



City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
October 6, 2025

- 1. 5:00 PM Budget Work Session**
- 2. 6:00 PM Call to Order**
- 3. Pledge Of Allegiance**
- 4. Invocation: Salvation Army**
- 5. Roll Call**
- 6. Approval Of Consent Agenda Items**
Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.
 - A. City Council Minutes**
 - B. Committee Reports**
 - C. Raffle Permits**
 - D. Adult Nutrition Fees**
 - E. Special Event Permit Application Mitchell Food Pantry Turkey Giveaway on Saturday, November 22, 2025**
 - F. Change Order #1-Final to Rexwinkel Concrete Inc. for Hitchcock Park Pickleball Courts #2023-14**
 - G. Change Order #2 and #3 to Halme Inc for Ohlman and South Harmon Lift Station Project #2023-13**
 - H. Change Order #1 to SiteWorks for Lakeshore Development Sanitary Sewer Project #2025-42**
 - I. Set date October 20th, 2025 for Hearing and Action on the Application to Transfer RL-5756 Retail (on-sale) Liquor License from Amore Italian Ristorante & Bar, 1525 West Havens to Flats on Havens, LLC, 1525 West Havens**
 - J. Approval of Gasoline & Fuel Quotes**
 - K. Pay Estimates**
 - L. Approve Bills, Payroll, Salary Adjustments and New Hires, and Authorize Payment of Recurring and Other Expenses in Advance as Approved by the Finance Officer**
- 7. Motion To Approve, Request Public Comment, Roll Call**
- 8. Public Comment**

If you need to address the Mayor and members of the City Council on an item that was not on the agenda, excluding personnel items, please come forward to the podium and state your name and your concern. Presentations are limited to three minutes. Items will be considered but no action will be taken at this time.

9. BOARD OF ADJUSTMENT: Entertain a Motion For The City Council To Recess And Sit As The Board Of Adjustment

A. Action to Set Date for Board of Adjustment Hearing 10-20-25

Mark Van Den Hoek has applied for a Variance Permit for accessory building combination of 3,470 square feet vs 2,000 square feet to build a new accessory building of 1,920 square feet. This is located at 3220 N Main St, legally described as the 400' E of Highway in Irregular Tract 4 in the NW ¼ of Section 10, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The property is zoned R3 Medium Density Residential District.

10. RECONVENE AS CITY COUNCIL: Entertain a Motion For The Board of Adjustment To Adjourn And The City Council To Reconvene In Regular Session

11. Retail Strategies Presentation

12. Hearing and Action on the Application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for October 18, 2025 for a wedding

13. Action to Approve Agreement #A2025-57, A Bargaining Agreement between the City of Mitchell and IAFF Local 4166 for 2026-2028

14. Action to Approve Agreement #A2025-58, An Agreement between Teamsters Local Union No 120 affiliated with the International Brotherhood of Teamsters and the City of Mitchell for Mitchell Police Department Employees for 2026-2028

15. Action to Approve Agreement #A2025-59, An Agreement between the City of Mitchell and Mitchell City Employees AFSCME Local 2922

16. Action to Approve Agreement #A2025-60, A Memorandum of Understanding between Dakota State University and the City of Mitchell for Cybersecurity

17. Action to Approve Agreement #A2025-61, Airport Improvement Program Grant for Runway 18-36 Project No. 3-46-0037-034-2025 with the South Dakota Department of Transportation

18. Action to Approve Resolution #R2025-69, Annexation of Lot 3 of Signapore Slab Tract 1, a subdivision of the East 1/2 of the SE 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota

19. Action to Approve Resolution #R2025-71, Annexation of Lot 1 of Tract M, Wild Oak Golf Club Addition in the Southeast 1/4 of Section 23, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota

20. Adjourn

Individuals with disabilities who require special assistance to take part in this meeting may contact one of the following at City Hall (605) 995-8420 at least 24 hours prior to the meeting with requests for assistance: Human Resources Officer or the City Administrator.

	Council Work Session Review Items												
	Improvements, Projects, Equipment	Project	Item	Fund	Department		Requested	Admin Review	2026 Proposed	Council Changes	General Fund Budget impact	Ent. Tax Budget Impact	Notes
1	Equipment		UTV	Airport	Public Works	Airport	\$ 35,000	\$ 35,000	\$ 35,000				
2	Infrastructure		Pavement Maintenance	Airport	Public Works	Airport	\$ 200,000	\$ 200,000	\$ 200,000				
3	Equipment		Loader (snow removal)	Airport	Public Works	Airport	\$ 300,000	\$ 300,000	\$ 300,000				
4	Infrastructure		Airport Runway Reconstruction	Airport	Public Works	Airport	\$ 11,115,000	\$ 11,115,000	\$ 11,115,000				
5	Equipment		Outfront Mower	Campground	Parks & Rec	Campground	\$ 40,000	\$ -	\$ -				
6	Equipment		13 new round tables	Community Services	Community Services	JVCC	\$ 5,182	\$ 5,182	\$ 5,182				
7	Equipment		Apple Ipad with Screen Protectors	Community Services	Community Services	Palace Transit	\$ 7,617	\$ 7,617	\$ 7,617				
8	Equipment		Tires	Community Services	Community Services	Palace Transit	\$ 19,000	\$ 19,000	\$ 19,000				
9	Equipment		Passenger Bus	Community Services	Community Services	Palace Transit	\$ 65,385	\$ 65,385	\$ 65,385				
10	Facility Improvement		Chiller Pump	Corn Palace	Corn Palace	Corn Palace	\$ 50,200	\$ -	\$ -				
11	Facility Improvement		Boiler pump	Corn Palace	Corn Palace	Corn Palace	\$ 56,700	\$ -	\$ -				
12	Facility Improvement		Locker Room Remodel	Corn Palace	Corn Palace	Corn Palace	\$ 150,000	\$ -	\$ -				
13	Facility Improvement		AHU (4) North	Corn Palace	Corn Palace	Corn Palace	\$ 263,250	\$ -	\$ -				
14	Facility Improvement		AHU (5) South	Corn Palace	Corn Palace	Corn Palace	\$ 263,250	\$ -	\$ -				
15	Facility Improvement		AHU (2) Main Floor	Corn Palace	Corn Palace	Corn Palace	\$ 271,350	\$ -	\$ -				
16	Facility Improvement		AHU (3) Main Floor	Corn Palace	Corn Palace	Corn Palace	\$ 346,680	\$ -	\$ -				
17	Facility Improvement		Elevator Improvement	Corn Palace	Corn Palace	Corn Palace	\$ 500,000	\$ -	\$ -				
18	Facility Improvement		Boiler Plant	Corn Palace	Corn Palace	Corn Palace	\$ 503,415	\$ -	\$ -				
19	Facility Improvement		Chiller Plant	Corn Palace	Corn Palace	Corn Palace	\$ 779,470	\$ -	\$ -				
20	Equipment		Commercial Fridge	Corn Palace	Corn Palace	Corn Palace	\$ 2,500	\$ 2,500	\$ 2,500				
21	Equipment		Stainless Steel Sink	Corn Palace	Corn Palace	Corn Palace	\$ 3,000	\$ 3,000	\$ 3,000				
22	Equipment		Hot Dog Cart	Corn Palace	Corn Palace	Corn Palace	\$ 3,000	\$ 3,000	\$ 3,000				
23	Equipment		Ice Machine	Corn Palace	Corn Palace	Corn Palace	\$ 5,000	\$ 5,000	\$ 5,000				
24	Equipment		Box Office Microphone/Speaker	Corn Palace	Corn Palace	Corn Palace	\$ 5,000	\$ 5,000	\$ 5,000				
25	Equipment		Replace Corn Palace Dome Lighting Controllers	Corn Palace	Corn Palace	Corn Palace	\$ -	\$ -	\$ 10,000				
26	Equipment		Farm Facts/Display Pieces	Corn Palace	Corn Palace	Corn Palace	\$ 10,000	\$ 10,000	\$ 10,000				
27	Equipment		Running/Chaser Lights	Corn Palace	Corn Palace	Corn Palace	\$ 25,000	\$ 25,000	\$ 15,000				Corn Palace Lights- chaser lights. Light shows. BB Games? Marty-Keep. Make sure corn palace board included.
28	Facility Improvement		Restroom Remodel	Corn Palace	Corn Palace	Corn Palace	\$ 20,000	\$ 20,000	\$ 20,000				
29	Facility Improvement		Corn Palace Murals- Decorating	Corn Palace	Corn Palace	Corn Palace	\$ 124,000	\$ 124,000	\$ 124,000				
30	Equipment		Four Scoop Stretchers	EMS	Fire/EMS	EMS	\$ 8,000	\$ 8,000	\$ 8,000				
31	Equipment		Protective Equipment	EMS	Fire/EMS	EMS	\$ 37,720	\$ 37,720	\$ 37,720				

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32	Equipment		Battery Operated Vehicle extrication tools	EMS	Fire/EMS	EMS	\$ 38,000	\$ 38,000	\$ 38,000				
33	Equipment		Radio Console, repeater, antenna repair & labor	EMS	PD/E911	E911	\$ 3,500	\$ 3,500	\$ 3,500				
34	Facility Improvement		Corn Palace Plaza Expansion Complete with Splash park	Ent. Tax	Ent. Tax	Ent. Tax	\$ 750,000	\$ 750,000	\$ 750,000				9/15: K.M lower to 250,000. Discussion on green space, eliminate splash feature. Do what you can for what is approved. 500,000 T.G, M.B., S.T, 250,000 K.M, D.S., J.D. 9/22: Susan motion reconsider \$750,000 for plaza; TG Second. Aye: KM, MArty, Susan, Jeff, Sabers, Goldammer Nay: Mike & John.
35	Equipment		Timeclock Software	General	Admin	IT	\$ 30,000	\$ -	\$ -				
36	Equipment		see click fix	General	Admin	IT	\$ 30,000	\$ 30,000	\$ 30,000				
37	Equipment		Scale Computing/Storage (4 Servers-memory & storage, operating system-	General	Admin	IT	\$ 115,000	\$ 115,000	\$ 115,000				
38	Facility Improvement		Flooring/Painting City Hall	General	Admin	Municipal Buildings	\$ 30,000	\$ -	\$ -				
39	Equipment		Grain Rescue Auger	General	Fire/EMS	Fire	\$ 1,050	\$ 1,050	\$ 1,050				
40	Equipment		ice Rescue Suit	General	Fire/EMS	Fire	\$ 1,050	\$ 1,050	\$ 1,050				
41	Equipment		Structural Fire Gear	General	Fire/EMS	Fire	\$ 1,150	\$ 1,150	\$ 1,150				
42	Equipment		Wildland Gear	General	Fire/EMS	Fire	\$ 1,425	\$ 1,425	\$ 1,425				
43	Equipment		Rescue Helmts/Harnesses	General	Fire/EMS	Fire	\$ 1,800	\$ 1,800	\$ 1,800				
44	Equipment		Tanker 2 primer & exhaust	General	Fire/EMS	Fire	\$ 2,000	\$ 2,000	\$ 2,000				
45	Equipment		SCBA- replace nonworking lights	General	Fire/EMS	Fire	\$ 2,000	\$ 2,000	\$ 2,000				
46	Facility Improvement		Replace 4 water valves (Fire Bay)	General	Fire/EMS	Fire	\$ 3,500	\$ 3,500	\$ 3,500				
47	Equipment		Hose Tester	General	Fire/EMS	Fire	\$ 4,500	\$ 4,500	\$ 4,500				
48	Equipment		Hose Replacement	General	Fire/EMS	Fire	\$ 5,000	\$ 5,000	\$ 5,000				
49	Facility Improvement		Carpet in Dorm	General	Fire/EMS	Fire	\$ 5,000	\$ 5,000	\$ 5,000				Leave carpet in: Aye- everyone
50	Equipment		Hazardous Materials Testing Kit	General	Fire/EMS	Fire	\$ 7,500	\$ 7,500	\$ 7,500				
51	Equipment		Mighty Struts	General	Fire/EMS	Fire	\$ 10,000	\$ 10,000	\$ 10,000				
52	Equipment		Replace Dive/Water Rescue Gear	General	Fire/EMS	Fire	\$ 19,500	\$ 19,500	\$ 19,500				
53	Equipment		2nd Payment on Fire Engine	General	Fire/EMS	Fire	\$ 301,000	\$ 301,000	\$ 301,000				
54	Facility Improvement		Second Fire Station	General	Fire/EMS	Fire	\$ 2,500,000	\$ 1,250,000	\$ 2,500,000				9/15: MB.JS; MB Either 1,000,000/year over 3 years or 1,250,000 for 2 years. Jeff would like to move forward. TG. Fully fund in 2026 out of future capital projects. / JS 2nd. AYE- all. Nay- none.
55	Equipment		AED/Cabinets Replacements	General	HR	HR	\$ 17,100	\$ 17,100	\$ 17,100				
56	Equipment		Books	General	Library	Library	\$ 47,000	\$ 47,000	\$ 47,000				
57	Equipment		Rotary Brush for ventrac	General	Parks & Rec	Cemetery	\$ 6,600	\$ 6,600	\$ 6,600				
58	Facility Improvement		Concrete in Cold Stoarge	General	Parks & Rec	Cemetery	\$ 9,000	\$ 9,000	\$ 9,000				
59	Infrastructure		Crack seal/fog cemetery roads	General	Parks & Rec	Cemetery	\$ 20,000	\$ 20,000	\$ 20,000				
60	Equipment		Used Truck	General	Parks & Rec	Cemetery	\$ 25,000	\$ 25,000	\$ 25,000				
61	Facility Improvement		Tuck Point Entrance Pillars	General	Parks & Rec	Cemetery	\$ 85,000	\$ 35,000	\$ 35,000				

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62	Equipment		Payloader (shared with golf)	General	Parks & Rec	Cemetery	\$ 50,000	\$ 50,000	\$ 50,000				
63	Equipment		Axon Camera System	General	PD/E911	Police	\$ 5,752	\$ 5,752	\$ 5,752				
64	Equipment		Car Printers	General	PD/E911	Police	\$ 9,200	\$ -	\$ 9,200	\$ -	\$ (9,200)		move to 2027. Consensus
65	Facility Improvement		Range Roof	General	PD/E911	Police	\$ 9,500	\$ 9,500	\$ 9,500				
66	Equipment		Radar Units	General	PD/E911	Police	\$ 14,000	\$ 14,000	\$ 14,000				
67	Equipment		Computers & Docks for vehicles	General	PD/E911	Police	\$ 29,000	\$ 29,000	\$ 29,000				
68	Equipment		unmarked Explorer	General	PD/E911	Police	\$ 60,000	\$ 60,000	\$ 60,000				
69	Equipment		Ford Explorer	General	PD/E911	Police	\$ 72,820	\$ 72,820	\$ 72,820				
70	Equipment		Ford Explorer	General	PD/E911	Police	\$ 72,820	\$ 72,820	\$ 72,820				
71	Facility Improvement		A/C replacements(4)	General	PD/E911	Police	\$ 160,000	\$ 160,000	\$ 160,000				
72	Equipment		Pictometry Payment to Davison Co.	General	Public Works	Public Works Admin	\$ 12,000	\$ 12,000	\$ 12,000				
73	Equipment		Building Inspector Truck	General	Public Works	Public Works Admin	\$ 48,000	\$ 48,000	\$ 48,000				
74	Equipment		Salt/Sand	General	Public Works	Snow Removal	\$ 75,000	\$ 75,000	\$ 75,000				
75	Infrastructure		Ice Arena Parking Lot	General	Public Works	Storm Drainage	\$ 102,000	\$ 102,000	\$ 102,000				
76	Infrastructure	13th Avenue Wisconsin to Park N. Ohlman from	Storm Sewer	General	Public Works	Storm Drainage	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000				
77	Infrastructure	23rd to Kemper Anderson & Williams Drainage	N. Ohlman from 23rd to Kemper Anderson & Williams Drainage Improvements	General	Public Works	Storm Drainage	\$ 1,490,000	\$ 1,490,000	\$ 1,490,000				
78	Infrastructure	Williams Drainage		General	Public Works	Storm Drainage	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000				
79	Equipment		Forklift	General	Public Works	Street	\$ 40,000	\$ -	\$ -				
80	Equipment		Refig recylcer- freon	General	Public Works	Street	\$ 7,000	\$ 7,000	\$ 7,000				
81	Equipment		Tack Truck	General	Public Works	Street	\$ 270,000	\$ 270,000	\$ 270,000				
82	Infrastructure	Parking Lots	Lion's Point Park	General	Public Works	Street & Sidewalk	\$ 20,700	\$ -	\$ -				
83	Infrastructure	Parking Lots	Camp Arroya	General	Public Works	Street & Sidewalk	\$ 21,850	\$ -	\$ -				
84	Infrastructure	Alleys	RR To 1st West of Main	General	Public Works	Street & Sidewalk	\$ 25,000	\$ -	\$ -				
85	Infrastructure	Parking Lots	Kippes Bay Drive	General	Public Works	Street & Sidewalk	\$ 26,450	\$ -	\$ -				
86	Infrastructure	Parking Lots	West of 23rd & Main	General	Public Works	Street & Sidewalk	\$ 27,600	\$ -	\$ -				
87	Infrastructure	Alleys	1st to 2nd west of main	General	Public Works	Street & Sidewalk	\$ 31,300	\$ -	\$ -				
88	Infrastructure	Parking Lots	S. Indian Village	General	Public Works	Street & Sidewalk	\$ 46,000	\$ -	\$ -				
89	Infrastructure	Parking Lots	Kibbee Park	General	Public Works	Street & Sidewalk	\$ 48,300	\$ -	\$ -				
90	Infrastructure	Parking Lots	Sandy Beach	General	Public Works	Street & Sidewalk	\$ 48,300	\$ -	\$ -				
91	Infrastructure	Alleys	3rd to 4th East of Main	General	Public Works	Street & Sidewalk	\$ 57,830	\$ -	\$ -				
92	Infrastructure	Alleys	6th to 5th west of main	General	Public Works	Street & Sidewalk	\$ 58,100	\$ -	\$ -				

