

**CITY OF FREEMAN
CITY COUNCIL | REGULAR SESSION
TUESDAY, DECEMBER 19, 2023
6:30 P.M. | CITY HALL COUNCIL CHAMBERS
AGENDA**

ROLL CALL

MINUTES OF DECEMBER 5, 2023 REGULAR MEETING

VOUCHERS

PUBLIC INPUT

CODE ENFORCEMENT OFFICER

2ND READING ORDINANCE 2023-09 – VARIANCES

SPECIAL EVENT LIQUOR LICENSE – FREEMAN REGIONAL HEALTH

BUDGET ALLOCATION RESOLUTION

TRAVEL REQUEST

DEVELOPMENT & MARKETING REPORT

OTHER BUSINESS

NEXT MEETING DATE – TUESDAY, JANUARY 2, 2024 @ 6:30 PM

EXECUTIVE SESSION PURSUANT TO SDCL 1-25-2(1) – PERSONNEL

ADJOURN

**This meeting will be livestreamed via the link posted in the “Government” section at
CityofFreeman.org & on Golden West Cable channel 90.**

Council Minutes
Regular Session
Tuesday, December 5, 2023

The Freeman City Council met in regular session on Tuesday, December 5, 2023 at 6:30 pm at City Hall in Freeman. Mayor Michael Walter called the meeting to order and the following members were present: Charles Gering, Blaine Saarie, Clifford Tjaden, Elizabeth Waltner and Steve Waltner. Also attending were Duane Walters, Carol Eisenbeis, Police Chief Jonathan Slevin, City Attorney Mike Fink and Joel Johnson.

Minutes

S. Waltner moved to accept the minutes of the November 21, 2023 regular meeting as presented. Saarie seconded the motion. All votes aye.

Vouchers

Saarie moved to approve the vouchers listed below. E. Waltner seconded the motion. Roll call: All votes aye.

PAYROLL – FINANCE	2819.24	GOLDEN WEST, telephone service	1259.04
PAYROLL – MARKETING	3541.46	JAMBOREE, supplies	25.72
PAYROLL – POLICE	9303.15	JH DIESEL, repair	254.80
PAYROLL – PUBLIC SAFETY	82.61	KLEINSASSER’S, repair	145.26
PAYROLL – STREETS	2133.82	KNODEL CONTRACTORS, gravel	1006.84
PAYROLL – SEWER	6347.68	LESLIE KEIERLEBER, cleaning	795.00
PAYROLL – REFUSE	5250.37	MATHESON, amb supplies	218.95
PAYROLL – RECYCLE	2562.04	MOTOROLA, supplies	494.34
PAYROLL – WATER	6149.88	MR G’S, repair	141.00
PAYROLL – AMBULANCE	3047.06	NORTHWESTERN ENERGY, electric & gas	6876.57
PAYROLL – PARK/POOL	1216.17	PITNEY BOWES, postage	300.00
PAYROLL – GOLF COURSE	8419.79	PLUNKETT’S, pest control	99.53
PAYROLL – LIBRARY	6946.75	PRINTED IMPRESSIONS, printing	80.00
MERCHANTS STATE BANK, 941 deposit	11059.98	SAARIE AUTO BODY, repair	86.77
ACH FEES, payroll & utilities	40.00	SD DANR, discharge permit	1500.00
APPEARA, rugs	116.76	SD DEPT OF HEALTH, testing	300.00
B-Y WATER, water purchase	6011.46	SD DEPT OF PUBLIC SAFETY, license renew	176.00
B-Y WATER INTEREST	3168.00	SD DEPT OF REVENUE, sales tax	1436.60
CARDMEMBER SERVICES, supplies	3295.79	SDWWA, dues	10.00
CHS, fuel	1694.63	SECOND CENTURY PRINTING, publishing	642.93
CITY OF FREEMAN, utilities	44.00	SIOUX INTERNATIONAL, repair	188.76
CITY OF MITCHELL LANDFILL, garbage fees	3331.68	SEAFOG, annual dues	100.00
CORE & MAIN, repair	1378.94	SOUTHEASTERN ELECTRIC, electric	1748.93
CRIMESTAR, annual support	350.00	SQUARE, monthly subscription	35.00
FEDEX, shipping	17.68	STERN OIL COMPANY, fuel	284.85
FINK LAW OFFICE, legal	466.00	SUPERIOR HOOD STEAMERS, maint	1020.00
FIRST NET, police cell phone	107.06	ULMER FAMR SERVICE, culverts	881.00
FREEMAN REGIONAL HEALTH, nursing staff	72.13	US BANK TRUST, lagoon loan	16668.22
FREEMAN SHOPPING CENTER, resale	201.76		

