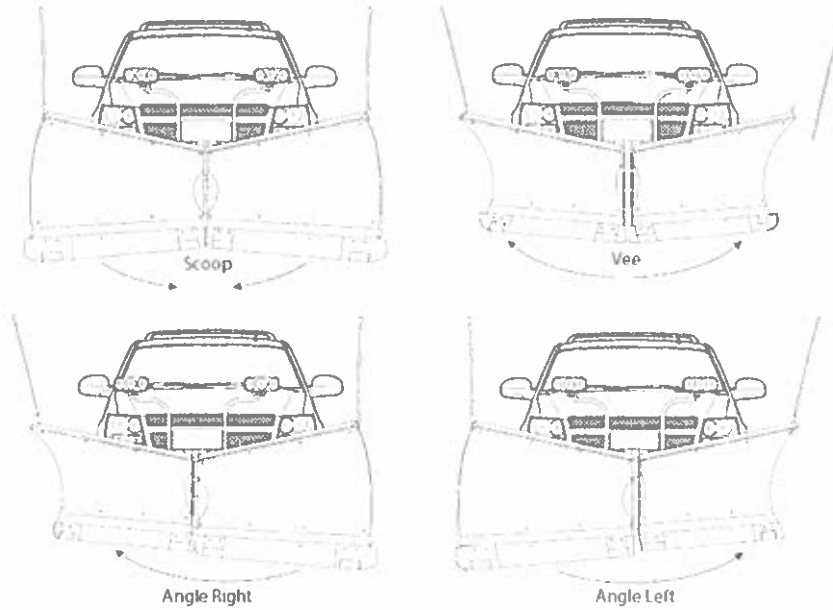


## Features and Benefits:

- Optional LED or Halogen headlights.
- Moldboards flare out from 30" high at center to 37" (8 1/2' plow) or 38" (9 1/2' plow). The high curve corrosion-proof and dent-resistant HDPE plow surface reduces friction for better snow flow resulting in more efficient plowing.
- Top-quality design, construction, and components in a contractor-duty plow.
- Simple, reliable torsion-trip edge provides independent protection to each plow wing.



The Hiniker 9500 Series Torsion-Trip V-Plows offer the versatility that only a V-Plow can, along with the strength and operator convenience that you've come to expect from Hiniker. Deep-curl flared wings cast deep snow farther and higher, while providing more scoop capacity than ever.



**Optional Accessories:**

- Skid Shoes
- Snow Deflectors

# Specifications

MODEL	9585	9595
Blade Width	8 1/2'	9 1/2'
Cutting Widths	V-Position	93"
	Scoop	84"
	Straight	102"
	30° angle	88"
Blade Height	30-37"	30-38"
Torsion-Trip Springs	6	6
Weight (plow only)	797 lbs	830 lbs



400007101  
 FIRST CALL AUTO PARTS INC  
 1125 SD HWY 10  
 www.napaonline.com  
 SISSETON, SD 57262  
 (605) 698-3432

# QUOTE

Date : 10/08/2024

Time : 10:35

Page : 1 / 1

Order # 241735

Quote For

588  
 City Of Sisseton  
 406 2ND AVE W  
 Sisseton, SD 57262

Quote By

Quote By : 16 , Will  
 Sales Rep : 0 , Salesman  
 Quote Date : 10/08/2024  
 Quote : 2191

Part Number	Line	Description	Quantity	Price	Net	Total	Taxable
9585	HIN	8.5 v-plow price includes installation	1.00	0.00	11700.0	11,700.00	

**\*\* Prices and Taxes Subject to Change Without Notice \*\***

Attention :

PO# :

Subtotal	11,700.00
( Taxes and fees not included in Quote Total )	
Subtotal	11,700.00

THIS DOCUMENT PREPARED BY:  
DELANEY, NIELSEN & SANNES, P.C.  
520 2<sup>nd</sup> Avenue East  
PO Box 9  
Sisseton, South Dakota 57262  
Phone: 605-698-7084

**STREETLIGHT  
EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made and entered into this \_\_\_\_ day of October 2024, by and between:

**KKA Investments, LLC**, of 5354 42<sup>nd</sup> Street S, Suite A., Fargo, North Dakota 58104  
(hereinafter referred to as “GRANTOR”), and

**The City of Sisseton**, a municipal corporation, of 406 2<sup>nd</sup> Avenue West, Sisseton, South Dakota 57262  
(hereinafter referred to as “CITY/GRANTEE”).

The parties agreeing as follows:

1. That GRANTOR is the owner of the following described real property, to-wit:  
  
**Lot 2 of the Plat of Lot 1 and 2, KKA Investments Second Subdivision in the Northwest Quarter of the Northeast Quarter of Section 34, Township 126 North, Range 51 West of the 5<sup>th</sup> P.M., in the City of Sisseton, Roberts County, South Dakota.**
2. That CITY/GRANTEE now has located on the above described real property a certain street light, light pole, and related utility improvements without the benefit of an easement.