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93	Infrastructure	Alleys	7th to 6th west of rowley	General	Public Works	Street & Sidewalk	\$ 58,100	\$ -	\$ -				
94	Infrastructure	Alleys	Kimball to Lawler- North of 6th	General	Public Works	Street & Sidewalk	\$ 58,100	\$ -	\$ -				
95	Infrastructure	Alleys	Kimball to Lawler S. of 7th	General	Public Works	Street & Sidewalk	\$ 58,100	\$ -	\$ -				
96	Infrastructure	Alleys	rowley to duff north of 2nd	General	Public Works	Street & Sidewalk	\$ 59,000	\$ -	\$ -				
97	Infrastructure	Alleys	Rowley to Duff North of 1st	General	Public Works	Street & Sidewalk	\$ 59,000	\$ -	\$ -				
98	Infrastructure	Parking Lots	Amphitheater Road though kiwanis Park - east of cemetery	General	Public Works	Street & Sidewalk	\$ 59,800	\$ -	\$ -				
99	Infrastructure	Parking Lots		General	Public Works	Street & Sidewalk	\$ 59,800	\$ -	\$ -				
100	Infrastructure	Alleys	4th to 3rd west of main	General	Public Works	Street & Sidewalk	\$ 68,580	\$ -	\$ -				
101	Infrastructure	Bike Path Construction	National Guard Road around lake	General	Public Works	Street & Sidewalk	\$ 1,500,000	\$ -	\$ -				
102	Infrastructure	Overlay	Hunter 3rd to 5th	General	Public Works	Street & Sidewalk	\$ 50,160	\$ 50,160	\$ -				
103	Infrastructure		Gravel- Base	General	Public Works	Street & Sidewalk	\$ 25,000	\$ 25,000	\$ 25,000				
104	Infrastructure	Sidewalk	Hazardous Sidewalk Repair (City)	General	Public Works	Street & Sidewalk	\$ 25,000	\$ 25,000	\$ 25,000				
105	Infrastructure	Sidewalk	City Sidewalk- Cabelas Pond Area & Main Street/ Dog Park Phase I	General	Public Works	Street & Sidewalk	\$ 30,000	\$ 30,000	\$ 30,000				
106	Infrastructure	Parking Lots	Ice Arena Parking Lot	General	Public Works	Street & Sidewalk	\$ 42,500	\$ 42,500	\$ 42,500				
107	Infrastructure	Sidewalk	Sidewalk Construction- Repairs	General	Public Works	Street & Sidewalk	\$ 50,000	\$ 50,000	\$ 50,000				
108	Infrastructure	Overlay	N. Rowley 13th to 15th	General	Public Works	Street & Sidewalk	\$ 50,151	\$ 50,151	\$ 50,151				
109	Infrastructure	Overlay	E. 23rd Main to Langon	General	Public Works	Street & Sidewalk	\$ 71,458	\$ 71,458	\$ 71,458				
110	Infrastructure	Overlay	E. Hanson Kimball to Burr	General	Public Works	Street & Sidewalk	\$ 76,510	\$ 76,510	\$ 76,510				
111	Infrastructure		Chip Seal Aggregate	General	Public Works	Street & Sidewalk	\$ 77,000	\$ 77,000	\$ 77,000				
112	Infrastructure	Parking Lots 13th Avenue	Hitchcock Parking Lot by the Pool	General	Public Works	Street & Sidewalk	\$ 90,000	\$ 90,000	\$ 90,000	\$ -	\$ (90,000)		KM remove to develop with 1st Ave. All consensus.
113	Infrastructure	Wisconsin to Park	Paving	General	Public Works	Street & Sidewalk	\$ 94,000	\$ 94,000	\$ 94,000				
114	Infrastructure	Sidewalk	City Costs- Sidewalk Assessments	General	Public Works	Street & Sidewalk	\$ 119,000	\$ 119,000	\$ 119,000				
115	Infrastructure	Overlay	Gamble 1st to 5th	General	Public Works	Street & Sidewalk	\$ 141,300	\$ 141,300	\$ 141,300				
116	Infrastructure	Overlay	Marshall 1st to 5th	General	Public Works	Street & Sidewalk	\$ 141,300	\$ 141,300	\$ 141,300				
117	Infrastructure	Overlay	N. Duff 4th to 3rd	General	Public Works	Street & Sidewalk	\$ 167,200	\$ 167,200	\$ 167,200				
118	Infrastructure		Chip Seal Asphalt	General	Public Works	Street & Sidewalk	\$ 340,000	\$ 340,000	\$ 340,000				
119	Infrastructure	N. Ohlman from 23rd to Kemper	Paving	General	Public Works	Street & Sidewalk	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000				
120	Equipment		EZ liner trailrunner	General	Public Works	Traffic	\$ 165,000	\$ -	\$ -				
121	Equipment		Battery Backup- 12th & Sanborn	General	Public Works	Traffic	\$ 12,000	\$ 12,000	\$ 12,000				
122	Infrastructure		repaint burr street	General	Public Works	Traffic	\$ 20,000	\$ 20,000	\$ 20,000				

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	Improvements, Projects, Equipment	Project	Item	Fund	Department	Requested	Admin Review	2026 Proposed	Council Changes	General Fund Budget impact	Ent. Tax Budget Impact	Notes	
123	Equipment		Crosswalk RRFB- 1st & Mentzer	General	Public Works	Traffic	\$ 25,000	\$ 25,000	\$ 25,000				
124	Equipment		UTV	General	Public Works	Traffic	\$ 35,000	\$ 35,000	\$ 35,000				
125	Equipment		Cart Path Paving	Golf	Parks & Rec	Golf	\$ 70,000	\$ -	\$ -				
126	Equipment		Golf Course Improvements- Phase III	Golf	Parks & Rec	Golf	\$ 1,330,000	\$ -	\$ -				9/15: D.S. Would like to add . \$250,000 pledge. \$250,000 from reserves. Remaining funds from GF. MB no. J.D. have dues been raised? John would like to see rates and increases? Discuss at next session. 9/22 Rates were increased 5%. Not included was design & contingency. This adds another \$226,100 per Kevin N.
127	Equipment		Irrigation Computer	Golf	Parks & Rec	Golf	\$ 3,100	\$ 3,100	\$ 3,100				
128	Equipment		Clover P.O.S	Golf	Parks & Rec	Golf	\$ 4,000	\$ 4,000	\$ 4,000				
129	Equipment		Tree Injection Equipment	Golf	Parks & Rec	Golf	\$ 5,000	\$ 5,000	\$ 5,200				
130	Equipment		Range Balls	Golf	Parks & Rec	Golf	\$ 7,000	\$ 7,000	\$ 7,000				
131	Equipment		Range Ball Picker	Golf	Parks & Rec	Golf	\$ 7,000	\$ 7,000	\$ 7,000				
132	Equipment		Top Dressing Sand	Golf	Parks & Rec	Golf	\$ 9,000	\$ 9,000	\$ 9,000				
133	Equipment		Wetting Agent Due to Lake Irrigation	Golf	Parks & Rec	Golf	\$ 11,000	\$ 11,000	\$ 11,000	\$ -			consensus
134	Equipment		Range Ball Dispenser	Golf	Parks & Rec	Golf	\$ 16,200	\$ 16,200	\$ 16,200				
135	Equipment		Loader (shared with cemetery)	Golf	Parks & Rec	Golf	\$ 50,000	\$ 50,000	\$ 50,000				
136	Equipment		Irrigation Filter	Golf	Parks & Rec	Golf	\$ 55,000	\$ 55,000	\$ 55,000				
137	Equipment		Tractor	Golf	Parks & Rec	Golf	\$ 55,000	\$ 55,000	\$ 55,000				
138	Facility Improvement		Sandvolleyball Courts & Lighting at Hitchcock & Patton Yougn	Park	Parks & Rec	Parks	\$ 60,000	\$ -	\$ -				
139	Facility Improvement		Hitchcock Park Restroom	Park	Parks & Rec	Parks	\$ 180,000	\$ -	\$ -				
140	Facility Improvement		Fish Cleaning Station at Lake Jetty	Park	Parks & Rec	Parks	\$ 200,000	\$ -	\$ -				
141	Facility Improvement		Splash Pad at Hitchcock Park	Park	Parks & Rec	Parks	\$ 350,000	\$ -	\$ -				
142	Facility Improvement		Replace 8 tennis courts	Park	Parks & Rec	Parks	\$ 2,500,000	\$ -	\$ -				asked for school/tennis to come up with half of the cost. Mbatkhe said that to get grant funds can only be striped for tennis and has to be post-tension concrete . Kevin Nelson said the school would like the city to finance school's payment.
143	Infrastructure		Pave Parking Lot at Parks Shop	Park	Parks & Rec	Parks	\$ 85,000	\$ -	\$ -				
144	Infrastructure	Parking Lots	Parking Lot by Parks Shop	Park	Parks & Rec	Parks	\$ 85,000	\$ -	\$ -				
145	Facility Improvement		Munroe Park Outdoor Rink	Park	Parks & Rec	Parks	\$ 4,000	\$ 4,000	\$ 4,000	\$ -	\$ (4,000)		KM- consider removing due to maintenance. Aye- DS, TG, JD, KM, MB, MB, ST, JS
146	Equipment		Picnic Table Replacements	Park	Parks & Rec	Parks	\$ 6,000	\$ 6,000	\$ 6,000				
147	Equipment		New Baskets for Disc Golf	Park	Parks & Rec	Parks	\$ 7,000	\$ 7,000	\$ 7,000				
148	Equipment		Mower Deck for toolcat	Park	Parks & Rec	Parks	\$ 7,500	\$ 7,500	\$ 7,500				
149	Equipment		Sunshades at Hitchcock and Kibbee Park	Park	Parks & Rec	Parks	\$ 8,000	\$ 8,000	\$ 8,000				TG- Pick out shade structures with park equip? Aye to leave in- everyone
150	Facility Improvement		Event Power at Hitchcock Park	Park	Parks & Rec	Parks	\$ 8,500	\$ 8,500	\$ 8,500				TG: increase the rent associated with hitchcock park rental over 10 yrs to offset?; Mayor- upgrade bandstand service as first phase?
151	Facility Improvement		Nursery Start Up	Park	Parks & Rec	Parks	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ (10,000)		Would like to remove.- DS, TG, all cut Mike B keep
152	Facility Improvement		Hitchcock Baseball Field Light Panel	Park	Parks & Rec	Parks	\$ 10,000	\$ 10,000	\$ 10,000				
153	Facility Improvement		A/C & Furnace at Day Camp	Park	Parks & Rec	Parks	\$ 13,000	\$ 13,000	\$ 13,000				

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154	Facility Improvement		Concrete Curbing for Gainer playground surface	Park	Parks & Rec	Parks	\$ 14,000	\$ 14,000	\$ 14,000				
155	Equipment		zero turn mower	Park	Parks & Rec	Parks	\$ 16,000	\$ 16,000	\$ 16,000				
156	Facility Improvement		Tuck point hitchcock park entrance	Park	Parks & Rec	Parks	\$ 20,000	\$ 20,000	\$ 20,000				
157	Facility Improvement		Playground Mulch	Park	Parks & Rec	Parks	\$ 20,000	\$ 20,000	\$ 20,000				
158	Facility Improvement		City Beautification- plants & weed control	Park	Parks & Rec	Parks	\$ 25,000	\$ 25,000	\$ 25,000				
159	Facility Improvement		Siding, doors, windows at Patton Young Park	Park	Parks & Rec	Parks	\$ 35,000	\$ 35,000	\$ 35,000				
160	Equipment		Jennewin Playground	Park	Parks & Rec	Parks	\$ 180,000	\$ 180,000	\$ 180,000				
161	Facility Improvement		Hitchcock Park Roadway & Pool Perimeter Lighting	Park	Parks & Rec	Parks	\$ 326,000	\$ 326,000	\$ 326,000				Mayor- vandalism. Council would like to discuss this again . Bring back updated costs and phased approach for options.
162	Facility Improvement		Railroad Trail	Park	Parks & Rec	Parks	\$ 373,313	\$ 373,313	\$ 373,313				
163	Equipment		Riddell Youth Football Helmets	Park	Parks & Rec	Recreation & Aquatics	\$ 20,000	\$ -	\$ -				
164	Equipment		Replace Pad on Frog Slide	Park	Parks & Rec	Recreation & Aquatics	\$ 5,000	\$ 5,000	\$ 5,000				
165	Equipment		Muriatic Acid Tank	Park	Parks & Rec	Recreation & Aquatics	\$ 5,000	\$ 5,000	\$ 5,000				
166	Equipment		Handicap Lift Replacement	Park	Parks & Rec	Recreation & Aquatics	\$ 8,000	\$ 8,000	\$ 8,000				
167	Equipment		Sunshade Replacements	Park	Parks & Rec	Recreation & Aquatics	\$ 14,000	\$ 14,000	\$ 14,000				
168	Equipment		Slide Restoration	Park	Parks & Rec	Recreation & Aquatics	\$ 15,000	\$ 15,000	\$ 15,000				
169	Equipment		3 Nusteps	Park	Parks & Rec	Recreation Center	\$ 22,500	\$ -	\$ -				
170	Facility Improvement		Kids Play Area Lighting Replacement	Park	Parks & Rec	Recreation Center	\$ 5,500	\$ -	\$ -				
171	Equipment		Swimsuit Water Extractor	Park	Parks & Rec	Recreation Center	\$ 5,000	\$ 5,000	\$ 5,000				
172	Equipment		Janitor's Cart	Park	Parks & Rec	Recreation Center	\$ 5,000	\$ 5,000	\$ 5,000				
173	Facility Improvement		Refinish Gym Floors	Park	Parks & Rec	Recreation Center	\$ 8,000	\$ 8,000	\$ 8,000				
174	Equipment		6 new cameras	Park	Parks & Rec	Recreation Center	\$ 9,500	\$ 9,500	\$ 9,500				
175	Facility Improvement		Hot Tub System with Acid	Park	Parks & Rec	Recreation Center	\$ 9,500	\$ 11,000	\$ 11,000				
176	Facility Improvement		Replace 2 HVAC	Park	Parks & Rec	Recreation Center	\$ 20,000	\$ 20,000	\$ 20,000				
177	Equipment		Replace Sand Filters- Indoor Pool	Park	Parks & Rec	Recreation Center	\$ 25,000	\$ 25,000	\$ 25,000				
178	Facility Improvement		Pool Heater	Park	Parks & Rec	Recreation Center	\$ 47,500	\$ 47,500	\$ 47,500				
179	Equipment		Batting Cages at Cadwell between Fields A & B	Park	Parks & Rec	Sports Complex	\$ 30,000	\$ -	\$ -				
180	Facility Improvement		Stainless Steel Countertop- Soccer Concessions	Park	Parks & Rec	Sports Complex	\$ 9,500	\$ -	\$ -				
181	Facility Improvement		LED on drake	Park	Parks & Rec	Sports Complex	\$ 325,000	\$ -	\$ -				
182	Facility Improvement		LED lights on ABC	Park	Parks & Rec	Sports Complex	\$ 465,000	\$ -	\$ -				
183	Facility Improvement		Storage Building	Park	Parks & Rec	Sports Complex	\$ 500,000	\$ -	\$ -				
184	Facility Improvement		LED Lights 8 Softball Fields	Park	Parks & Rec	Sports Complex	\$ 1,250,000	\$ -	\$ -				