VOUCHERS	68131.98
SALARIES	57820.02
TOTAL VOUCHERS & SALARIES	125952.00

Financial Report

Tjaden moved to approve the financial report as presented. Saarie seconded the motion. Roll call: all votes aye.

1st Reading Ordinance 2023-09 – Variances

Council gave 1st reading to Ordinance 2023-09 to amend the zoning ordinance to permit a variance for the fencing standards.

Other Business

S. Waltner: Asked if some culverts could be jetted yet this year. Suggested that residents be reminded not to blow snow on the streets.

Code Enforcement Officer

Mayor Walter and City Attorney Mike Fink gave an overview of the process of having a code enforcement officer for the City of Freeman. Joel Johnson was available to answer questions and presented an agreement that outlined the fees and scope of work.

Next Meeting Date

The next meeting of the Freeman City Council will take place on Tuesday, December 19, 2023 at 6:30 pm.

Executive Session

S. Waltner moved to go into Executive Session at 7:21 pm pursuant to SDCL 1-25-2(1) personnel and SDCL 1-25-2(4) contract negotiation. E. Waltner seconded the motion. All votes aye.

Mayor Walter declared out of executive session at 7:59 pm.

Adjournment

Tjaden moved to adjourn at 7:59 pm. Saarie seconded motion. All votes aye.

Lisa Edelman, Finance Officer

Michael Walter, Mayor

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 the City’s properties 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: property 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 \$.60/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:

ORDINANCE 2023-09

AN ORDINANCE AMENDING SECTION 1509 (VARIANCES), NUMBER 1 (PURPOSE) OF “THE OFFICIAL ZONING ORDINANCE OF THE CITY OF FREEMAN”, HUTCHINSON COUNTY, SOUTH DAKOTA, BY ADDING ANOTHER CATEGORY FOR VARIANCES.

BE IT ORDAINED BY THE CITY OF FREEMAN, HUTCHINSON COUNTY, SOUTH DAKOTA, THAT Section 1509 (1) of the Official Zoning Ordinances of the City of Freeman, is hereby amended to read as follows:

Section 1509 Variance

1. Purpose – The Board of Adjustment may vary the regulations of this ordinance in harmony with its general purpose and intent, but only in specific instances where the Board makes a finding of fact based on the standards prescribed in **Section 1509(4)**. Variances may be granted:
 - A. To permit any yard of less dimension than those required by this ordinance;
 - B. To permit any building to exceed the floor space provided by the ordinance;
 - C. To permit the use of lot prohibited solely because of insufficient area of the lot;
 - D. To permit construction of a building or structure which will exceed the height limit for the district in which it is to be built;
 - E. To permit off-street parking which does not conform in quantity or other particulars with the requirements of this ordinance; and
 - F. To permit variations in the fencing standards set forth in **Section 1213(11)**.

All other numbered provisions contained in Section 1509 (numbers 2 – Application, 3 – Disposition by Board of Adjustment and 4 – Standards) shall remain as previously enacted.

Dated this 19th day of December, 2023.

Michael Walter, Mayor

(SEAL)

ATTEST:

Lisa Edelman, Finance Officer

First Reading: December 5, 2023

Second Reading: December 19, 2023

Published: December 28, 2023

Effective Date: January 19, 2024

City of Freeman
SPECIAL EVENTS
Alcoholic Beverage License Application

Business Name: Fullma Reginal
Owner Name:
Address:
510 E 8th St
Fullma SD 57029

Telephone #:
605-925-4000

Location of Event:
COMPLETE DESCRIPTION INCLUDING STREET ADDRESS
Fullma Community Center

Dates of Event:
January 27, 2024

Description of Event:
13th Annual Gala

Check which license you currently hold: Malt Beverage Liquor Wine
Do you own or lease this property? If leasing, please include copy of lease agreement.