WHEREAS, CITY/GRANTEE wishes to obtain an easement from GRANTOR to allow for the continued existence, location, maintenance and replacement of said streetlight, light pole and related utilities above described.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, and in further consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. GRANTOR hereby grants to CITY/GRANTEE the following easement:

The right to erect and maintain the existing streetlight and light pole with all necessary wires and fixtures thereon, and to keep them free from foliage, across a portion of the above-described real property belonging to GRANTOR, more particularly described as follows:

A strip of land 10 feet in width running east and west along and adjacent to the north property line of GRANTOR'S above described real property

(herein the "easement right-of-way").

It is understood that the employees and or agents of CITY/GRANTEE shall, when necessary, have access to the above described easement right-of-way and the streetlight, light pole, and related wires and fixtures on said easement right-of-way for the sole purpose of maintenance, repairs and replacement of said streetlight, light pole and related wires and fixtures provided CITY/GRANTEE shall indemnify and hold GRANTOR harmless from and against any and all damages that may be done to the above described property of GRANTOR.

2. GRANTOR and CITY/GRANTEE agree that this Easement Agreement shall be perpetual and shall run with the land and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.
3. TERMINATION AND AMENDMENT. This Easement Agreement shall not be terminated or amended except by the express written agreement of the parties hereto, or the heirs, legal representatives, successors and assigns of the parties hereto.
4. NO WARRANTY OF TITLE. This easement grant is without warranty of title and is subject to all prior liens, encumbrances, easements, restrictions, reservations and rights of way affecting the parties' property.
5. GENERAL PROVISIONS. The following general provisions apply to this Agreement:
  - 5.1 Amendments. This Agreement may not be amended or modified except by a writing signed by all parties hereto, or the heirs, legal representatives, successors and assigns of the parties hereto.
  - 5.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
  - 5.3 Captions and Catchlines. Captions and catchlines are intended solely as aids to convenient reference, and no inference as to the intent of the parties with respect

to any provision of this Agreement may be drawn from them.

- 5.4 Entire Agreement; Merger; Inducement. This document constitutes the entire agreement between the parties. Course of dealing, course of performance, trade usages, or parol evidence may not be used to modify this Agreement. Neither party shall be bound by any terms, conditions, statements, or representations, whether oral or written, not contained herein. All previous negotiations, statements, and preliminary documents by the parties or their representatives are merged in this Agreement. Each party hereby acknowledges that in executing this Agreement he has not been induced, persuaded, or motivated by any promise or representations made by the other party, unless expressly set forth herein.
- 5.5 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of South Dakota.
- 5.6 Grammatical Usages. In this Agreement, the word “may” is used to indicate that an action either is authorized or is permitted, the word “shall” is used to indicate that an action is both authorized and required, and the phrase “may not” is used to indicate that an action is both unauthorized and forbidden.
- 5.7 Time. Time is of the essence.

All parties by signing below, acknowledge that they have had an opportunity to consult with such advisors, legal or otherwise, as they each deem necessary and appropriate.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

[Remainder of Page Intentionally Left Blank]

KKA Investments, LLC

\_\_\_\_\_  
Pam Steen, Member

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS

ON THIS, the \_\_\_ day of October 2024, before me, the undersigned officer, personally appeared Pam Steen who acknowledged herself to be a member of KKA Investments, LLC and that she, as such member being authorized so to do, executed the foregoing document by signing the name of the limited liability company by herself as member.

IN WITNESS thereof, I have affixed my hand and seal.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

CITY OF SISSETON

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

ATTEST:

\_\_\_\_\_  
City Finance Officer

STATE OF SOUTH DAKOTA     )  
COUNTY OF ROBERTS        )SS

On this the \_\_\_\_ day of October 2024, before me, the undersigned officer, personally appeared Terry Jaspers, who acknowledged himself to be the Mayor of the City of Sisseton, South Dakota, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Terry Jaspers by himself as Mayor.

In witness whereof, I hereunto set my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## Resolution 2024-8

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 2024 Appropriation Ordinance:

Street Dept Equipment	\$30,000.00
Police Dept Equipment	\$30,000.00
Fire Dept Equipment	\$40,000.00

Dated at Sisseton, South Dakota this 15<sup>th</sup> day of October 2024.

THE CITY OF SISSETON

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

ATTEST:

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

**Resolution 2024-9**

BE IT RESOLVED, that \$150,000.00 shall be transferred from the Liquor Fund to the General Fund and that \$50,000.00 shall be transferred from Water Fund to the General Fund as provided in the 2024 Appropriation Ordinance.

Dated at Sisseton, South Dakota this 15<sup>th</sup> day of October 2024.

THE CITY OF SISSETON

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

ATTEST:

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

## Resolution 2024-10

WHEREAS, the City Council for the City of Sisseton, Roberts County, South Dakota, will put a special assessment against property as hereinafter set forth for the collection of outstanding bills for property improvements due to the City of Sisseton.