	Council Work Session Review Items												
	Improvements, Projects, Equipment	Project	Item	Fund	Department		Requested	Admin Review	2026 Proposed	Council Changes	General Fund Budget impact	Ent. Tax Budget Impact	Notes
185	Facility Improvement		Sports Field House	Park	Parks & Rec	Sports Complex	\$ 2,000,000	\$ -	\$ -				
186	Equipment		Outdoor Workout Equipment	Park	Parks & Rec	Sports Complex	\$ 5,000	\$ -	\$ 5,000				
187	Equipment		Ice Edger	Park	Parks & Rec	Sports Complex	\$ 8,500	\$ 8,500	\$ 8,500				
188	Facility Improvement		LED Rink Lighting	Park	Parks & Rec	Sports Complex	\$ 12,000	\$ 12,000	\$ 12,000				
189	Facility Improvement		Field of Dreams Pressbox	Park	Parks & Rec	Sports Complex	\$ 45,000	\$ 45,000	\$ 45,000				
190	Facility Improvement		5 pole replacements listed as "rejects" 50%	Park	Parks & Rec	Sports Complex	\$ -	\$ 100,000	\$ 100,000				
191	Facility Improvement		Ice Arena Roof	Park	Parks & Rec	Sports Complex	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000				
192	Facility Improvement		Flooring	Sanitation	Public Works	Landfill	\$ 5,000	\$ 5,000	\$ 5,000				
193	Equipment		Plow	Sanitation	Public Works	Landfill	\$ 10,000	\$ 10,000	\$ 10,000				
194	Facility Improvement		Awning for Scale Opeartor	Sanitation	Public Works	Landfill	\$ 10,000	\$ 10,000	\$ 10,000				
195	Facility Improvement		Door Improvements	Sanitation	Public Works	Landfill	\$ 10,000	\$ 10,000	\$ 10,000				
196	Equipment		3/4 Ton Truck	Sanitation	Public Works	Landfill	\$ 50,000	\$ 50,000	\$ 50,000				
197	Facility Improvement		Portable Fencing	Sanitation	Public Works	Landfill	\$ 50,000	\$ 50,000	\$ 50,000				
198	Infrastructure		Alley Maintenance- 2 Alley Projects	Sanitation	Public Works	Landfill	\$ 70,000	\$ 70,000	\$ 70,000				
199	Facility Improvement		Land Purchase (payment 2 of 10)	Sanitation	Public Works	Landfill	\$ 348,000	\$ 348,000	\$ 348,000				
200	Equipment		Dumpsters	Sanitation	Public Works	Recycling	\$ 5,000	\$ 5,000	\$ 5,000				
201	Facility Improvement		Landscaping around recycling building	Sanitation	Public Works	Recycling	\$ 20,000	\$ 20,000	\$ 20,000				
202	Equipment		Air Compressor	Sewer	Public Works	Collection	\$ 32,000	\$ 32,000	\$ 32,000				
203	Equipment		Skid Loader	Sewer	Public Works	Collection	\$ 65,000	\$ 65,000	\$ 65,000				
204	Infrastructure		Manhole Rehabilitation	Sewer	Public Works	Collection	\$ 100,000	\$ 100,000	\$ 100,000				
205	Infrastructure		14th Wisconsin to Bypass	Sewer	Public Works	Collection	\$ 148,000	\$ 148,000	\$ 148,000				
206	Infrastructure		CIPP	Sewer	Public Works	Collection	\$ 200,000	\$ 200,000	\$ 200,000				
207	Equipment		Dump Truck	Sewer	Public Works	Collection	\$ 250,000	\$ 250,000	\$ 250,000				
208	Infrastructure	N. Ohlman from 23rd to Kemper	Sewer	Sewer	Public Works	Collection	\$ 1,085,000	\$ 1,085,000	\$ 1,085,000				
209	Infrastructure	13th Avenue Lift Station	sewer	Sewer	Public Works	Collection	\$ 2,420,000	\$ 2,420,000	\$ 2,420,000				
210	Equipment		Snow plow only dump truck	Water	Public Works	Distribution	\$ 18,500	\$ 18,500	\$ 18,500				
211	Equipment		Trimble	Water	Public Works	Distribution	\$ 32,500	\$ 32,500	\$ 32,500				
212	Equipment		Truck box for 162	Water	Public Works	Distribution	\$ 55,000	\$ 55,000	\$ 55,000				
213	Equipment		Semi Tractor	Water	Public Works	Distribution	\$ 125,000	\$ 125,000	\$ 125,000				
214	Infrastructure	13th Avenue Wisconsin to Park	water	Water	Public Works	Distribution	\$ 155,000	\$ 155,000	\$ 155,000				
215	Infrastructure	13th Avenue Lift Station	water	Water	Public Works	Distribution	\$ 480,000	\$ 480,000	\$ 480,000				

	Council Work Session Review Items												
	Improvements, Projects, Equipment Project Item Fund Department Requested Admin Review 2026 Proposed Council Changes General Fund Budget impact Ent. Tax Budget Impact Notes												
216	Infrastructure		Development Fund- to give budget authority to front costs of development	Water	Public Works	Distribution	\$ 600,000	\$ 600,000	\$ 600,000				
217	Infrastructure	N. Ohlman from 23rd to Kemper	Water	Water	Public Works	Distribution	\$ 802,000	\$ 802,000	\$ 802,000				
	\$ 49,440,088 \$ 32,858,663 \$ 34,072,903 \$ (113,200) \$ -												
	Design, Engineering & Other Budget Requested 2026 Proposed Council Changes Budget impact Note												
218	Study	Storm Sewer Study East of Sanborn & South of the High School		HDR Engineering		Storm Sewer	\$ 130,000		\$ 130,000				
219	Design	6th Avenue Juanita to Sanborn		McLaury Engineering		water & waste water	\$ 240,000		\$ 240,000				
220	Study	State Water Plan Update for Water & Sewer- required for SRFs		SPN		water & waste water	\$ 320,000		\$ 320,000				
221	Retail Study	Update retail information with Retail Strategies		Retail Strategies		Mayor	\$ 50,000		\$ 50,000	\$ -	\$ (50,000)		9/15: KM, -7 remove 9/15
222	Economic Study	updated study of Mitchell economy		Dakota Instiute		Mayor	\$ 50,000		\$ 50,000	\$ -	\$ (50,000)		9:15: KM, -7 remove 9/15
223	Projects	Mitchell High Student Council-Student led projects		Mitchell High School		Mayor	\$ 50,000		\$ 10,000	\$ -	\$ (10,000)		9/15: KM, -7 remove . T.G. /J.S. bring projects to council for consideration 9/15
						\$ 800,000				\$ (110,000)			

	Council Work Session Review Items												
	Improvements, Projects, Equipment	Project	Item	Fund	Department	Requested	Admin Review	2026 Proposed	Council Changes	General Fund Budget impact	Ent. Tax Budget Impact	Notes	
	Subsidies										GF Budget Impact	Ent Tax Impact	Notes
	General Fund												
224		A.C.T.- Area Community Theater		General		\$ 42,500	\$ 78,298		\$ 29,750	\$ -	\$ (29,750)		JS/DS to take back to the last year's approved funding. To start. All "aye". Mike- "nay"
225		CASA- Court Appointed Special Advocates		General		\$ 5,000	\$ 10,000		\$ 3,500	\$ 5,000	\$ 1,500		S.T. move reduce to \$0. Marty 2nd. Aye- 7 Nay - 1
226		Cornerstone Career Learning Center		General		\$ -	\$ 7,000		\$ -	\$ -	\$ -		Mike B invited Kim Olson to overview subsidy application
227		Dakota Counseling		General		\$ 13,000	\$ 14,500		\$ 9,100	\$ 13,000	\$ 3,900		Michelle C. invited to speak
228		DHDA- Dakota Heartland Development Association (Regional Economic Development)		General		\$ 25,000	\$ 25,000		\$ 17,500	\$ 25,000	\$ 7,500		David L invited to speak. MB fund at 17,500.
229		Exchange Club Fireworks Display		General		\$ 10,000	\$ 13,000		\$ 13,000	\$ 15,660	\$ 2,660		D.S Fireworks cost has went up. Marty to increase 15,660. TG second. Aye- all, nay- 0
230		Horsemen's Sports Incorporated		General		\$ -	\$ 118,979			\$ 36,778	\$ 36,778		HSI invited to speak. Mike approve 36,778 ;Marty 2nd. Aye-TS, MB, MB, ST, JS Nay- TG, KM, JD
231		MAHI- Mitchell Area Housing Incorporated		General		\$ 50,000	\$ 50,000			\$ -	\$ -		JS to \$0, Mike 2nd. All aye
232		MADC- Mitchell Area Development Association		General		\$ 182,000	\$ 192,000		\$ 127,400	\$ 182,000	\$ 54,600		Mike B to keep at 127,400 but they could come and and ask for the 54,600 to bring up to 182,000. Died for a lack of 2nd
233		Mitchell Municipal Band		General		\$ 11,500	\$ 14,500		\$ 14,500	\$ 14,500	\$ -		JS move to 14,500/ marty 2nd. All aye
234		Mitchell Prehistoric Indigenous Archaeological Site & Museum		General		\$ 19,000	\$ 25,000		\$ 13,300	\$ 25,000	\$ 11,700		TG. Increase to 25,000. Marty 2nd. Aye- all
235		MMS&B- Mitchell Main Street & Beyond		General		\$ 45,000	\$ 55,000		\$ 31,500	\$ 50,000	\$ 18,500		ST. increase to 50,000 JS 2nd. Aye- all
236		Safe Place of Eastern SD		General		\$ 20,000	\$ 15,000		\$ 14,000	\$ 15,000	\$ 1,000		JS, move to 15,000; 2nd by ST. Aye- All
237		Salvation Army		General		\$ -	\$ 20,000		\$ -	\$ -	\$ -		
	Entertainment Tax Fund		Amount in Requested Ent. Tax Budget										
238		Convention & Visitor's Bureau		Ent Tax		\$ 262,500	\$ 275,000		\$ 183,750	\$ 262,500		\$ 78,750	Johanna Allen invited to speak
						\$ 685,500	\$ 913,277		\$ 457,300	\$ 644,438	\$ 108,388	\$ 78,750	

General Fund Budget Changes		
Revenue		
Growth in Property Taxes 9/22	\$	102,506
Total Revenue	\$	102,506
Expenses		
Patrol Car Printers 9/22	\$	(9,200)
Hitchcock Park Parking Lot Expansion 9/15	\$	(90,000)
Retail Strategies 9/15	\$	(50,000)
Dakota Institute Economic Study 9/15	\$	(50,000)
MHS Student Council Projects 9/15	\$	(10,000)
Roundabout at 23rd & Ohlman 9/22	\$	615,395
Transfer to Parks (due to budget changes) admin	\$	(14,000)
Transfer to Lake for Dam Study 9/22	\$	200,000
ACT 9/22	\$	(29,750)
CASA 9/22	\$	1,500
Dakota Counseling 9/22	\$	3,900
Dakota Heartland Development 9/22	\$	7,500
Exchange Club Fireworks 9/22	\$	2,660
Horsemen's Sports inc. 9/22	\$	36,778
MADC 9/22	\$	54,600
Prehistoric Indigenous Archaeological Site & museum 9/22	\$	11,700
MMS&B 9/22	\$	18,500
Safe Place 9/22	\$	1,000
Total Expenses	\$	700,583
Difference		
	\$	(598,077)

Park Fund Budget Changes		
Revenue		
Transfer from general fund (due to budget changes)- admin	\$	(14,000)
Total Revenue	\$	(14,000)
Expenses		
Munroe Park Outdoor Rink -9/22	\$	(4,000)
Start Up Tree Nursery 9/22	\$	(10,000)
Total Expenses	\$	(14,000)
Difference		
	\$	-

WORK SESSION OF THE CITY COUNCIL
MITCHELL, SOUTH DAKOTA

September 15, 2025
5:00 P.M.

PRESENT: Mayor Jordan Hanson, Marty Barington, Mike Bathke, John Doescher,
Tim Goldammer, Dan Sabers, Jeffrey Smith, Susan Tjarks

ABSENT:

PRESIDING: Council President Kevin McCardle

REVIEW:

The City Council met September 15, 2025 for a budget work session in the Council Chambers of City Hall. The City Council reviewed budgeted capital items, including the Corn Palace Plaza, the second Fire Station, an additional parking lot by Hitchcock Pool, and Golf Course Improvements-Phase III.

ADJOURN:

There being no further business to come before the meeting, Council President McCardle adjourned the work session at 5:58 p.m.


Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
MITCHELL, SOUTH DAKOTA**

**September 15, 2025
6:00 P.M.**

PRESENT: Marty Barington, Mike Bathke, John Doescher, Tim Goldammer
Kevin McCardle, Dan Sabers, Jeffrey Smith, Susan Tjarks

ABSENT:

PRESIDING: Mayor Jordan Hanson

AGENDA:

Moved by Goldammer, seconded by Barington, to approve the following items on the consent agenda:

- a. City Council Minutes
 - 1. City Council September 2, 2025
 - 2. Work Session September 8, 2025
- b. Department Reports
 - 1. Sales Tax Collections (August)
 - 2. Finance (August)
 - 3. Building Permits (August)
 - 4. Police (July/August)
 - 5. Fire (July/August)
 - 6. Code Enforcement (July/August)
- c. Automatic Supplements
 - 1. Parks in the amount of \$6,162.87 from insurance proceeds
- d. Raffle Permits
 - 1. Palace City Youth Football with the drawing to be held on September 15, 2025
 - 2. VFW Post 2750 with the drawing to be held every Sunday
- e. Special Event Permit Application for Raise Em Rank Bull Riding Series Finals on October 3-4, 2025
- f. Declare Surplus Property-1st Avenue (Lot 13, 21, 26 and garage-101 S. Foster) to be destroyed
- g. Airport PreApplications:
 - Mitchell Runway FY 2026 AIP Preapplication
 - Mitchell Hangar FY 2026 IUA Preapplication
 - Mitchell 2026 CIP
- h. Change Order #4 for North Harmon Sanitary Sewer Outfall Project #2023-06 increasing the contract amount by \$4,421.93 to Halme Construction Inc adjust contract amount to \$3,352,029.18
- i. Set date 1:30 p.m., October 9, 2025 for bid opening for Tornado Safe Room at Campground

Project #2023-33

j. Set date 1:30 p.m., October 14, 2025 for bid opening for Park, Landfill, and WWTP Hayland 3-year Lease (2026-2027-2028) Project #2026-05

k. Pay Estimates September 15, 2025

Pay Estimate #62 in the amount of \$7,307.25 for Above Ground Storage Tank #2020-20 contracted to Infrastructure Design Group

Pay Estimate #1 in the amount of \$12,755.13 for Firesteel NAWCA #2021-14 contracted to Midwest Concrete & Excavating

Pay Estimate #14 in the amount of \$3,282.85 for Firesteel NAWCA #2021-14 contracted to Steve Donovan

Pay Estimate #3 in the amount of \$3,831.54 for Firesteel NAWCA #2021-14 contracted to Fischer Aerial LLC

Pay Estimate #45 in the amount of \$1,562.50 for Wastewater Treatment Plant Improvements #2021-31 contracted to HDR Engineering

Pay Estimate #7 in the amount of \$1,984.93 for Spruce Street Railroad Crossing #2021-39 contracted to SD Department of Transportation

Pay Estimate #12 in the amount of \$4,197.50 for Wastewater Treatment Plant-Phase II #2022-01 contracted to GeoTek Engineering

Pay Estimate #32 in the amount of \$63,438.98 for Wastewater Treatment Plant-Phase II #2022-01 contracted to HDR Engineering

Pay Estimate #12 in the amount of \$234.40 for Jetty & Marina Project #2023-03 contracted to Shive-Hattery

Pay Estimate #19 in the amount of \$29,581.25 for 2nd and 4th Construction #2023-21 contracted to McLaury Engineering

Pay Estimate #2 in the amount of \$5,975.00 for FEMA Risk Management Plan #2025-03 contracted to HDR Engineering

Pay Estimate #5 in the amount of \$8,855.00 for 13th & Wisconsin Drainage Study #2025-08 contracted to McLaury Engineering

Pay Estimate #4 in the amount of \$1,670.00 for Old Landfill Leachate Monitoring #2025-28 contracted to GeoTek Engineering

Pay Estimate #4 in the amount of \$1,682.50 for New Landfill Monitoring #2025-29 contracted to GeoTek Engineering

Pay Estimate #1 in the amount of \$281,131.76 for Payloader #2025-33 contracted to Butler Machinery

Pay Estimate #11 in the amount of \$5,488.93 for AIP '33 Municipal Hangar Construction contracted to Helms & Associates

Pay Estimate #8 in the amount of \$27,678.84 for AIP '34 Airport Runway 18/36 Reconstruction contracted to Helms & Associates

l. Approve Bills, Payroll, Salary Adjustments and New Employee Hires and Authorize Payment of Recurring and other expenses in advance as approved by the Finance Officer

PAYROLL AUGUST 17, 2025 – AUGUST 30, 2025: City Council \$3,735.28, Mayor \$1,614.57, City Administrator \$6,691.52, Administrative Boards \$2,442.65, Attorney \$5,601.88, Finance \$15,286.43, Human Resources \$4,601.44, Municipal Building \$6,125.01, Information Technology

253

09-15-2025

\$3,453.08, Police \$94,452.06, Traffic \$5,819.29, Fire \$43,072.98, Street \$34,851.33 Public Works \$26,601.88, Cemetery \$8,036.43, Library \$17,234.19, Recreation & Aquatics \$8,659.98, Recreation Center \$17,522.57 Sports Complexes \$13,723.97, Ballpark Concessions-\$487.02, Parks \$20,965.55, Supervision \$4,418.10, E911 \$24,186.16, Palace Transit \$29,723.89, JVCC \$2,197.99, Nutrition \$4,814.78, Airport \$2,669.37, Water Distribution \$16,885.42, Sewer \$16,646.44, Recycling Program \$9,286.80, Waste Collection \$7,076.55, Landfill \$12,191.07, Corn Palace \$27,783.29, Golf Course \$7,478.60 Campground \$2,553.60, Emergency Medical Services \$40,562.33

NEW HIRES:

CORN PALACE: Andrew Juhnke-\$11.50, Wanda Kobes-\$13.70, Kynley Schoenfelder-\$11.50

PALACE TRANSIT: Tyson Patton-\$22.036, Shirley Tschetter-\$15.20

RECREATION & AQUATICS: Alex Schaeftbauer-\$14.70

RECREATION CENTER: Camdyn Beatch-\$12.70, Kazlyn Schulz-\$20.00, Tristin Van Wassenhove-\$14.70

SPORTS COMPLEXES: Noah Schnee-\$14.20

WASTE WATER: Carson Berg-\$21.394

SALARY ADJUSTMENTS:

FINANCE: Erika Miller-\$27.119

FIRE: Shannon Sandoval-\$106,122.79

LIBRARY: Rachel Soulek-\$27.675

STREET: Steven Anderson-\$40.674, Jim Cranny-\$23.615, Gavyn Degen-\$23.615

WASTE COLLECTION: Walter Davis-\$24.569

TERMINATION:

CORN PALACE: Megan Hogue

PARKS: Lukas Bennett, Jakobi Brink, Conrad Krietlow, Esten Schlimgen, Hudson Schmidt

WARRANTS: #1 Break Time Portables, Rentals-\$320.00; A-Ox Welding Supply, Supplies-\$269.27; Accounts Management, Garnishment-\$561.52; ADBC Student Chapter, 2025 Corn Palace Festival Stagehands-\$5,000.00; AFSCME Council 65, Union Dues-\$546.63; Al's Engraving, Supplies-\$38.85; Amazon Capital Services, Supplies-\$1,331.12; American Garage Door, Repair-