Check which license is requested for Special Event: Malt Beverage Liquor Wine

Also Include:

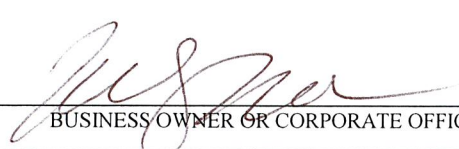
Proof of Insurance (ATTACH A VALID COPY OF CERTIFICATE OF INSURANCE OR LETTER FROM INSURER CONFIRMING THE POLICY IS IN PLACE NAMING THE CITY OF FREEMAN AS AN ADDITIONAL INSURED FOR THE ACTIVITIES DESCRIBED IN THE SPECIAL EVENT APPLICATION.)

\$25 per day fee for License. No. of Days 1 X \$25 = 25 Total

TOTAL AMOUNT DUE 25

Copy of Current Valid Alcoholic Beverage License

Has applicant requested use of City property as part of license request? Yes No
 Copy of request attached

Signature  Date 11/21/23
BUSINESS OWNER OR CORPORATE OFFICER ONLY

OFFICE USE ONLY:

COUNCIL DECISION: Approved Disapproved

Signature _____
Mayor

RESOLUTION OF BUDGET ALLOCATION

WHEREAS the City of Freeman hereby reallocates additional dollars to the 2023 expense funds for the Parks/Pool, Golf Course and Economic Development departments from the Contingency department in the following amounts:

Parks/Pool	\$	1,000.00	- insurance
Golf Course	\$	4,000.00	- Hemmen Commission & Butkus vacation payout
Economic Development	\$	100.00	- Planning & Zoning
Contingency	\$	(5,100.00)	

WHEREAS additional funds are available from the Contingency department, therefore the Council desires to increase the above department, per accepted government accounting standards in compliance with SDCL 9-21-7;

WHEREAS the Council seeks to distribute funds for authorized uses as needed, and furthermore;

NOW THEREFORE BE ORDAINED by the Council of the City of Freeman, South Dakota that budget ordinance 2022-07 be hereby supplemented to increase the departments for expenditures as needed in the amounts as necessary to meet the obligations of the municipality, shall be disbursed in accordance to the terms of this supplemental appropriation.

Dated this 19th day of December 2023

SIGNED: _____
Michael Walter, Mayor

(SEAL)

ATTEST:

Lisa Edelman, Finance Officer

**CITY OF FREEMAN
TRAVEL REQUEST FORM**

**THIS REQUEST MUST BE FILED IN THE FINANCE OFFICE TWO DAYS
BEFORE THE APPROPRIATE CITY COUNCIL MEETING**

Name: Duane Walters & Wade Rupp

(Check correct box) In-State Travel Out-of-State Travel

Departure Date: 1-9-24 Returning Date: 1-11-24

Destination: Pierre, SD

Reason for Travel (Give nature of business to justify the cost involved and attach a copy of the program or agenda):

 Rural Water annual conference

Method of transportation requested: city vehicle Estimated miles: 402
(city vehicle, personal vehicle, airline)

Estimated cost of transportation: \$ 140 ?

Estimated cost of meals/lodging: \$ 469

Registration fee/incidentals: \$ 700

Total expense: \$ 1309

NO COST TO CITY, APPROVAL OF TRAVEL ONLY: _____
(only cost would be payroll hours)

If all or a portion of the travel is by City vehicle, complete below:

SD Driver's License Number: _____ Expiration Date: _____

Signature 12-14-23
Date

 Duane Walters

APPROVAL OF TRAVEL

Council Approval

Date



JANUARY 9-11, 2024 | RAMKOTA HOTEL
920 W. SIOUX AVENUE, PIERRE, SOUTH DAKOTA

TUESDAY, JANUARY 9

8 AM - 4 PM REGISTRATION DESK OPEN
8 AM - 2 PM WATER TASTE TEST REGISTRATION
8 AM - 4 PM WATER PAC RAFFLE - LOBBY AREA

10:00 AM

GALLERY D-E OPTIMIZED CORROSION CONTROL TREATMENT
- Delvin DeBoer, AE2S
GALLERY F NETSSO E-REPORTING AND FUTURE E-REPORTING
- Tim Flor, DANR
GALLERY G CONTROL VALVE WORKSHOP
- Dave Kluck & Andrew Caselli, Northwestern Power Equipment