### Property Legal Descriptions:

1. Lots 21 – 24 in Block 69, City of Sisseton in the amount of \$1,740.00 for lawn mowing
2. Lots 13 – 15 in Block 82, City of Sisseton in the amount of \$965.85 for lawn mowing, tree removal and property repair
3. Lots 19 – 20 in Block 71, City of Sisseton in the amount of \$150.00 for lawn mowing
4. Lots 9 – 12 in Block 95, City of Sisseton in the amount of \$150.00 for lawn mowing
5. Lots 7 – 12 in Block 49, City of Sisseton in the amount of \$1,160.00 for lawn mowing and tree removal
6. S2 of lot 9; Lots 10 – 12 in Block 109, City of Sisseton in the amount of \$6,700.00 for lawn mowing, tree removal and house demolition
7. S 11' of lot 6; Lots 7 – 8 in Block 96, City of Sisseton in the amount of \$150.00 for lawn mowing
8. S2 of Lot 9; Lots 10 – 12 in Block 64, City of Sisseton in the amount of \$860.00 for tree removal
9. Lots 4 – 6 in Block 14, City of Sisseton in the amount of \$911.23 for lawn mowing and water service repair
10. Lot 5 in Block 3 of Fader's Subdivision of SW4 Sec 27-126-51, City of Sisseton in the amount of \$150.00 for lawn mowing
11. Lots 1 – 3 in Block 45, City of Sisseton in the amount of \$150.00 for lawn mowing
12. Lot 13 ex the E 52' in Block 58, City of Sisseton in the amount of \$428.97 for lawn mowing, snow removal and property repair
13. Lot 1 in Block 1 of Mouw's Subdivision Sec 27-126-51, City of Sisseton in the amount of \$900.00 for lawn mowing
14. E2 of Lots 17 – 18 in Block 62, City of Sisseton in the amount of \$300.00 for lawn mowing
15. Lot 12 in Block 42, City of Sisseton in the amount of \$106.50 for snow removal
16. Lots 23 – 24 in Block 71, City of Sisseton in the amount of \$430.00 for tree removal
17. W 53' of Lots 13 – 17; W 53' of N 11' of Lot 18 in Block 125, City of Sisseton in the amount of \$150.00 for lawn mowing
18. Lots 10 – 12 in Block 27, City of Sisseton in the amount of \$1,840.00 for tree removal
19. Lots 4 – 6 in Block 3, City of Sisseton in the amount of \$860.00 for tree removal
20. W 71' of Lots 7 – 12 in Block 102, City of Sisseton in the amount of \$430.00 for tree removal

21. E 58' of S 82.5' of Lots A & B in Block 22, City of Sisseton in the amount of \$3,468.10 for water service line repair
22. Lots 9 – 11 in Block 6 of Mowrey's Addition, City of Sisseton in the amount of \$4,117.50 for nuisance abatement – property clean up

THEREFORE, BE IT RESOLVED by the City Council of Sisseton, in Roberts County, South Dakota in a meeting assembled that the Finance Officer is authorized to file a special assessment against the properties with the Roberts County Auditor for the outstanding bills.

Dated at Sisseton, Roberts County, South Dakota this 15<sup>th</sup> day of October 2024.

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Terry Jaspers, Mayor

ATTEST:

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Amber Kemnitz, Finance Officer

Sisseton Baseball Field  
Sisseton,SD  
Musco Project # 187354  
September 2024

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027  
Category: Sports lighting with related supplies and services

All purchase orders should note the following:  
Sourcewell Purchase – Contract Number: 041123-MSL

**Quotation Price – Materials Delivered to Job Site and Installation**

**Baseball Field –50/30 Footcandles .....\$274,500**

*Sales tax ,and bonding are not included.  
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.*

**Light-Structure System™ with Total Light Control – TLC for LED™ technology**

**Lighting Performance**

- Light levels of 50fc Infield / 30fc Outfield and uniformity of 2:1 / 2.5:1
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

**System Description**

- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker® luminaires
- UL Listed assemblies

**Control Systems and Services**

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

**Operation and Warranty Services**

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years no monitoring
- Support from Musco’s Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors



## **Payment Terms**

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Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC  
Attn: Musco Contracts  
Fax: 800-734-6402  
Email: musco.contracts@musco.com

**All Purchase orders should note the following:  
Sourcewell Purchase – Contract Number: 041123-MSL**

## **Delivery Timing**

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8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

## **Notes**

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Quote is based on:

- Shipment of entire project together to one location.
- 240 Volt, 1 Phase electrical system requirement and to be confirmed prior to production.
- Structural code and wind speed = 2018 IBC, 115 mi/h, Exposure C, Importance Factor 1.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

**Paul Vugteveen**  
Musco Sales Representative  
Musco Sports Lighting, LLC  
Phone: 605-633-0373  
E-mail: paul.vugteveen@musco.com