\$304.62; Arctic Refrigeration, Repair-\$481.36; ASCAP, Licensing Fee-\$18.33; Ascend Contracting, Maintenance-\$44,387.84; Associated Supply, Maintenance-\$82.63; AT&T Mobility, Utilities-\$588.92; AT&T Mobility, Utilities-\$1,108.40; B-Y Water District, Water Usage-\$124,241.24; Bailey Metal Fabricators, Supplies-\$110.17; Baker & Taylor, Books-\$36.63; Bender Sewer & Drain, Maintenance-\$1,882.25; Big Daddy D's, Contract Services-\$5,830.50; Butler Machinery, Supplies-\$282,869.83; C&B Operations, Maintenance-\$3,061.39; C&D Pedal Pulls, Entertainment-\$510.00; Carquest Auto Parts, Supplies-\$1,756.73; CDW Government, Supplies-\$551.51; Central Electric, Repairs-\$682.93; Century Link, Utilities-\$71.97; Chesterman, Supplies-\$1,028.80; CHS Farmers Alliance, Supplies-\$7,737.59; City of Mitchell, Utilities-\$31,013.53; City of Mitchell, Open Skate-\$300.00; City of Mitchell, Hotel Tax-\$766.00; Claims Associates, Liability-\$1,269.80; Climate Systems, Supplies-\$500.50; Coborns, Contract Services-\$1,568.00; Column Software, Advertising-\$920.38; Core-Mark, Supplies-\$1,787.93; Corn Palace, Supplies-\$15.00; County Fair, Contract Services-\$1,187.20; Dakota Data Shred, Service-\$131.72; Dakota Fluid Power, Supplies-\$324.36; Dakota Pro Striping & Irrigation, Maintenance-\$1,020.41; Dakota Pump, Supplies-\$1,472.35; Dakota Supply Group, Supplies-\$60.91; Davison County Register of Deeds-\$90.00; Davison Rural Water Systems, Water Usage-\$62.15; Department of Agriculture, Solid Waste-\$3,253.58; Department of Social Services, Child Support-\$359.54; Diane Osterloo, Membership-\$280.00; Dicks Towing, Daytime Towing-\$960.00; Dimock Dairy, Supplies-\$369.90; Dive Rescue International, Training-\$1,800.00; Don Dahl, Entertainment-\$50.00; Elfstrand's Ace Hardware, Supplies-\$233.46; Elliott Equipment, Supplies-\$148.13; Emergency Education, First Aid/CPR Class-\$4,640.00; Envisionware, Annual Subscription-\$1,756.43; ETix, Ticketing Fees-\$450.50; Fastenal, Supplies-\$268.51; Fedex, Mailing-\$19.06; Fischer Aerial, 2021-14 P.E. #3-\$3,831.54; Fleetpride, Supplies-\$383.17; Fox Paint & Blinds, Supplies-\$195.15; Galls, Supplies-\$534.79; Geotek Engineering & Testing, 2022-1 P.E. #12A-\$7,550.00; Great Western Tire, Supplies-\$2,271.60; Guardian Alliance Technology, Investigation-\$150.00; Harlow's Bus Sales, Supplies-\$518.59; Hawkins, Supplies-\$1,154.78; HDR Engineering, 2021-31 P.E. #45-\$70,976.48; Heiman, Supplies-\$802.62; Helms and Associates, AIP '33 Airport P.E. #11-\$33,167.77; Henry Schein, Supplies-\$1,849.69; Ican, Advertising-\$750.00; Infrastructure Design Group, 2020-20 P.E. #62-\$7,307.25; Ingram Library Services, Books-\$1,040.46; Interstate Office Products, Supplies-\$255.30; James Valley Landscape Solutions, Supplies-\$202.99; JCL Solutions, Supplies-\$156.00; JGE Inc Dba Bobcat of Aberdeen, Supplies-\$1,071.14; Johnson Controls, Service Contract-\$5,074.50; Jones, Supplies-\$2,915.30; Jordan Vandenbos, Deposit-\$700.00; Kevin Nelson, Travel-\$51.59; Krohmer Plumbing, Repair-\$211.99; Lakeview Veterinary Clinic, Management-\$900.00; Larry's I-90 Service, Maintenance-\$30.00; Leighton Family Farms, Supplies-\$720.00; Loren Vanoverschelde, Riparian Payment #4-\$6,185.00; M&T Fire and Safety, Pump Testing-\$3,481.00; Make it Mine Designs, Supplies-\$63.61; MC&R Pools, Supplies-\$1,574.78; McLaury Engineering, 2023-21 P.E. #19-\$38,436.25; McLeod's Printing, Supplies-\$2,049.00; Menard's, Supplies-\$783.12; Messerli & Kramer, Garnishment-\$351.00; Midcontinent Communication, Advertising-\$1,483.00; Midwest Concrete & Excavating, 2021-14 P.E. #1-\$12,755.13; Midwest Fire & Safety, Service-\$1,977.59; Midwest Laboratories, Testing-\$1,508.05; Midwest Oil, Supplies-\$212.17; Mitchell Animal Rescue, Management Fee-\$350.00; Mitchell Area Historical Society, Boiler Replacement-\$25,000.00; Mitchell Convention & Visitors Bureau, Entertainment Tax-\$43,750.00; Mitchell Plumbing & Heating, Supplies-\$4,093.44; Mitchell Telecom, Utilities-\$2,981.36; Mitchell Towing and Recovery, Daytime Towing-\$360.00; Mitchell United Way, United Way Deductions-\$391.00; Mount Vernon School District, Contract Services-\$34.00; Mueller Lumber, Supplies-\$22.79; Muth Electric,

Maintenance-\$9,707.71; Napa Central, Supplies-\$93.65; North Central Seed, Supplies-\$250.00; North Dakota Library, Travel-\$175.00; Northern Truck Equipment, Supplies-\$69.67; Northwest Pipe Fittings, Supplies-\$3,797.98; Northwestern Energy, Utilities-\$66,416.96; Olson Sod Farms, Supplies-\$152.00; One Source The Background, Background Checks-\$339.00; Overdrive, Ebooks-\$49.37; Palace Transit, Annual Contract-\$10,500.00; Pepsi Cola, Supplies-\$765.36; Peterbilt of Sioux Falls, Supplies-\$5,371.05; Porter Distributing, Supplies-\$825.95; Postal Solutions, Mailing Service-\$3,009.09; Preferred Snacks dba Kathy Kaye Foods, Supplies-\$3,916.80; Premier Pest Control, Maintenance-\$400.00; Public Health Laboratory, Lab Testing-\$550.00; Qualified Presort Service, Postage-\$251.31; Ray O'Herron, Supplies-\$2,065.00; Recreonics, Supplies-\$450.44; Runnings Supply, Supplies-\$581.17; S&M Printing, Supplies-\$53.00; Safety Benefits, Safety Committee-\$75.00; Saga Communications of South Dakota, Advertising-\$746.00; Sanitation Products, Supplies-\$2,734.01; South Dakota Department of Transportation, 2021-39 P.E. #7-\$1,984.93; South Dakota Municipal League, Registration-\$375.00; South Dakota Redbook Fund, Books-\$648.00; South Dakota-Supplemental, Supplemental Retirement-\$3,455.00; South Dakota-Supplemental Roth 457, Roth 457 Contributions-\$2,172.50; Sherwin-Williams, Supplies-\$347.68; Shive-Hattery, 2023-3 P.E. #12-\$234.40; Soesbe Contracting, Repairs-\$768.86; Southeast South Dakota Tourism, Advertising-\$100.00; Standard Insurance, Life Insurance-\$443.84; Steve Donovan, 2021-14 P.E. #14-\$3,282.85; Sturdevants Auto Value Mitchell, Supplies-\$1,108.32; Sun Gold Sports, Supplies-\$339.84; Teamsters Local No. 120, Union Dues-\$1,482.00; The Dugout, Contract Services-\$3,681.00; Thomas L Price, Screening-\$350.00; Thomson Reuters West, Online Software-\$1,314.00; Thune True Value & Appliance, Supplies-\$159.41; Titan Machinery-Application, Repair-\$47.40; Titan Machinery-Mitchell, Supplies-\$29,454.40; TMA Stores, Supplies-\$487.90; Traditions Prepared Meals, Contract Services-\$3,166.03; Tri M Tunes, Supplies-\$765.00; Van Wall Equipment, Supplies-\$48.84; Verizon Wireless, Utilities-\$622.08; Vern Eide Ford, Supplies-\$278.03; Vestis, Mat Cleaning-\$401.73; Walmart/Capital One, Supplies-\$94.60; Watertown Wholesale, Supplies-\$154.33; Zellom, Supplies-\$24.14; Wameworks, August Expense Posting-\$9,088.85; Wellmark, Administration, Prescription, Medical-\$248.809.10; Clover, Credit Card-\$5304.96; Global Payment-Credit Card-\$28030.54; MoneyMoving, NIHCA-\$13.25; Authorize.net, Credit Card Fees-\$157.80

Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

CITIZENS INPUT:

Elizabeth Luczak of Mitchell Main Street & Beyond updated City Council and the public about the upcoming events happening during the months of September and October.

Council Member Goldammer stated the Mitchell Area Inclusion Coalition is doing a bilingual story time at the Mitchell Public Library once a month.

HEARINGS:

It was advised that this is the date and time set for hearing on the application of The Crown & Eye Culinary Company dba The Green Room, 623 South Sanborn Blvd for a new Retail (on-off sale)

Wine and Cider License (Video lottery is not included). Notice of hearing has been given and affidavit of publication is on file. Moved by Tjarks, seconded by Smith, to approve said application. Goldammer abstained. Motion carried.

It was advised that this is the date and time set for hearing on the application of The Crown & Eye Culinary Company dba The Green Room, 623 South Sanborn Blvd for a new Retail (on-off sale) Malt Beverage & SD Farm Wine License (Video lottery is not included). Notice of hearing has been given and affidavit of publication is on file. Moved by Tjarks, seconded by Barington, to approve said application. Goldammer abstained. Motion carried.

UPDATE:

Eric Lund and Jim Herbert of Barr Engineering were present to give an update and answer questions regarding the Lake Mitchell project. South Dakota Department of Agriculture and Natural Resources has stated additional dam studies are required to be completed before approving plans and specifications. A contract will be brought back to a future City Council meeting for consideration.

CONSIDER APPROVAL:

Discussion took place regarding the intersection of 23rd and Ohlman. A decision needs to be made on whether the intersection should be controlled by stop signs or a roundabout. Moved by Smith, seconded by Tjarks, to proceed with a roundabout for the intersection at 23rd and Ohlman. Motion carried.

Moved by Goldammer, seconded by Smith, to approve Agreement #A2025-55A, Easement for Lakeshore Sanitary Sewer with JTZ Properties. Motion carried.

Moved by Goldammer, seconded by Tjarks, to approve Agreement #A2025-55B, Easement for Lakeshore Sanitary Sewer with TZ Legacy. Motion carried.

Moved by McCardle, seconded by Goldammer, to approve Agreement #A2025-56, Design, Build, and Construction Phase Services for Water Department Maintenance Facility Project #2026-01 with Ciavarella Design for a lump sum fee of \$143,300.00. Motion carried.

RESOLUTION:

Moved by Tjarks, seconded by Sabers, to approve Resolution #R2025-59. Levying Business Improvement District #3 Special Assessments for 2025-2026, as follows:

RESOLUTION NO. R2025-59

A RESOLUTION IMPLEMENTING AN OCCUPATIONAL TAX FOR BUSINESS IMPROVEMENT DISTRICT #3

WHEREAS a public hearing was held on September 15, 2025 by the City Council for the City of Mitchell, South Dakota regarding levying of special assessment for properties included in Business Improvement District #3 (BID #3); and

WHEREAS the City Council following said hearing has determined that the special assessments are proper and reflect the special benefit to each property proposed to be assessed; and

WHEREAS the assessment roll has been reviewed and found to be acceptable;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Mitchell, SD that:

1. That as required by Ordinance #O2018-05, a BID #3 assessment “year” is hereby established to begin on July 1st and continue until June 30th of the following year.
2. The special assessments for BID #3 as outlined in the attached assessment roll are hereby levied against the properties listed in the assessment roll.
3. These assessments shall be due and payable in two installments, the first half due on or before December 31, 2025 and the remainder due on or before June 30, 2026. The assessments shall be collected under Ordinance #O2018-05 and Plan Two as provided by SDCL 9-43-102.
4. Such assessments shall be subject to the provisions of Ordinance #O2018-05.

Motion carried and resolution declared duly adopted. The assessment roll shall be open for public inspection at the Finance Office in City Hall.

HEARING:

It was advised that this is the date and time set for hearing on the proposed resolution for Collection of Special Assessments for 2024 Miscellaneous Concrete Projects, 2024 Construction Projects, and 2024 Nuisance Abatements. City Engineer I JoElle Dammann reviewed the assessment roll. No property owners were present for discussion. The hearing was then closed.

RESOLUTIONS:

Moved by Goldammer, seconded by McCardle, to approve Resolution #R2025-63, Collection of Special Assessment Roll for 2024 Miscellaneous Concrete Projects, 2024 Construction Projects, and 2024 Nuisance Abatements, as follows:

RESOLUTION # R2025-63 PROVIDING FOR COLLECTION OF SPECIAL ASSESSMENT ROLLS FOR 2024 MISC. CONCRETE PROJECTS, 2024 CONSTRUCTION PROJECTS AND 2024 NUISANCE ABATEMENTS

2024 Misc. Concrete Projects, 2024 Construction Projects and 2024 Nuisance Abatements

WHEREAS, Special Assessment Roll for the 2024 Misc. Concrete Projects, 2024 Construction Projects and 2024 Nuisance Abatements have been submitted by the Engineer I of Public Works to the City Council of the City of Mitchell for their approval.

WHEREAS, SDCL-9-43-102; requires the governing body of a municipality provide by resolution or ordinance whether said aforementioned special assessments and installments thereof shall be payable under Plan One, collection by the County Treasurer, or Plan Two, collection by the Municipal Finance Officer, and the number of annual installments into which said assessments shall be divided; and

WHEREAS, SDCL-9-43-103; requires the rate of interest that deferred installments shall bear be specified on that assessment roll.

The Special Assessments to be levied for payment of construction costs for the #2023-4 Misc. Concrete Projects, if the total assessment is over one hundred dollars (\$100.00) shall be divided into five (5) annual installments each equal to one-fifth of the total amount assessed to each lot of tract listed in said Special Assessment Roll, and the collection thereof shall be according to Plan One, as provided by SDCL-9-43-102. The interest to be charged shall be 8%.

The Special Assessments to be levied for payment of construction costs for the #2024-15 Paving and Overlay Project (Sam St Extension and patching on S Miller St), if the total assessment is over one hundred dollars (\$100.00) shall be divided into ten (10) annual installments each equal to one-tenth of the total amount assessed to each lot of tract listed in said Special Assessment Roll, and the collection thereof shall be according to Plan One, as provided by SDCL-9-43-102. The interest to be charged shall be 8%.

The Special Assessments to be levied for payment of costs of 2024 Nuisance Abatement Projects shall be one (1) installment, equal to the total amount assessed to each lot or tract listed in said Special Assessment Roll, and the collection thereof shall be according to Plan One, as provided by SDCL-9-43-102. The interest to be charged shall be 8%.

The description of all lots and parcels of land to be assessed together along with the amount properly chargeable are shown on said Special Assessment Roll.

The Property Owner will have 30 days after the collection hearing, starting September 15th, 2024, until October 15th, 2024, to pay their assessment in full to avoid paying any interest. Payments can be made in the finance office in City Hall at 612 North Main Street.

The Assessment Roll shall be open for public inspection at the finance office in City Hall.

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Barington, to approve Resolution #R2025-65, Surplus and Auction of Trailer and House in the 1100 and 1200 Block of East 1st Avenue, as follows:

RESOLUTION #R2025-65

A RESOLUTION PROVIDING FOR THE SURPLUS AND AUCTION OF ONE TRAILER UNIT LOCATED IN THE 1100 AND 1200 BLOCK OF EAST 1ST AVENUE AND THE HOUSE AT 1219 E 1ST AVENUE

WHEREAS the City of Mitchell is the owner of real property in the 1100 and 1200 Block of East 1st Avenue in Mitchell, and there are currently multiple trailer unit located on the property as well as a building at 1219 E 1st Avenue; and

WHEREAS, the City desires to auction and remove the building and trailer unit as they are no longer necessary, useful, or suitable for the purpose for which they were acquired; and

WHEREAS the City intends to auction the building and trailer units themselves, not including any interest in the land itself, upon the conditions further provided in this resolution, and if no buyer is found, then such trailer unit(s) shall be demolished and removed.

THEREFORE, BE IT RESOLVED by the City Council of the City of Mitchell, SD that the City hereby determines that the trailer unit located on Lot 38 of the Parkview Homes complex in the 1100 and 1200 Block of East 1st Avenue, as well as the building at 1219 E 1st Ave, are no longer necessary, useful, or suitable for the purpose for which they were acquired; and

IT IS FURTHER RESOLVED that such building and trailer unit shall be sold at auction upon such terms as the Public Works department may provide in advance of the auction. Notice of the auction shall be published twice with the first occurring at least 10 days prior to the sale. However, the auction shall be for the building and trailer unit themselves, sold individually, in as is condition, and no interest in the real property itself shall accrue, transfer, or otherwise vest to any successful buyer. Upon completion of the auction, the mayor and finance officer are authorized to award the building and trailer unit to the successful bidder by signing the terms and conditions sheet of the successful bidder or bidders; and

IT IS FURTHER RESOLVED that if at auction no buyer is found, such building and trailer unit shall be demolished and removed from the property.