10:45 AM

GALLERY D-E CONSERVATION & SUSTAINABILITY IN THE CITY OF SIOUX FALLS
- Ted Lewis, City of Sioux Falls
GALLERY F BIOLOGICAL DESTRUCTION OF NITRATES - BIOTTA™
- Adam Norman, DGR
GALLERY G CONTROL VALVE WORKSHOP, CONTINUED
- Dave Kluck & Andrew Caselli, Northwestern Power Equipment

12:00 PM

GALLERY A-B-C AWARDS LUNCHEON

1:00 PM

GALLERY A-B-C KEYNOTE ADDRESS
- Dan Meers



AWARDS LUNCHEON SPONSOR

Bartlett & West | EDUCATIONAL SESSIONS SPONSOR

2:30 PM - ISCO BREAK TABLE

3:00 PM

GALLERY D-E SOLUTIONS FOR YOUR POTABLE WATER SYSTEM
- Craig Steve, IXOM Watercare
GALLERY F USING WATER TREATMENT RESIDUAL COATED WOODCHIPS TO REMOVE PHOSPHATE AND NITRATE FROM STORMWATER RUNOFF
- Chris Schmit, SDSU WEERC
GALLERY G SCADA - A FORCE MULTIPLIER FOR OPERATIONS
- Anthony Bramante, InControl, Inc.
LEWIS & CLARK USGS PROGRAMS SUPPORTING SOURCE WATER MANAGEMENT IN THE DAKOTAS
- Bill Eldridge & Galen Hoogestraat, USGS
L. FRANCIS CASE CASE STUDY: DISINFECTION BYPRODUCT MANAGEMENT, PREVENTION AND REDUCTION IN A RURAL WATER SYSTEM
- Jared Huibregtse, Bartlett & West
AMP. II KEYNOTE BREAKOUT
- Dan Meers

3:45 PM

GALLERY D-E CONTRIBUTING TO SUSTAINABILITY OF RURAL WATER WITH AMR AND AMI
- Nick Polsinelli, Information Data Technologies
GALLERY F ADVANCED MONITORING SOLUTIONS FOR WATER AND WASTEWATER - INSTRUMENTS, DATA, ANALYTICS AND AI
- Ken Hayes, Core & Main
GALLERY G REGIONALIZATION AND CONSOLIDATION OF WATER SYSTEMS
- Cory Chome, AE2S
LEWIS & CLARK CORROSION CONTROL FOR DUCTILE IRON PIPE
- Josh Blount, Ductile Iron Pipe Research Association
L. FRANCIS CASE UNDERSTANDING JAR TESTING
- Tim Donovan, Hawkins, Inc.

WEDNESDAY, JANUARY 10

- 8 AM – 4 PM REGISTRATION DESK OPEN
8 AM – 6 PM WATER PAC RAFFLE – LOBBY AREA
8 AM – 3 PM METER CHALLENGE PRELIMINARIES
– SDARWS BOOTH

8:00 AM

- LEWIS & CLARK HOW TO SIZE AND USE HDPE IN YOUR RURAL WATER
– Garry Bouvet, ISCO Industries
- L. FRANCIS CASE WHEN SIP HAPPENS
– Dewey Prinzing, KLM Engineering
- AMP II DEFINING A WATER PROFESSIONAL
– Julie Sievers, ISG

8:15 AM

- AMP I 49TH ANNUAL MEMBERSHIP MEETING
This is the Official Membership Meeting of the South Dakota Association of Rural Water Systems. Delegates and Alternates are encouraged to attend. Pre-Assigned seating arrangements have been reserved based on the number of voting members per system.