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by McCardle, to approve Resolution #R2025-66, Tax Levies to be Certified to County Auditor, as follows:

Resolution #R2025-66
A Resolution Certifying the Tax Levy for the 2026 Annual Appropriation Budget

WHEREAS, SDCL 9-21-34 & 9-21-34.1 were enacted in 2021 for the purpose of providing municipalities with certain flexibilities within budget proceedings;

WHEREAS, the City of Mitchell adopted Ordinance #O2021-10 implementing changes to the City of Mitchell Annual Appropriation Proceedings;

WHEREAS, Ordinance #O2021-10 requires that the City hold a hearing regarding tax levies for the upcoming fiscal year, and direct the finance officer to certify the tax levies to the Davison County Auditor as required by law;

THEREFORE BE IT RESOLVED, that the Finance Officer is directed to certify the following dollar amount of tax levies for the year January 1, 2026 through December 31, 2026.

Amount to be certified to the County Auditor: \$7,041,914

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Barington, to approve Resolution #R2025-67, A Resolution Giving Approval to Certain Sewer Facilities Improvements; Giving Approval to the Issuance and Sale of a Revenue Bond to Finance, Directly or Indirectly, the Improvements to the Facilities; Approving the Form of the Loan Agreement and the Revenue Bond and Pledging Project Revenues and Collateral to Secure the Payment of the Revenue Bond; and Creating Special Funds and Accounts for the Administration of Funds for Operation of the System and Retirement of the Revenue Bond and Providing for a Segregated Special Charge or Surcharge for the Payment of the Bonds, as follows:

RESOLUTION NO. R2025-67

RESOLUTION GIVING APPROVAL TO CERTAIN SEWER FACILITIES IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING PROJECT REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND AND PROVIDING FOR A SEGREGATED SPECIAL CHARGE OR SURCHARGE FOR THE PAYMENT OF THE BONDS.

WHEREAS, one of the purposes of SDCL Chapter 9-40 (the "Act") as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of any system for the collection, treatment and disposal of sewage

and other domestic, commercial and industrial wastes; or any system for the control of floods and drainage; or any combination thereof, together with extensions, additions, and necessary appurtenances; and,

WHEREAS, a municipality is authorized by Section 6 of the Act to issue revenue bonds to defray the cost of extensions, additions and improvements to any utility previously owned without pledging its credit and is authorized to pledge the net income or revenues from the Project in accordance with Section 15 of the Act; and,

WHEREAS, the City of Mitchell (the "City") currently operates a sewer system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; and for the control of floods and drainage and has determined that improvements to the sewer facilities are necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its sewer system; and,

WHEREAS, the City has determined to issue its revenue bonds to finance the improvements to its sewer system for the purpose of collecting, treating and disposing of sewage and other domestic, commercial and industrial wastes (the "System") and has applied to the South Dakota Conservancy District (the "District") for a Clean Water State Revolving Fund Loan to finance the improvements;

WHEREAS, the City shall adopt special rates or surcharges for the improvements to be pledged, segregated and used for the payment of the Bonds.

NOW THEREFORE BE IT RESOLVED by the City as follows:

SECTION 1. Definitions. The terms when used in this Resolution shall have the following meanings set forth in this section unless the context clearly requires otherwise. All terms used in this Resolution which are not defined herein shall have the meanings assigned to them in the Loan Agreement unless the context clearly otherwise requires.

"Act" means South Dakota Codified Laws Chapter 9-40.

"Loan" means the Loan made by the South Dakota Conservancy District to the City pursuant to the terms of the Loan Agreement and as evidenced by the Revenue Bond.

"Project" means the City of Mitchell Wastewater Treatment Facility Phase 2 Addition Funds Request.

"Revenue Bond" means the revenue bond or bonds issued the date of the Loan Agreement by the City to the South Dakota Conservancy District to evidence the City's obligation to repay the principal of and pay interest and Administrative Expense Surcharge on the Loan.

"System" means the City's system of collecting, treating and disposing of sewage and other domestic, commercial and industrial wastes.

SECTION 2. Declaration of Necessity and Findings.

2.1.1. Declaration of Necessity. The City hereby determines and declares it is necessary to construct and finance improvements to its System described as the Project.

2.2. Findings. The City does hereby find as follows:

2.2.1. The City hereby expressly finds that if the Project is not undertaken, the System will pose a health hazard to the City and its inhabitants and will make the City unable to comply with state and federal law.

2.2.2. Because of the functional interdependence of the various portions of the System, the fact that the System may not lawfully operate unless it complies with State and federal laws, including SDCL Chapter 34A-2, and the federal Clean Water Act, and the nature of the improvements financed, the City hereby finds and determines that the Project will substantially benefit the entire System and all of its users within the meaning of Sections 15 and 17 of the Act.

2.2.3. The City hereby determines and finds that for the purposes of the Act, including, in particular, Sections 15 and 17 of the Act, only the net income from the Project financed by the Revenue Bond be pledged for its payment.

SECTION 3. Authorization of Loan, Pledge of Revenue and Security.

3.1. Authorization of Loan. The City hereby determines and declares it necessary to finance up to \$5,000,000 of the costs of the Project through the issuance of bonds payable from the revenue of the Project and other funds secured by the City. The City hereby determines that because the Revenue Bond is issued in connection with a financing agreement described in SDCL 46A-1-49, pursuant to Section 15 of the Act no election is required to issue the Revenue Bond.

3.2. Approval of Loan Agreement. The execution and delivery of the Revenue Obligation Loan Agreement (the "Loan Agreement"), the form of which is on file with the Finance Officer (the "Finance Officer") and open to public inspection, between the City as Borrower and the District, is hereby in all respects authorized, approved and confirmed, and the Mayor and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content attached hereto, with such changes as the Attorney for the City deems appropriate and approves, for and on behalf of the City. The Mayor and Finance Officer are hereby further authorized and directed to implement and perform the covenants and obligations of the City set forth in or required by the Loan Agreement. The Loan Agreement herein referred to and made a part of this Resolution is on file in the office of the Finance Officer and is available for inspection by any interested party.

3.3. Approval of Revenue Bond. The issuance of a revenue bond in a principal amount not to exceed \$5,000,000 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement (the "Revenue Bond") shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the Mayor, Finance Officer, and other appropriate officials shall be and are

hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the District, for and on behalf of the City, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The Mayor and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in Section 19 of the Act.

3.4. Pledge of Revenues. The Revenue Bond together with the interest thereon, shall not constitute a charge against the City's general credit or taxing power, but shall be a limited obligation of the City payable solely out of the Project Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Revenue Bond and shall be used for no other purpose than to pay the principal of, interest and Administrative Surcharge on the Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement (including the purpose of securing Additional Bonds issued as permitted by the terms thereof). The City covenants and agrees to charge rates for all services from the Project or establish special charges or surcharges which will be sufficient to provide for the payments upon the Revenue Bond issued hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the Project, and depreciation, and the Rate Resolution shall be revised from time to time so as to produce these amounts. The City hereby reserves the right to determine on a periodic basis the appropriate allocation of operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate, abridge or otherwise contravene the covenant of the City set forth in this Section 3 or any other covenant or agreement in the Loan Agreement.

SECTION 4. Special Charge or Surcharge for Revenue Bond.

4.1. The City does hereby create the Revenue Bond Special-Surcharge District (the "Surcharge District") which shall include all users which benefit from the Project. There shall be charged a special charge or surcharge pursuant to Section 15 of the Act for the services provided by Project financed by the Revenue Bond. The special charge or surcharge shall be segregated from other revenues of the System and shall be used for the payment of the Revenue Bond. The special charge or surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements and shall be 110% of the debt service requirements on the Revenue Bond.

4.2. Rates and collection. The rate herein specific will be collected as a special charge or surcharge for the Project. This special charge or surcharge shall remain in effect until such time as the Revenue Bond is defeased or paid in full.

4.3. Initial Surcharge. The initial special charge or surcharge shall be set by resolution and collected at the same time as other charges of the utility. All users within the Surcharge District which benefit from the Project, current and future, shall be charged the special charge or surcharge. The special charge or surcharge is found to be equitable for the services provided by the Project. The special charge or surcharge shall begin at such time as will produce sufficient revenue to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due.

4.4. Segregation. The Finance Officer shall set up bookkeeping accounts in accordance with South Dakota Legislative Audit guidelines for the segregation of the revenue, special charges and surcharges.

4.5. Periodic review. The amount of the surcharge shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the Loan Agreement's rate covenant and to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due. The surcharge may be set by resolution in accordance with this Section. The rate resolution shall be necessary for the support of government and shall be effective upon passage.

SECTION 5. Additional Bonds. As permitted by Sections 8 and 9 of the Act, Additional Bonds payable from revenues and income of the System or Project may be issued, as permitted in the Loan Agreement, and no provision of this Resolution shall have the effect of restricting the issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The City shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

SECTION 6. Project Fund Accounts. For the purpose of application and proper allocation of the income of the Project and to secure the payment of principal, Administrative Surcharge and interest on the Revenue Bond, the following mandatory asset segregations shall be included in the sewer system account of the City and shall be used solely for the following respective purposes until payment in full of the principal of and interest on the Revenue Bond:

6.1. Project Revenue Account. There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the resolutions and ordinances of the City of Mitchell, South Dakota (collectively the "Rate Resolution"). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

6.2. Project Debt Service Account. Out of the revenues in the Project Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal of, interest and Administrative Surcharge on the Revenue Bonds and any reserve determined by the City's governing body to be necessary. The amount set aside monthly shall be not less than one-third of the total principal, interest, and Administrative Surcharge payable on the following February 15, May

15, August 15 or November 15 and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

6.3. Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the Project Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the Common Council to be a proper and adequate amount for repair and depreciation of the Project.

6.4. Project Surplus Account. There shall be established the Project Surplus Account. Revenues remaining in the Project Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be transferred to the Project Surplus Account. If at any time there shall exist any default in making any periodic transfer to the Project Debt Service Account, the Common Council shall authorize the Finance Officer to rectify such default so far as possible by the transfer of money from the Project Surplus Account. If any such default shall exist as to more than one account or fund at any time, then such transfer shall be made in the order such funds and accounts are listed above.

When not required to restore a current deficiency in the Project Debt Service Account, moneys in the Project Surplus Account from time to time may be used for any of the following purposes and not otherwise:

- (a) To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;
- (b) To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the Project Debt Service Account and the Project Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then:
- (c) To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or
- (d) To be used for any other authorized municipal purpose designated by the Common Council.
- (e) No moneys shall at any time be transferred from the Project Surplus Account or any other account of the Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as provided in this Section.

SECTION 7. Approval of Paying Agent/Registrar. The Revenue Bond shall be payable at the office of U.S. Bank National Association, St. Paul, Minnesota, hereby designated as paying agent and registrar.

SECTION 8. Approval of Bond Counsel. Meierhenry Sargent LLP is hereby retained as Bond Counsel with respect to the Revenue Bond.

SECTION 9. Tax Matters. The Interest on the Revenue Bond shall be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (“the Code”) and applicable Treasury Regulations (the “Regulations”).

SECTION 10. Covenants. The City hereby covenants and agrees with the District and other owners of the Revenue Bond as follows:

10.1. The City will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.

10.2. The City agrees and covenants that it will promptly construct the improvements included in the Project.

10.3. The City covenants and agrees that pursuant to Sections 25 through 27 of the Act, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the Project and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal and interest on the Revenue Bond, and the City agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise for the operation of any other utility supplying like products or services in competition therewith, or permit any person, firm or corporation to compete with it in the distribution of water for municipal, industrial, and domestic purposes within the City.

10.4. The City covenants and agrees with the District and other owners of the Revenue Bond that it will maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to Section 19 of the Act.

SECTION 11. Depositories. The Finance Officer shall cause all moneys pertaining to the Funds and Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as any of the Bonds and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Funds and Accounts as

authorized in this Resolution; except that moneys from time to time on hand in the Funds and Accounts may at any time, in the discretion of the City's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Fund may be invested in such securities maturing not later than ten years from the date of the investment. Income received from the deposit or investment of moneys shall be credited to the Fund or Account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys therein.

SECTION 12. Consent to Appointment. In the event of mismanagement of the Project, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project are dissipated, wasted or diverted from their proper application as set forth in the Loan Agreement, Revenue Bond, or herein, the City hereby consents to the appointment of a receiver pursuant to Section 33 of the Act, and agrees that the receiver will have the powers set forth therein, and in Sections 34 and 35 of the Act to operate and administer the Project, and charge and collect rates as described therein.

SECTION 13. Severability. If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

SECTION 14. Repeal of Resolution. At such time as the Revenue Bond is defeased or paid in full, this Resolution and the special charge or surcharge shall automatically be repealed without any further action of the City.

SECTION 15. Authorization of City Officials. The Mayor, Finance Officer, City Attorney and City officials shall be and they are hereby authorized to execute and deliver for and on behalf of the City any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

SECTION 16. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Bathke, to approve Resolution #R2025-68, A Resolution Amending the 2025 Compensation Plan for the City of Mitchell, as follows:

**RESOLUTION #R2025-68
A RESOLUTION AMENDING THE 2025 COMPENSATION PLAN FOR THE
CITY OF MITCHELL**

BE IT RESOLVED, THAT THE FOLLOWING COMPENSATION PLAN FOR THE CITY OF MITCHELL BE AMENDED FOR FY2025 as follows:

NON- GRADED PART TIME POSITIONS

CS- Transit	Transit Operator (1 PT)*	Grade 11 (FT Plan) Step A only
CS-Transit	Transit Operator (8 PT)	Grade 11 (FT Plan) Step A only
CS-Transit	Van Drivers (1 PT)*	Grade 3
CS-Transit	Van Drivers (2 PT)	Grade 3

**PT positions that qualify for SDRS

Motion carried and resolution declared duly adopted.

ADJOURN:

There being no further business to come before the meeting, Mayor Hanson adjourned the meeting.



Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

**SPECIAL MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
MITCHELL, SOUTH DAKOTA**

**September 22, 2025
5:30 P.M.**

PRESENT: Marty Barington, Mike Bathke, John Doescher, Tim Goldammer,
Kevin McCardle, Dan Sabers, Jeffrey Smith, Susan Tjarks

ABSENT:

PRESIDING: Mayor Jordan Hanson

EXECUTIVE SESSION:

Moved by Goldammer, seconded by Barington, to go into Executive Session as permitted by SDCL 1-25-2(3) Legal. Motion carried.

Mayor Hanson declared the board out of executive session at 5:53 p.m. and the City Council to reconvene in regular session at 5:54 p.m.

BUDGET WORK SESSION:

The City Council met September 22, 2025 for a budget work session in the Council Chambers of City Hall.

The City Council reviewed 2026 subsidy application requests.

Moved by Smith, seconded by Sabers, to restore all subsidies to 2025 levels and do not include any new subsidy requests. Action will be taken on any changes to these levels. Bathke nay. Motion carried.

Moved by Tjarks, seconded by Barington, to reduce Area Community Theatre to zero dollars for 2026. Goldammer nay. Motion carried.

Moved by Barington, seconded by Goldammer, to increase Exchange Club Fireworks Display to \$15,660.00 for 2026. Motion carried.

Moved by Bathke, seconded by Barington, to fund the Horsemen's Sports Inc. in the amount of \$36,778.00 for 2026. Members present voting aye: Barington, Bathke, Sabers, Smith, Tjarks. Members present voting nay: Doescher, Goldammer, McCardle. Motion carried.

Moved by Smith, seconded by Bathke, to reduce Mitchell Area Housing Inc. to zero dollars for 2026. Motion carried.

Moved by Smith, seconded by Barington, to increase Mitchell Municipal Band to \$14,500.00 in 2026. Motion carried.

Moved by Goldammer, seconded by Barington, to increase Mitchell Prehistoric Indian Village to \$25,000.00 for 2026. Motion carried.

Moved by Smith, seconded by Tjarks, to increase Mitchell Main Street & Beyond to \$50,000.00 for 2026. Motion carried.

Moved by Smith, seconded by Tjarks, to increase Safe Place of Eastern SD to \$15,000.00 for 2026. Motion carried.

Moved by Smith, seconded by Tjarks, to strike the political funding application question from subsidy applications. Smith withdrew his motion.

The City Council discussed and reviewed capital project requests for 2026.

Moved by Goldammer, seconded by Smith, to fund the full \$2,500,000.00 for the second fire station in 2026 from future capital improvement funds. Motion carried.

The following items were reviewed with a roll call vote taken:

Munroe Park Outdoor Rink:

Members voting to remove item: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members voting to fund item: none.

Fire/EMS Carpet in Dorm:

Members voting to fund item: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members voting to remove item: none.

Hitchcock/Kibbee Park Sunshades:

Members voting to fund item: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members voting to remove item: none.

Police Car Printers: Consensus by Council Members to remove item.

Nursery Start Up:

Members voting to remove item: Barington, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members voting to fund item: Bathke.

Golf Course Wetting Agent: Consensus by Council Members to remove item.

Moved by Goldammer, seconded by Barington, to approve funding the roundabout at the 23rd & Ohlman intersection with the 5' sidewalk portion assessed to the property owners with a city cost of approximately \$615,395.00. Members present voting aye: Barington, Bathke, Doescher,

Goldammer, McCardle, Smith, Tjarks. Members present voting nay: Sabers. Motion carried.

Moved by Tjarks, seconded by Goldammer, to approve funding the Corn Palace Plaza Expansion in the amount of \$750,000.00 from Entertainment Tax funds. Members present voting aye: Barington, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: Bathke, Doescher. Motion carried.

ADJOURN:

There being no further business to come before the meeting, Mayor Hanson adjourned the meeting at 9:11 p.m.



Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

**SPECIAL MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
MITCHELL, SOUTH DAKOTA**

**September 29, 2025
5:00 P.M.**

PRESENT: Mike Bathke, John Doescher, Tim Goldammer, Kevin McCardle,
Jeffrey Smith, Susan Tjarks

ABSENT: Marty Barington, Dan Sabers

PRESIDING: Mayor Jordan Hanson

PUBLIC COMMENT:

Mitchell resident, Steve Sibson, is concerned about more crime in the area and believes more money should be budgeted to build a new jail.

Council Member Smith asked when the Corn Palace mural decorating would begin. Public Works Director Joe Schroeder stated Pro Contracting will be contacted to get a start date and the work should be completed by Thanksgiving. Corn Palace Director Dave Sietsema stated City personnel is doing the grasses and tearing down the old corn.

RESOLUTION:

Moved by Goldammer, seconded by Tjarks, to approve Resolution #R2025-70, Ohlman Street-23rd to Kemper Utility and Street Improvements State Revolving Fund Application, as follows:

RESOLUTION #R2025-70

RESOLUTION AUTHORIZING AN APPLICATION FOR FINANCIAL ASSISTANCE, AUTHORIZING THE EXECUTION AND SUBMITTAL OF THE APPLICATION, AND DESIGNATING AN AUTHORIZED REPRESENTATIVE TO CERTIFY AND SIGN PAYMENT REQUESTS.

WHEREAS the City of Mitchell (the "City") has determined it is necessary to proceed with the **North Ohlman Street Utility Improvements Project** (the "Project"); and

WHEREAS the City has determined that financial assistance will be necessary to undertake the Project and an application for the additional financial assistance to the South Dakota Board of Water and Natural Resources is being prepared; and

WHEREAS it is necessary to designate an authorized representative to execute and submit the Application on behalf of the City and to certify and sign payment requests in the event financial assistance is awarded for the Project,

NOW THEREFORE BE IT RESOLVED by the City as follows:

1. The City hereby approves the submission of a Clean Water SRF application for financial assistance in an amount not to exceed **\$3,930,000** to the South Dakota Board of Water and Natural Resources for the Project.
2. The Mayor is hereby authorized to execute the Application and submit it to the South Dakota Board of Water and Natural Resources, and to execute and deliver such other documents and perform all acts necessary to effectuate the Application for financial assistance.
3. The Mayor is hereby designated as the authorized representative of the City to do all things on its behalf to certify and sign payment requests in the event financial assistance is awarded for the Project.

Motion carried and resolution declared duly adopted.

ADJOURN:

There being no further business to come before the meeting, Mayor Hanson adjourned the meeting.



Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.



Community Services Board
City Council Chambers, City Hall, 612 N. Main Street
September 11, 2025

1. Call To Order

Jay Larson called the September 11th, 2025, Community Services Advisory Board Meeting to order at 10:00am.

2. Roll Call

Members Present: Jay Larson, Penny Virchow, Wendy Linke, Kristi Bitterman, Jan Quenzer, and Sarah Beckstrom

Members Absent: Al Jacklin and Cole Morgan

Ex-Officio Members Present: John Doescher

Staff Present: Jessica Pickett and Amy Hurt

3. Approval of the Agenda

A motion was made by Kristi Bitterman second by Sarah Beckstrom to approve the agenda. All members present voting aye, motion carried.

4. Approve Minutes from Previous Meeting

A motion was made by Jay Larson second by Jan Quenzer to approve the January 2025 meeting minutes. All members present voting aye, motion carried. Due to no quorum at the May meeting, there was a summary of what was discussed, and no approval is needed.

5. Transit Program Review

The tri-annual Palace Transit Program Review was done on September 10, 2025. The state looks at the financials, administration, management, personnel, bus facility, buses, and the procurement. The final results will be sent out later this month.

6. Jefferson Lines

Jefferson Lines is a bus line that goes through South Dakota from east to west and north to south. Palace Transit is now a Ticket Provider for Jefferson Lines, with a percentage of all sales going to Palace Transit.

7. Transit Rider Appeal Update

The Transit Rider Appeal that was discussed at our last meeting, passed on an email vote, and the rider has been riding with no issues.

8. New Hires

We have hired Tyson Sprinkel as a full-time bus driver and Tyson Patton as a part-time bus driver. The part-time office position has also been filled by Shirley Tschetter. Shirley is multilingual, and is able to help out with our Spanish-speaking clients.

9. Nutrition Subrecipient Monitoring Desk Review

A Subrecipient Monitoring Desk Review of the City of Mitchell Adult Nutrition Program records for January–June 2025 was conducted by the state. The state looks at the operational and financial condition of the program. There were no findings for this review.

10. Adult Nutrition Program Supplement Provisions

The final provisions have not come out yet, but one of the main changes will be a limit of 10 meals per person a week. This will include the Congregate Meals, Dine Card Meals, and the Second Meals.

11. Adult Nutrition Contract

The 2025/2026 Adult Nutrition Contract dollar amount has been decreased for this year, and we were told there would not be funds for amendments. We have received the award amount, but not the actual contract. Jessica has been in contact with many legislators to help increase the funding for the Adult Nutrition Programs. She has attended the Tripp City Council Meeting, Parkston City Council Meeting, and the Hutchinson County Meeting, to ask for funding assistance with any shortfalls in funding,

12. Adult Nutrition Suggested Contribution

Board members were given the Congregate Meal Rates from all across South Dakota. We currently have the lowest rates in the state for congregate eligible and ineligible meals. With the cost of food and the decrease in the contract amount, it was suggested that we raise the meal rates, which led to a lengthy discussion. A motion was made by Jan Quenzer second by Sarah Beckstrom to raise the eligible meal contribution to \$5.00 and the ineligible meal cost to \$10.00. The members present voting were 3 yes and 3 no, motion failed. A motion was made by Penny Virchow second by Kristi Bitterman to raise the eligible meal contribution rate to \$5.00 and the ineligible meal cost to \$8.00. Five of the six members present voting aye, motion carried. The meal increase recommendation will now go to the Mitchell City Council on Monday, October 6th, 2025.

13. Cathedral Squares Nutrition Site

Cathedral Squares Board decided they no longer wanted to pay for a Nutrition Site Coordinator, and told the current coordinator before contacting us. The Nutrition Site Coordinator then resigned after hearing that. With no site coordinator or funds to pay for one, and all the other cuts, plus the lower meal counts at Cathedral Squares, it was decided to close that site. Eligible participants can ride the Palace Transit Bus for free and come to the James Valley Community Center for a meal.

14. JVCC Food Safety Inspection

The James Valley Community Center scored 100% on the Department of Health — Food Service Inspection that was done on August 18th, 2025. There were no findings.

15. United Way Funding

The James Valley Community Center received \$7,000, Adult Nutrition received \$2,000, and the Mitchell Volunteer Program received \$0.00 from the Mitchell United Way for 2026.

16. Citizens Input

Deb Olson and Judy Gaston from the Mitchell Food Pantry addressed the board, asking for help from Palace Transit to help with transportation for their clients to and from the food pantry. A meeting will be set up to discuss the options.

17. Department Reports & Updates

A. Palace Transit

The year-to-date Ridership Report for April, June, and July was given to the board members. The report breaks down the rides by the purpose of the ride and the driver. The trip purposes include, education, employment, medical, nutrition, shopping, and social rides.

B. Adult Nutrition

Board members were given the April—August Nutrition reports. For this fiscal year we are down compared to last year and our projections. The Dine Card and Second Meals are both up compared to last year.

C. Mitchell Volunteer Program - MVP

We currently have 127 volunteers enrolled in the Mitchell Volunteer Program. The report given to the board members shows the non-profits in the community where volunteers helped from April to August.

D. James Valley Community Center - JVCC

The activity calendars were provided for the board members to show all the activities that are happening at the James Valley Community Center. JVCC's Activities Coordinator, Betty Anderson, continues to bring new activities and events to the center.

18. Next Meeting

The next meeting will be on Thursday, November 13th, 2025 at 10:00am.

19. Adjournment

The meeting was adjourned by Jay Larson at 10:47am.

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 9/19/2025

Organization: DWU WBB/MBB

SDCL #22-25-25 authorizes the following organizations or committees to conduct lotteries / raffles. Please indicate your category:

☐ Chartered veterans' organization	☐ Religious organization
☐ Charitable organization	☒ Educational organization
☐ Fraternal organization	☐ Local civic or service club
☐ Political party	☐ Volunteer fire department
☐ Political action committee or political committee on behalf of any candidate for a political office	

Contact Information:

Name: JASON CHRISTENSE

Address: 1200 West University

Phone #: 605 - 995 - 2175

Email: jchrist6dub.edu

501(c) 3 - (Non-Profit): yes ☒ no ☐ eligible ☐

Dates of Ticket Sales: 10-30-25 - 3-15-26

Date of Raffle Drawing: 50/50 drawing 6 Horse games

Value of Raffle Prize: 1/2 of the pot

Proceeds Benefitting: WBB/MBB

*Raffle tickets cannot be sold until 30 days after permit is received by Finance Office

Date Received: 9-19-2025

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 9/19/2025

Organization: DWU Women's Basketball

SDCL #22-25-25 authorizes the following organizations or committees to conduct lotteries / raffles. Please indicate your category:

☐ Chartered veterans' organization	☐ Religious organization
☐ Charitable organization	☒ Educational organization
☐ Fraternal organization	☐ Local civic or service club
☐ Political party	☐ Volunteer fire department
☐ Political action committee or political committee on behalf of any candidate for a political office	

Contact Information:

Name: Jason Christensen

Address: ~~323~~ 1200 West University

Phone #: 605 995-2175

Email: jachrist@dwu.edu

501(c) 3 - (Non-Profit): yes ☒ no ☐ eligible ☐

Dates of Ticket Sales: 10-30-25

Date of Raffle Drawing: 11-15-25

Value of Raffle Prize: \$100 - \$500

Proceeds Benefitting: WBB

*Raffle tickets cannot be sold until 30 days after permit is received by Finance Office

Date Received: 9-19-2025

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer _____

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: 9-25-25

Organization: Kiwanis Club of Mitchell

SDCL #22-25-25 authorizes the following organizations or committees to conduct lotteries / raffles. Please indicate your category:

☐ Chartered veterans' organization	☐ Religious organization
☐ Charitable organization	☐ Educational organization
☐ Fraternal organization	☒ Local civic or service club
☐ Political party	☐ Volunteer fire department
☐ Political action committee or political committee on behalf of any candidate for a political office	

Contact Information:

Name: Linda McEntee

Address: PO Box 131

Phone #: 605-770-8644

Email: mitchellkiwanis@yahoo.com

501(c) 3 – (Non-Profit): yes ☒ no ☐ eligible ☐

Dates of Ticket Sales: November 1 - December 10

Date of Raffle Drawing: December 10

Value of Raffle Prize: \$1000

Proceeds Benefitting: Kiwanis youth projects

*Raffle tickets cannot be sold until 30 days after permit is received by Finance Office

Date Received: 9-29-25

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	October 6, 2025	Requested By:	Jessica Pickett
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	NA		
Agenda Item:	Adult Nutrition Fees		
Explanation/Background of Agenda Item Requested:	Due to the increase of raw food and materials, we have budgeted in 2026 to increase the price per meal for the caterers who prepare the Adult Nutrition meals. In order to offset those increased costs the Community Services Advisory Board voted at the September 11th meeting to propose an increase in meal rates to a \$5 per meal suggested contribution to participants 60 and older and \$8 per meal to participants under 60. This price increase is consistent with other Adult Nutrition sites across the state.		

CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	October 6, 2025	Requested By:	Aaron Hieb
Desired Action of City Council:	Authorization & Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	N/A - Traffic		
Agenda Item:	Special Event Permit Application Mitchell Food Pantry Turkey Giveaway on Saturday, November 22, 2025		
Explanation/Background of Agenda Item Requested:	The Mitchell Food Pantry Inc. is requesting a Special Event Permit for their Thanksgiving Turkey Giveaway, which takes place on Saturday, November 22nd, 2025, from 12:00 PM to 1:00 PM. This event is open to the public and will be held in the City parking lot between Graham Tire and TMA. Attendees will receive a turkey and a box of groceries to make the meal complete. The total anticipated attendance is 200. Please refer to the attached Special Event Permit Application for more details about the event. The submitted Special Event Permit Application requests the following: • Parking Lot Closure (\$50 Fee) • Street Closure (\$100 Fee) The following parking lot closure(s) are requested on Saturday, November 22nd, from 9:00 AM until 1:00 PM: • The Disco Parking Lot • The parking lot between Graham Tire and TMA. The following street closure is requested on Saturday, November 22nd, from 9:00 AM until 1:00 PM: • N. Lawler St from W. 7th Ave to W. 9th Ave. ○ N. Kimball St. will remain open. *Street and parking lot closures, which require an overnight closure, will begin at 3 AM with proper signage placed in the requested street and parking lot(s). *Per the request of the Mitchell Food Pantry Inc., there will be no ticketing and towing of vehicles in the requested street and parking lot closure(s).		

This event is a drive-thru giveaway, where recipients will enter and stage in the Disco parking lot from Kimball St. before they enter the parking lot between Graham Tire and TMA from Lawler St. using the two entrances off Lawler St. Attendees will register, wait for the food to be loaded, and exit the parking lot onto Main Street. The food pallets will be placed between the two light poles in the parking lot. All volunteers wear safety vests.

Please reference the attached Closure & Event Map for further information.

Mitchell Food Pantry Inc. will provide a Certificate of Liability Insurance Form once it becomes available.

***Approval of the submitted Special Event Permit Application will be contingent upon receipt of the Certificate of Liability Insurance Form and payment of the Special Event Permit fee(s) prior to the day of the event.**

Staff recommends City Council approval of the requested Special Event Permit as outlined in the Special Event Permit Application.

Print**Special Event Permit Application - Submission #4317****Date Submitted: 9/25/2025****Special Event Permit Application**

Events that are open to the general public and take place on public grounds; require closure of parking lots and/or streets, sound amplification, fireworks, or are located within a park, are coordinated through the Special Event Permit Application process.

Typically, these events require permits, licenses, and approvals from several City departments, depending on the size and nature of the special event.

To apply for a Special Event Permit, please complete this application. Your application, including required attachments, needs to be submitted at least forty-five (45) days before your event.

Facility Use Agreements and additional equipment rental should also be completed at this time (if applicable).

Event Name:***Event Date:****Event Hours:***

—

Event Date(s): —

Permit(s) & License(s) requests included in this application:*

- ☒ Parking Lot Closure (\$50 Fee)
- ☒ Street Closure (\$100 Fee)
- ☐ City Park Closure (\$100 Fee)
- ☐ Parade Permit (\$50 Fee)
- ☐ Parade Permit - w/ Escort (\$250 Fee)
- ☐ Special Event Liquor License (\$200 Fee)
- ☐ Consumption Permit (\$50 Fee)
- ☐ Consumption Permit - with Special Event Liquor License (\$0 Fee)
- ☐ Fireworks Permit (\$50 Fee)
- ☐ Noise Permit (\$0 Fee)

Time Requested for Parking Lot Closure

11/22/2025 09:00 AM — 11/22/2025 01:00 PM

Time Requested for Street Closure

11/22/2025 09:00 AM — 11/22/2025 01:00 PM

Time Requested for City Park Closure

mm/dd/yyyy hh:mm am/pm — mm/dd/yyyy hh:mm am/pm

Event Information:

Overall Event Description:*

The Turkey Giveaway is created to provide families in need a Thanksgiving Meal who otherwise would not have one. They will receive a turkey and all the groceries to complete the meal.

Please check all that apply:*

- ☐ This is a first time event.
- ☒ This event is open to the public.
- ☐ Admission will be charged.
- ☐ Vendor and / or participant fees are required.
- ☐ The event includes the sale or use of alcoholic beverages.
- ☐ Items and / or services will be sold at the event.
- ☒ The event will be held in a City Park or Facility.

Total anticipated attendance:*

200

Organization:*

Mitchell Food Pantry

Address:*

815 North Rowley St. Ste C

City:*

Mitchell

State:*

SD

Zip Code:*

57301

Event Application Contact Person:*

Karen Pooley

Contact Person Email:*

kapooley@santel.net

Contact Person Phone Number: *

605-770-4725

Day of Event Contact Person:*

Karen Pooley

Contact Person Email:*

kapooley@santel.net

Contact Person Phone Number:*

605-770-4725

Facility Use, Impacted Areas, and Event Map

Please provide a detailed description of what facilities and additional equipment will be needed, along with how many bleachers and picnic tables need to be reserved. (including bleachers, picnic tables, water, electricity, etc.). Also, please provide a detailed list/description of what street/parking lot closure(s) are needed. Attach a copy of the Event Map with your application. The Event Map should show overall layout and setup locations of the following items: alcoholic concessions, beer gardens, food concessions, food prep areas, first aid facilities, trash containers/dumpsters, fencing/barriers/or barricades, sources of electricity/generators, canopies or tent locations; stages, platforms, seating, or related structures.*

The parking ~~lot~~ between TMA and Graham Tire will accomodate the pallets of food and a pickup with turkeys in the middle of the lot between the light poles. It is a drive-thru giveaway. Recipients need not get out of their cars, they will enter either of the 2 entrances on Lawler Street , register, wait for the food to be loaded in their vehicle and exit the lot onto Main Street, There is ample room to wait for traffic on MainStreet if necessary. No city equipment necessary.

This event will include the use of:

Please reserve any item(s) selected below and submit fee to the respective City Department, along with the completion and submission of the application.