8:45 AM

- LEWIS & CLARK CITY OF SANBORN AND IOWA LAKES REGIONAL WATER CASE STUDIES
– Adam Norman, DGR
- L. FRANCIS CASE IFAS STUDY ON 0.05 MGD CONCRETE WWTF MODS
– Isaiah LaRue, Nexom
- AMP II FUNDING TO MITIGATE DISASTERS WITH “FED FUNDS”
– Karen Edwards-Lindsey, USEPA Office of Water

9:30 AM - HAWKINS BREAK TABLE

10:00 AM

- LEWIS & CLARK MULTI-COMMUNITY PROJECTS
– Brad Lawrence, Brosz Engineering
- L. FRANCIS CASE INDUSTRIAL PRE-TREATMENT: YOUR RIGHTS AND RESPONSIBILITIES AS A CITY
– Tom Atkinson, ISG
- AMP I RURAL WATER CENTER ANNUAL MEETING
This is the Official Membership Meeting for Rural Water Center
- AMP II RURAL DEVELOPMENT UPDATES
– Brian Ring, USDA - RD

10:45 AM

- LEWIS & CLARK MANAGING ANTENNAS ON WATER TANKS
– Rich Kemmis, Maguire Iron
- L. FRANCIS CASE CAPITAL BUDGETING & FUNDING: ROADMAP FOR THE FUTURE
– Miranda Kleven, AE2S
- AMP II LEAD SERVICE LINE INVENTORY
– Erin Steevers, Bartlett & West

1:00 PM

- LEWIS & CLARK PUMP MAINTENANCE
– Daine Olinger, SVEN
- L. FRANCIS CASE DROUGHT MODELING
– Mitch Kannenberg, LRE Water
- AMP I LEGISLATIVE PANEL
– Staff of Senator Thune, Senator Rounds, and Representative Johnson
- AMP II SRF UPDATE
– Tina McFarling, DANR

1:45 PM

- LEWIS & CLARK DIGITAL TRANSFORMATION OF SCADA IN RURAL WATER
– Jason Whitesock, AE2S
- L. FRANCIS CASE VFDS IN WATER & WASTEWATER
– Bob White, Electric Pump
- AMP II WATER REGULATORY UPDATE
– Mark Mayer, DANR

2:30 PM - BUTLER CAT BREAK TABLE

3:00 PM

- LEWIS & CLARK PREPARING FOR MUNICIPAL WORKPLACE CHALLENGES
– Greg Anderson, Stockwell Engineers
- L. FRANCIS CASE INDUSTRIAL CONTRIBUTIONS TO POTWS
– Kyle Doerr, DANR
- AMP I LEGISLATIVE PREVIEW, NRW RALLY ORIENTATION
– SDARWS
- AMP II SDWARN UPDATE
– Robin Dyskstra & Mark Mayer, SDWARN Board

EXHIBIT HALL SCHEDULE

- 4:00 PM EXHIBIT HALL & LEGISLATIVE RECEPTION OPENS
4:30 PM METER CHALLENGE FINALS
7:30 PM RURAL WATER TASTE TEST FINALS
7:45 PM WATERPAC WINNERS ANNOUNCED

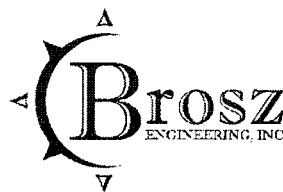
THURSDAY, JANUARY 11

7:30 AM

- GALLERY A-B-C SD LEGISLATURE OPEN FORUM BREAKFAST
SPONSORED BY BROSZ ENGINEERING

9:00 AM

- GALLERY A-B-C SDWARN PANEL



**LEGISLATIVE
BREAKFAST
SPONSOR**



**DEVELOPMENT & MARKETING REPORT
FOR THE DECEMBER 19, 2023
MEETING OF THE FREEMAN CITY COUNCIL**

May 6, 2019 was the first time I was in attendance for a meeting of the Freeman City Council. After being present for a series of than 100 council sessions – with fewer than a half dozen exceptions - the December 19 meeting will be my last in the role as development and marketing coordinator. My final day prior to my retirement becoming effective will be Friday, December 29.