- ☐ Indoor Park Shelter - air conditioning (\$159.30/day - Park & Rec Fee)
- ☐ Indoor Park Shelter - no air conditioning (\$116.82/day - Park & Rec Fee)
- ☐ Outdoor Park Shelter (\$58.41/day - Park & Rec Fee)
- ☒ City Facility or Other City Building
- ☐ Picnic Table Rental (\$25 each/day- Park & Rec Fee)
- ☐ Bleacher Rental (\$35 each/day- Park & Rec Fee)
- ☐ Electricity - Main Street Only (Confirm Fee with the Corn Palace)
- ☐ Water - Main Street Only (Confirm Fee with Corn Palace)

Safety, Security, and Accessibility

Please provide a detailed description of the safety, security, and parking plans for the event. Please describe your procedures for crowd control, internal security, and accessibility plans for individuals with disabilities, as well as what arrangements have been made for First Aid, and parking/shuttle plans to the special event.*

This is a drive-thru giveaway, the recipients need not get out of their vehicles. Two lanes of vehicles will enter off Lawler Street, drive straight ahead to register, wait for a volunteer to load the food and continue forward to exit the lot onto Main Street directly across from where they entered. The food is placed between the light poles, in the middle of the parking lot. Once in place the volunteers do not have to cross between vehicles. The volunteers who register the people are always on the left of the vehicles and the volunteers loading are always between the food in the middle and the vehicles. All volunteers wear safety vests.

Noise Permits

Special events that cannot comply with Mitchell City Code Title 5, Chapter 5, Noise Control; are required to obtain a noise permit. MCC 5-5 can be found at: www.cityofmitchellsd.gov/specialevents

Will sound amplification be used?

- ☐ Yes
☒ No

What time will sound amplification be used?

hh:mm am/pm

— hh:mm am/pm

Please list the start time and finish time.

Will sound checks be conducted prior to the event?

- ☐ Yes
☒ No

When will sound checks be performed?

hh:mm am/pm

Fireworks Permits

If any fireworks, rockets, or other pyrotechnics will be used, you must complete the information below.

Fireworks permits require that the applicant acquire and provide a copy of a Certificate of Liability Insurance coverage with a \$1,000,000 General Liability per occurrence coverage with the City of Mitchell must be listed as an additional insured.

Contact information for the person(s) in charge of firing the display:**Name****Address****City****State****Zip Code****Phone Number****Email Address****Date of Display**

mm/dd/yyyy

Time of Display

hh:mm am/pm

—

hh:mm am/pm

Type of Fireworks

- ☐ Class B Explosive (special fireworks)
- ☐ Class C Common Fireworks

Exact Location of Display:**What are the width perimeter requirements?****Insurance**

Insurance for your event is **REQUIRED** before final permit approval.

- Special Events: you will need \$1,000,000 Commercial General Liability Insurance per occurrence.
- Liquor Liability Insurance is required if you are planning to sell alcoholic beverages at your event or facilities rental.
 - A minimum of \$500,000 Liquor Liability Insurance is required per occurrence.
- Fireworks Permits require \$1,000,000 of General Liability Insurance per occurrence.

All required insurance must state: **the name of the event and date(s) of the event**, and must name: **the "City of Mitchell, its officers, employees, and agents"** as an additional insured.

Insurance coverage must be maintained for the duration of the event.

I have the following coverage(s) and attached a copy of the Certificate(s) listed below:

- ☒ Special Event Permit: \$1,000,000 Commercial General Liability per occurrence
- ☐ Special Event Liquor License: \$500,000 Liquor Liability per occurrence
- ☐ Fireworks Permit: \$1,000,000 General Liability per occurrence

Name of Insurance Company

Philadelphia Insurance Co

Agent's Name

Fischer Rounds & Associates

Policy Number

PHPK2607557

Phone Number

605-996-7711

Affidavit of Applicant

By typing your name by each of the items below, you are providing your acknowledgement of the requirements listed.

I understand that this application is subject to Mitchell City Council approval. Any violations of the approved permits will be grounds for law enforcement to require the immediate termination of the event.*

Karen Pooley

I acknowledge and agree to allow the City of Mitchell to publish the Contact Person and media referral telephone numbers on the internet in conjunction with the public notices and calendar of upcoming events in the City of Mitchell.*

Karen Pooley

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed special event and I understand that this application is made subject to the rules and regulations established by the City Council of Mitchell. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Mitchell.*

Karen Pooley

I have attached the following items:

- ☒ Parking Lot Closure Map
- ☒ Street Closure Map
- ☐ City Park Closure Map
- ☐ Parade Route Map
- ☐ Special Event Liquor License Boundaries with Map
- ☐ Consumption Permit Boundaries with Map
- ☐ Fireworks Map
- ☐ Event Layout Map
- ☐ Certificate of Liability Insurance
- ☐ Certificate of Liquor Liability Insurance
- ☐ Certificate of Fireworks Liability Insurance
- ☒ Additional Document(s)

Parking Lot Closure Map

MFP Giveaway Map - Copy.pdf

Street Closure Map

Choose File No file chosen

City Park Closure Map

Choose File No file chosen

Parade Route Map

Choose File No file chosen

Special Event Liquor License Boundaries with Map No file chosen**Consumption Permit Boundaries with Map** No file chosen**Fireworks Map** No file chosen**Event Layout Map** No file chosen**Certificate of Liability Insurance** No file chosen**Certificate of Liquor Liability Insurance** No file chosen**Certificate of Fireworks Liability Insurance** No file chosen**Additional Document** No file chosen**Additional Document**

Turkey giveaway 2025.pdf

Action of City Council _____

Finance Officer_____
Mayor

(Seal)

Date Approved: _____

Amount of Fees Paid: _____



Please note that my email address has changed to mike.koster@cityofmitchellsd.gov Please update your contacts with my new address. Thank you!



First 200
Families
in need

Turkey Giveaway



Saturday, November 22, 2025

12 noon—1:00 pm or until gone

**Providing families in need with a
Thanksgiving Meal**

**Drive-thru giveaway in the city parking lot
between TMA & Graham Tire**

**Don't line up until 11:00
Lot closed until 11:00**

Enter on Kimball, Exit on Main

**Questions Call 990-3663
Must be present, no proxy**



**MITCHELL
FOOD PANTRY**

CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	October 6, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	201-45210-43300, \$505,000		
Agenda Item:	Change Order #1-Final to Rexwinkel Concrete Inc. for Hitchcock Park Pickleball Courts #2023-14		
Explanation/Background of Agenda Item Requested:	Change Order No. 1 adjusts the contract for final installed quantities. Please see attached Change Order #1 for detailed information. Original Contract Amount - \$399,001.10 Decrease of this Change Order - \$711.94 New Contract Amount - \$398,289.16 City staff recommends approval of Change Order No. 1 as outlined above.		

CHANGE ORDER NO. ONE (FINAL)

Owner: City of Mitchell, SD Engineer's Project No.: 16533
 Engineer: SPN & Associates
 Contractor: Rexwinkel Concrete, Inc.
 Project: Hithcock Park Pickleball Courts
 Contract Name: Schedules A, 1A, 2A, and C
 Date Issued: 9/19/2025 Effective Date: 2/21/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

Final Change Order to correct quantities to the amounts actually installed on the project.

Attachments: None

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$399,001.10		Substantial Completion:	8/30/2025
		Ready for final payment:	9/29/2025
Increase from previously approved Change Orders No. 1 to No. 1:		Increase from previously approved Change Orders No.1 to No. 1:	
\$0.00		Substantial Completion:	0
		Ready for final payment:	0
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$399,001.10		Substantial Completion:	8/30/2025
		Ready for final payment:	9/29/2025
Decrease this Change Order:		Increase this Change Order:	
-\$711.94		Substantial Completion:	
		Ready for final payment:	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$398,289.16		Substantial Completion:	8/30/2025
		Ready for final payment:	9/29/2025

Recommended by Engineer

By: Robert D. Sonne
 Title: Project Engineer
 Date: 9/19/2025

Accepted by Contractor

Jamie Rexwinkel
 Title: Jamie Rexwinkel- President
 Date: 09/19/2025

Authorized by Owner

By: _____
 Title: Mayor
 Date: _____

CHANGE ORDER NO: ONE (FINAL)

PROJECT: Hithcock Park Pickleball Courts

OWNER: City of Mitchell, SD

PROJECT NUMBER: 16533

CONTRACTOR:

Rexwinkel Concrete, Inc.

255 S. Industrial Ave.

Corsica SD 57328

BID SCHEDULE A								
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	APPROVED VALUE	RECOMMENDED CHANGES		NEW CONTRACT VALUES	
					QUANTITY	VALUE	QUANTITY	VALUE
1	Mobilization	1 LS	\$31,936.24	\$31,936.24	LS		1 LS	\$31,936.24
2	Remove and Dispose Tree Stump	13 Each	\$264.43	\$3,437.59	Each		13 Each	\$3,437.59
3	Remove, Stockpile and Place Topsoil	650 CuYd	\$11.55	\$7,507.50	CuYd		650 CuYd	\$7,507.50
4	Unclassified Excavation and Embankment	116 CuYd	\$11.55	\$1,339.80	CuYd		116 CuYd	\$1,339.80
5	4" PVC Drain Tile	220 LF	\$12.51	\$2,752.20	LF		220 LF	\$2,752.20
6	Drain Tile Cleanout	1 Each	\$137.50	\$137.50	Each		1 Each	\$137.50
7	Drain Tile Outlet	1 LS	\$137.50	\$137.50	LS		1 LS	\$137.50
8	Granular Subbase	1,300 Ton	\$19.94	\$25,922.00	127 Ton	\$2,532.38	1427 Ton	\$28,454.38
9	8" Base Course	750 Ton	\$19.94	\$14,955.00	-113 Ton	-\$2,253.22	637 Ton	\$12,701.78
10	Geotextile Separator Fabric	1,560 SqYd	\$7.43	\$11,590.80	SqYd		1560 SqYd	\$11,590.80
11	15 Mil Poly Vapor Barrier	1,560 SqYd	\$2.70	\$4,212.00	SqYd		1560 SqYd	\$4,212.00
12	12" PCC Surfacing (Mow Strip)	1,064 SqFt	\$10.25	\$10,906.00	SqFt		1064 SqFt	\$10,906.00
13	Liquid Applied Acrylic Surfacing	1 LS	\$30,000.00	\$30,000.00	LS		1 LS	\$30,000.00
14	Court Marking and Striping	1 LS	\$4,000.00	\$4,000.00	LS		1 LS	\$4,000.00
15	4" Concrete Sidewalk	2,367 SqFt	\$7.25	\$17,160.75	SqFt		2367 SqFt	\$17,160.75
16	Furnish and Install Netting System	6 Each	\$1,316.67	\$7,900.02	Each		6 Each	\$7,900.02
17	Seed, Fertilize and Mulch	1,925 SqYd	By Owner	By Owner	SqYd	By Owner	1925 SqYd	By Owner
18	Seed and Fertilize	330 SqYd	By Owner	By Owner	SqYd	By Owner	330 SqYd	By Owner
19	Erosion Control Blanket	330 SqYd	By Owner	By Owner	SqYd	By Owner	330 SqYd	By Owner
20	Silt Fence	265 LF	\$3.74	\$991.10	-265 LF	-\$991.10	LF	
Total For Schedule A				\$174,886.00		-\$711.94		\$174,174.06

CHANGE ORDER NO: ONE (FINAL)

PROJECT: Hithcock Park Pickleball Courts

OWNER: City of Mitchell, SD

PROJECT NUMBER: 16533

CONTRACTOR:

Rexwinkel Concrete, Inc.

255 S. Industrial Ave.

Corsica SD 57328

BID SCHEDULE 1A:		QUANTITY	UNIT PRICE	APPROVED VALUE	RECOMMENDED CHANGES		NEW CONTRACT VALUES	
ITEM	DESCRIPTION				QUANTITY	VALUE	QUANTITY	VALUE
1	6" PCC Surfacing w/ 24" O.C. #4 Rebar	12,672 SqFt	\$6.95	\$88,070.40	SqFt		12672 SqFt	\$88,070.40
Total For Schedule 1A				\$88,070.40				\$88,070.40

BID SCHEDULE 2A:		QUANTITY	UNIT PRICE	APPROVED VALUE	RECOMMENDED CHANGES		NEW CONTRACT VALUES	
ITEM	DESCRIPTION				QUANTITY	VALUE	QUANTITY	VALUE
1	Furnish and Install 4' Vinyl Chain-Link Fence	112 LF	\$83.05	\$9,301.60	LF		112 LF	\$9,301.60
2	Furnish and Install 8' Vinyl Chain-Link Fence	508 LF	\$102.30	\$51,968.40	LF		508 LF	\$51,968.40
3	Furnish and Install 8'x4' Vinyl Chain-Link Gate	6 Each	\$1,683.00	\$10,098.00	Each		6 Each	\$10,098.00
Total For Schedule 2A				\$71,368.00				\$71,368.00

BID SCHEDULE C:		QUANTITY	UNIT PRICE	APPROVED VALUE	RECOMMENDED CHANGES		NEW CONTRACT VALUES	
ITEM	DESCRIPTION				QUANTITY	VALUE	QUANTITY	VALUE
1	Controls, Wiring, Light Poles and Light Pole Installation	1 LS	\$48,816.90	\$48,816.90	LS		1 LS	\$48,816.90
2	Light Pole Concrete Bases and Complete Conduit Installation	1 LS	\$15,859.80	\$15,859.80	LS		1 LS	\$15,859.80
Total For Schedule C				\$64,676.70				\$64,676.70
Total For All Schedules				\$399,001.10		-\$711.94		\$398,289.16

CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested: **Requested By:**

Desired Action of City Council:

Amount Budgeted in current fiscal year for this item (if applicable):

Agenda Item:

Explanation/Background of Agenda Item Requested:

CHANGE ORDER NO. Two

Owner: City of Mitchell
Engineer: SPN & Associates
Contractor: Halme Inc.
Project: Ohlman Lift Station
Contract Name: Bid Schedule A
Date Issued: 5/21/2025
Owner's Project No.: 2023-16
Engineer's Project No.: 16205
Effective Date: 5/21/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

The Contract is amended by adjusting quantities to what have been installed to date for the underground pipe and fittings along with trees, posts and silt fence. The sanitary sewer valve is deleted. The existing force main was found to be much deeper than planned. A longer run of force main was needed to connect to a high enough elevation for proper slope to avoid air lock. Additional fittings were needed to connect to the force main discharge manhole. One manhole invert needed to be adjusted due to an unexpected pipe elevation.

Attachments: None

Change in Contract Price	Change in Contract Times
Original Contract Price: \$1,239,223.50	Original Contract Times: Substantial Completion: 10/15/2025 Ready for final payment: 11/14/2025
Increase from previously approved Change Orders No. 1 to No. 1: \$1,600.00	Increase from previously approved Change Orders No.1 to No. 1: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$1,240,823.50	Contract Times prior to this Change Order: Substantial Completion: 10/15/2025 Ready for final payment: 11/14/2025
Increase this Change Order: \$36,991.00	Increase this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$1,277,814.50	Contract Times with all approved Change Orders: Substantial Completion: 10/15/2025 Ready for final payment: 11/14/2025

Recommended by Engineer

By: Camden Hof, PE
Title: Project Engineer
Date: 5/22/25

Accepted by Contractor

Jonathan Kesh
Project Manager
5/21/2025

Authorized by Owner

By: [Signature]
Title: Mayor
Date: June 2, 2025

EJCDC® C-941, Change Order

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CHANGE ORDER NO: Two
PROJECT: Ohlman Lift Station
OWNER: City of Mitchell
PROJECT NUMBER: 16205

CONTRACTOR:
Halme Inc.