In preparation for my retirement, I've been working to meet an assortment of deadlines and compiling details to be of value as I transition out of my role. These are the main projects on which I've focused since the last council meeting:

RESPONSIBILITIES LIST I've compiled a list of my current responsibilities, along with timelines, and additional details so determinations can be made by both city leadership and the Freeman Community Development Corporation with regard to how those responsibilities will be handled in the absence of a new hire to fill my position. The responsibilities listed have been categorized by level of urgency (i.e. steps typically followed when a snow emergency is declared, phone line designations, a grant in progress, etc.). Within the list, I've also differentiated among city responsibilities, FCDC responsibilities, and responsibilities directly related to both entities. I've also compiled an inventory list noting items purchased and owned by the city, as well as those purchased by FCDC.

COMMUNICATION Much of the work for which I've been responsible has involved utilizing various platforms for the purpose of relaying both time-sensitive communication on behalf of the City of Freeman and for showcasing aspects of our community from a marketing perspective. Among those are multiple websites, Facebook pages, Hot Country 93.1 radio, Golden West Cable Channel 90, The Courier, citywide notification system, and more. In the upcoming days, I will be assisting and providing some training in the transition process for tasks that will be picked up by others in the absence of a development and marketing coordinator.

CHILD CARE PLANNING GRANT Access to child care is not an issue that solely impacts parents of young children. It is an economic issue that impacts our entire community as it plays a critical role in our ability to attract residents and workforce.

After composing my last council report, we received notification that the Freeman Community Development Corporation was awarded \$19,800 from the South Dakota Governor's Office of Economic Development for a Child Care Planning Grant. To qualify for funding, grant proposals needed to be collaborative, with the recommendation of multiple community entities to come together and submit a proposal through the local development corporation. The grant proposal I wrote and submitted on behalf of FCDC – with Freeman Academy, Freeman School District 33-1, Growing Dreams Learning Center, and Little Blessings Day Care as partnering entities – was accompanied by ten strong letters of support and funded for the full amount requested. Just 28 of the 50 proposals submitted were awarded.

Innovation was the other key component required to secure funding. Our grant specified the following innovative avenues to explore in response to the child care crisis: 1) Facilitating Intergenerational Experiences, 2) Facilitating Immersive Language Experiences, and 3) Facilitating Career Pathways.

A consultant company is currently under contract, conducting a feasibility study to provide data that targets a 20-mile radius of Freeman. In addition to a very tight timeline for the planning phase, a mid-February deadline is in place for implementation phase proposals in response to the findings. Successful applicants could be awarded up to \$500,000 to be split among the partnering entities in various amount, as specified in the proposal. The process will be highly competitive since a total of less than \$2 million is being made available.

While I won't be involved to see the project through or write the proposal for an implementation grant, I have explored and recommended what I believe would be an effective alternative to ensure that the planning grant can be properly administered effectively and make our community eligible to put forth a strong grant proposal for implementation funding.

MUNICIPAL LEAGUE Watch for Freeman to be featured in the February issue of the league's *Municipalities* publication as a result of my submission on behalf of the City of Freeman.

BUSINESS SPOTLIGHTS The last Courier of the year will feature the final business spotlights that have been running since May. In addition to providing a listing of FCDC's non-business members, I will have interviewed, photographed, and composed summaries for a total of 68 Freeman community businesses. While I've discovered so many interesting insights about our local businesses and their representatives to the corporation, every individual I interviewed has had so many positive things to say about Freeman as they begin to make a list that goes on and on. Troy Herlyn, owner of Specialty Automotive recently noted that once you start listing everything we have right here, it almost doesn't sound true for a town of our size, but it is!

TREE CITY USA I've gathered documentation from and for our local tree board, chaired by Steve "Charly" Waltner for the purpose of renewing Tree City USA status before the end of the year. The city can expect to be notified in spring that the criteria has been met, making it the 19th year of recognition for Freeman. Of the 3,574 cities currently holding this distinction, Freeman is one of 26 South Dakota communities recognized.

OTHER DUTIES AS ASSIGNED In these last days, I am hurriedly working to finalize a multitude of other projects currently in progress in order to minimize confusion and disruptions at City Hall and for FCDC in the new year.

GRATITUDE My work on behalf of the City of Freeman has been both rewarding and challenging. Overall, it's been a privilege and I thank both the council and the citizens of Freeman for allowing me the opportunity to serve the community in the role of development and marketing coordinator for nearly five years prior to my retirement.

Respectfully submitted by Carol J. Eisenbeis
Development & Marketing Coordinator | City of Freeman, SD