BID SCHEDULE A				UNIT	APPROVED	RECOMMENDED CHANGES		NEW CONTRACT VALUES	
ITEM	DESCRIPTION	QUANTITY		PRICE	VALUE	QUANTITY	VALUE	QUANTITY	VALUE
1	Mobilization	1 LS		\$128,000.00	\$128,000.00	LS		1 LS	\$128,000.00
2	Remove and Dispose of Lift Station and Wet Well	1 LS		\$12,000.00	\$12,000.00	LS		1 LS	\$12,000.00
3	Remove and Dispose of Manhole	2 EA		\$500.00	\$1,000.00	EA		2 EA	\$1,000.00
4	Furnish Dry Pit Station and Appurtenances	1 LS		\$375,000.00	\$375,000.00	LS		1 LS	\$375,000.00
5	Install Dry Pit Station and Appurtenances	1 LS		\$172,000.00	\$172,000.00	LS		1 LS	\$172,000.00
6	Wet Well and Related Equipment	1 LS		\$247,000.00	\$247,000.00	LS		1 LS	\$247,000.00
7	Passive Odor Control System	1 LS		\$5,000.00	\$5,000.00	LS		1 LS	\$5,000.00
8	Automatic Stand-By Generator System	1 LS		\$42,000.00	\$42,000.00	LS		1 LS	\$42,000.00
9	General Electrical Work	1 LS		\$80,000.00	\$80,000.00	LS		1 LS	\$80,000.00
10	48" Sanitary Sewer Manhole (0-6')	2 EA		\$10,750.00	\$21,500.00	EA		2 EA	\$21,500.00
11	Additional Depth Sanitary Sewer Manhole	7.8 VF		\$870.00	\$6,786.00	4.0 VF	\$3,480.00	11.8 VF	\$10,266.00
12	Liner for 48" Manholes	19.8 VF		\$400.00	\$7,920.00	4.0 VF	\$1,600.00	23.8 VF	\$9,520.00
13	8" Sanitary Sewer Main	61 LF		\$200.00	\$12,200.00	-8 LF	-\$1,600.00	53 LF	\$10,600.00
14	10" Sanitary Sewer Main	82 LF		\$240.00	\$19,680.00	4 LF	\$960.00	86 LF	\$20,640.00
15	Post Construction TV Inspection	131 LF		\$5.00	\$655.00	LF		131 LF	\$655.00
16	Connect to Existing Sanitary Sewer Main	6 EA		\$4,200.00	\$25,200.00	-1 EA	-\$4,200.00	5 EA	\$21,000.00
17	Temporary 8"x8" Tee	1 EA		\$150.00	\$150.00	-1 EA	-\$150.00	EA	
18	8"x4" Wye	1 EA		\$160.00	\$160.00	EA		1 EA	\$160.00
19	4" Sanitary Sewer Service Pipe	4 LF		\$85.00	\$340.00	LF		4 LF	\$340.00
20	Connect to Existing Sanitary Sewer Service	1 EA		\$800.00	\$800.00	EA		1 EA	\$800.00
21	Vertical 6" DIP from Dry Pit	22 LF		\$160.00	\$3,520.00	-2 LF	-\$320.00	20 LF	\$3,200.00
22	6" Force Main	51 LF		\$80.00	\$4,080.00	121 LF	\$9,680.00	172 LF	\$13,760.00
23	6" Tee	1 EA		\$1,750.00	\$1,750.00	EA		1 EA	\$1,750.00
24	6" 45° Bend	2 EA		\$1,250.00	\$2,500.00	3 EA	\$3,750.00	5 EA	\$6,250.00
25	6" 90° Bend	1 EA		\$1,300.00	\$1,300.00	1 EA	\$1,300.00	2 EA	\$2,600.00
26	Connect to Existing 6" Force Main	2 EA		\$3,000.00	\$6,000.00	EA		2 EA	\$6,000.00
27	Tracer Wire Access Box	1 EA		\$110.00	\$110.00	EA		1 EA	\$110.00
28	Tracer Wire Ground	2 EA		\$110.00	\$220.00	EA		2 EA	\$220.00
29	Bypass Pumping	1 LS		\$7,000.00	\$7,000.00	LS		1 LS	\$7,000.00
30	8"x1" Saddle w/ Corp Stop	1 EA		\$2,000.00	\$2,000.00	EA		1 EA	\$2,000.00
31	1" Curb Stop w/ Box	1 EA		\$700.00	\$700.00	EA		1 EA	\$700.00
32	1" Water Service Pipe	98 LF		\$50.00	\$4,900.00	LF		98 LF	\$4,900.00
33	1" Yard Hydrant	1 EA		\$650.00	\$650.00	EA		1 EA	\$650.00
34	1" Tee to Dry Pit	1 EA		\$300.00	\$300.00	EA		1 EA	\$300.00
35	Remove and Dispose of Asphalt Surfacing	211 SY		\$4.50	\$949.50	SY		211 SY	\$949.50
36	Remove and Dispose of Tree (15"-24" Dia.)	6 EA		\$750.00	\$4,500.00	2 EA	\$1,500.00	8 EA	\$6,000.00
37	Remove and Dispose of Wood Post	6 EA		\$48.00	\$288.00	5 EA	\$240.00	11 EA	\$528.00
38	Salvage and Install Fence Cable	75 LF		\$14.00	\$1,050.00	LF		75 LF	\$1,050.00
39	Furnish and Install Wood Posts	10 EA		\$160.00	\$1,600.00	EA		10 EA	\$1,600.00
40	Install New Cable for Fence	33 LF		\$30.00	\$990.00	LF		33 LF	\$990.00
41	Gravel Base Course or Surfacing	240 TN		\$36.00	\$8,640.00	TN		240 TN	\$8,640.00
42	3/4" Rock Surfacing	10 TN		\$50.00	\$500.00	TN		10 TN	\$500.00

BID SCHEDULE A, CONTINUED				UNIT	APPROVED	RECOMMENDED CHANGES		NEW CONTRACT VALUES	
ITEM	DESCRIPTION	QUANTITY		PRICE	VALUE	QUANTITY	VALUE	QUANTITY	VALUE
43	Asphalt Surfacing	60 TN		\$200.00	\$12,000.00	TN		60 TN	\$12,000.00
44	Salvage and Replace Topsoil	90 CY		\$25.00	\$2,250.00	CY		90 CY	\$2,250.00
45	Site Grading, Fill and Access Road Embankment	40 CY		\$80.00	\$3,200.00	CY		40 CY	\$3,200.00
46	Traffic Control Signs	104 SF		\$2.50	\$260.00	SF		104 SF	\$260.00
47	Type III Barricades	6 EA		\$125.00	\$750.00	EA		6 EA	\$750.00
48	Traffic Control, Miscellaneous	1 LS		\$4,200.00	\$4,200.00	LS		1 LS	\$4,200.00
49	Install, Maintain and Remove Silt Fence	220 LF		\$9.00	\$1,980.00	-180 LF	-\$1,620.00	40 LF	\$360.00
50	Hydro-Seed (Type 2) and Fertilize Disturbed Area	405 SY		\$9.00	\$3,645.00	SY		405 SY	\$3,645.00
Total for Bid Schedule A					\$1,239,223.50	\$14,620.00		\$1,253,843.50	

Extra Items for Change Order 1											
CO1	Install Owner Furnished 10" Sewer Gate Valve w/Box	1	EA	\$800.00	\$800.00	-1	EA	-1	EA	\$800.00	
CO2	Install Owner Furnished 6" Force Main Gate Valve w/Box	1	EA	\$800.00	\$800.00		EA		1	EA	\$800.00
Total Extra Items for CO 1					\$1,600.00			-1	EA	\$800.00	
Total for Bid Schedule A - CO 1					\$1,240,823.50				-1	EA	\$800.00

Extra Items for Change Order 2								
CO3	6" 22.5° Bend	EA	\$1,300.00		1 EA	\$1,300.00	1 EA	\$1,300.00
CO4	8" PVC 45° Sanitary Bend	EA	\$1,200.00		2 EA	\$2,400.00	2 EA	\$2,400.00
CO5	Additional Depth on 6" Force Main	LF	\$121.00		121 LF	\$14,641.00	121 LF	\$14,641.00
CO6	Adjust Manhole Invert	EA	\$4,830.00		1 EA	\$4,830.00	1 EA	\$4,830.00
Total Extra Items for CO 2					\$23,171.00		\$23,171.00	
Total for Bid Schedule A - CO 2					\$1,240,823.50		\$36,991.00	
							\$1,277,814.50	

CHANGE ORDER NO. Three

Owner: City of Mitchell Owner's Project No.: 2023-16
 Engineer: SPN & Associates Engineer's Project No.: 16205
 Contractor: Halme Inc.
 Project: Ohlman Lift Station
 Contract Name: Bid Schedule A
 Date Issued: 9/25/2025 Effective Date: 9/25/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

The Contract is amended by adjusting quantities to what have been installed to date. The owner-furnish valve is updated to contractor-furnished. An inside manhole drop is added to the project.

Attachments: None

Change in Contract Price**Change in Contract Times**

Original Contract Price: \$1,239,223.50	Original Contract Times: Substantial Completion: 10/15/2025 Ready for final payment: 11/14/2025
Increase from previously approved Change Orders No. 1 to No. 2: \$38,591.00	Increase from previously approved Change Orders No.1 to No. 2: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$1,277,814.50	Contract Times prior to this Change Order: Substantial Completion: 10/15/2025 Ready for final payment: 11/14/2025
Increase this Change Order: \$55,117.16	Increase this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$1,332,931.66	Contract Times with all approved Change Orders: Substantial Completion: 10/15/2025 Ready for final payment: 11/14/2025

Recommended by Engineer

By: Camden Hof, PE
 Title: Project Engineer
 Date: 9/29/25

Accepted by Contractor

[Signature]
 Title: Project Manager
 Date: 9/29/2025

Authorized by Owner

By: _____
 Title: Mayor
 Date: _____

CHANGE ORDER NO: Three
PROJECT: Ohlman Lift Station
OWNER: City of Mitchell
PROJECT NUMBER: 16205

CONTRACTOR:
Halme Inc.

BID SCHEDULE A		QUANTITY	UNIT PRICE	APPROVED VALUE	RECOMMENDED CHANGES		NEW CONTRACT VALUES	
ITEM	DESCRIPTION				QUANTITY	VALUE	QUANTITY	VALUE
1	Mobilization	1 LS	\$128,000.00	\$128,000.00	LS		1 LS	\$128,000.00
2	Remove and Dispose of Lift Station and Wet Well	1 LS	\$12,000.00	\$12,000.00	LS		1 LS	\$12,000.00
3	Remove and Dispose of Manhole	2 EA	\$500.00	\$1,000.00	EA		2 EA	\$1,000.00
4	Furnish Dry Pit Station and Appurtenances	1 LS	\$375,000.00	\$375,000.00	LS		1 LS	\$375,000.00
5	Install Dry Pit Station and Appurtenances	1 LS	\$172,000.00	\$172,000.00	LS		1 LS	\$172,000.00
6	Wet Well and Related Equipment	1 LS	\$247,000.00	\$247,000.00	LS		1 LS	\$247,000.00
7	Passive Odor Control System	1 LS	\$5,000.00	\$5,000.00	LS		1 LS	\$5,000.00
8	Automatic Stand-By Generator System	1 LS	\$42,000.00	\$42,000.00	LS		1 LS	\$42,000.00
9	General Electrical Work	1 LS	\$80,000.00	\$80,000.00	LS		1 LS	\$80,000.00
10	48" Sanitary Sewer Manhole (0-6')	2 EA	\$10,750.00	\$21,500.00	EA		2 EA	\$21,500.00
11	Additional Depth Sanitary Sewer Manhole	11.8 VF	\$870.00	\$10,266.00	VF		11.8 VF	\$10,266.00
12	Liner for 48" Manholes	23.8 VF	\$400.00	\$9,520.00	VF		23.8 VF	\$9,520.00
13	8" Sanitary Sewer Main	53 LF	\$200.00	\$10,600.00	LF		53 LF	\$10,600.00
14	10" Sanitary Sewer Main	86 LF	\$240.00	\$20,640.00	LF		86 LF	\$20,640.00
15	Post Construction TV Inspection	131 LF	\$5.00	\$655.00	-16 LF	-\$80.00	115 LF	\$575.00
16	Connect to Existing Sanitary Sewer Main	5 EA	\$4,200.00	\$21,000.00	EA		5 EA	\$21,000.00
17	Temporary 8"x8" Tee	- EA	\$150.00		EA		EA	
18	8"x4" Wye	1 EA	\$160.00	\$160.00	EA		1 EA	\$160.00
19	4" Sanitary Sewer Service Pipe	4 LF	\$85.00	\$340.00	LF		4 LF	\$340.00
20	Connect to Existing Sanitary Sewer Service	1 EA	\$800.00	\$800.00	EA		1 EA	\$800.00
21	Vertical 6" DIP from Dry Pit	20 LF	\$160.00	\$3,200.00	LF		20 LF	\$3,200.00
22	6" Force Main	172 LF	\$80.00	\$13,760.00	LF		172 LF	\$13,760.00
23	6" Tee	1 EA	\$1,750.00	\$1,750.00	EA		1 EA	\$1,750.00
24	6" 45° Bend	5 EA	\$1,250.00	\$6,250.00	EA		5 EA	\$6,250.00
25	6" 90° Bend	2 EA	\$1,300.00	\$2,600.00	EA		2 EA	\$2,600.00
26	Connect to Existing 6" Force Main	2 EA	\$3,000.00	\$6,000.00	EA		2 EA	\$6,000.00
27	Tracer Wire Access Box	1 EA	\$110.00	\$110.00	-1 EA	-\$110.00	EA	
28	Tracer Wire Ground	2 EA	\$110.00	\$220.00	EA		2 EA	\$220.00
29	Bypass Pumping	1 LS	\$7,000.00	\$7,000.00	LS		1 LS	\$7,000.00
30	8"x1" Saddle w/ Corp Stop	1 EA	\$2,000.00	\$2,000.00	-1 EA	-\$2,000.00	EA	
31	1" Curb Stop w/ Box	1 EA	\$700.00	\$700.00	-1 EA	-\$700.00	EA	
32	1" Water Service Pipe	98 LF	\$50.00	\$4,900.00	-33 LF	-\$1,650.00	65 LF	\$3,250.00
33	1" Yard Hydrant	1 EA	\$650.00	\$650.00	EA		1 EA	\$650.00
34	1" Tee to Dry Pit	1 EA	\$300.00	\$300.00	EA		1 EA	\$300.00
35	Remove and Dispose of Asphalt Surfacing	211 SY	\$4.50	\$949.50	460 SY	\$2,070.00	671 SY	\$3,019.50
36	Remove and Dispose of Tree (15"-24" Dia.)	8 EA	\$750.00	\$6,000.00	1 EA	\$750.00	9 EA	\$6,750.00
37	Remove and Dispose of Wood Post	11 EA	\$48.00	\$528.00	EA		11 EA	\$528.00
38	Salvage and Install Fence Cable	75 LF	\$14.00	\$1,050.00	-75 LF	-\$1,050.00	LF	
39	Furnish and Install Wood Posts	10 EA	\$160.00	\$1,600.00	-10 EA	-\$1,600.00	EA	
40	Install New Cable for Fence	33 LF	\$30.00	\$990.00	-33 LF	-\$990.00	LF	
41	Gravel Base Course or Surfacing	240 TN	\$36.00	\$8,640.00	459.31 TN	\$16,535.16	699.31 TN	\$25,175.16
42	3/4" Rock Surfacing	10 TN	\$50.00	\$500.00	-10 TN	-\$500.00	TN	

BID SCHEDULE A, CONTINUED		QUANTITY	UNIT PRICE	APPROVED VALUE	RECOMMENDED CHANGES		NEW CONTRACT VALUES	
ITEM	DESCRIPTION				QUANTITY	VALUE	QUANTITY	VALUE
43	Asphalt Surfacing	60 TN	\$200.00	\$12,000.00	119.23 TN	\$23,846.00	179.23 TN	\$35,846.00
44	Salvage and Replace Topsoil	90 CY	\$25.00	\$2,250.00	CY		90 CY	\$2,250.00
45	Site Grading, Fill and Access Road Embankment	40 CY	\$80.00	\$3,200.00	CY		40 CY	\$3,200.00
46	Traffic Control Signs	104 SF	\$2.50	\$260.00	SF		104 SF	\$260.00
47	Type III Barricades	6 EA	\$125.00	\$750.00	EA		6 EA	\$750.00
48	Traffic Control, Miscellaneous	1 LS	\$4,200.00	\$4,200.00	LS		1 LS	\$4,200.00
49	Install, Maintain and Remove Silt Fence	40 LF	\$9.00	\$360.00	20 LF	\$180.00	60 LF	\$540.00
50	Hydro-Seed (Type 2) and Fertilize Disturbed Area	405 SY	\$9.00	\$3,645.00	1,774 SY	\$15,966.00	2,179 SY	\$19,611.00
Total for Bid Schedule A				\$1,253,843.50		\$50,667.16		\$1,304,510.66

Extra Items for Change Order 1								
CO1	Install Owner Furnished 10" Sewer Gate Valve w/Box	EA	\$800.00		EA		EA	
CO2	Install Owner Furnished 6" Force Main Gate Valve w/Box	1 EA	\$800.00	\$800.00	EA		1 EA	\$800.00
Total Extra Items for CO 1				\$800.00				\$800.00
Total for Bid Schedule A - CO 1				\$1,254,643.50		\$50,667.16		\$1,305,310.66

Extra Items for Change Order 2								
CO3	6" 22.5° Bend	1 EA	\$1,300.00	\$1,300.00	EA		1 EA	\$1,300.00
CO4	8" PVC 45° Sanitary Bend	2 EA	\$1,200.00	\$2,400.00	EA		2 EA	\$2,400.00
CO5	Additional Depth on 6" Force Main	121 LF	\$121.00	\$14,641.00	LF		121 LF	\$14,641.00
CO6	Adjust Manhole Invert	1 EA	\$4,830.00	\$4,830.00	EA		1 EA	\$4,830.00
Total Extra Items for CO 2				\$23,171.00				\$23,171.00
Total for Bid Schedule A - CO 2				\$1,277,814.50		\$50,667.16		\$1,328,481.66

Extra Items for Change Order 3								
CO7	Furnish 6" Force Main Gate Valve w/Box	EA	\$2,600.00		1 EA	\$2,600.00	1 EA	\$2,600.00
CO 8	Manhole Inside Drop	EA	\$1,850.00		1 EA	\$1,850.00	1 EA	\$1,850.00
Total Extra Items for CO 3						\$4,450.00		\$4,450.00
Total for Bid Schedule A - CO 3				\$1,277,814.50		\$55,117.16		\$1,332,931.66

CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	October 6, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	Reimbursed from TIF Funds		
Agenda Item:	Change Order #1 to SiteWorks for Lakeshore Development Sanitary Sewer Project #2025-42		
Explanation/Background of Agenda Item Requested:	Change Order No. 1 adds extending the sanitary sewer to the end of the last lot in the development along with tree removal. Please see attached Change Order #1 for detailed information. Original Contract Amount - \$152,436.94 Increase of this Change Order - \$33,780.03 New Contract Amount - \$186,216.97 City staff recommends approval of Change Order No. 1 as outlined above.		

CHANGE ORDER NO.: 1

Owner: City of Mitchell
 Contractor: SiteWorks, Inc.
 Project: Lakeshore Development Sanitary Sewer
 Date Issued: 10/6/2025

City's Project No.: 2025-42

Effective Date of Change Order: 10/6/2025

The Contract is modified for tree removal and wastewater main extension.

Attachments: See Attached

Change in Contract Price		Change in Contract Time	
Original Contract Price:		Original Contract Times:	
\$152,436.94		Substantial Completion:	December 13, 2025
		Ready for final payment:	January 13, 2026
Increase from previously approved Change Order No. 1		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] :	
		Substantial Completion:	NA
		Ready for final payment:	NA
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$152,436.94		Substantial Completion:	December 13, 2025
		Ready for final payment:	January 13, 2026
Increase of this Change Order:		Increase of this Change Order:	
\$33,780.03		Substantial Completion:	_____
		Ready for final payment:	_____
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$186,216.97		Substantial Completion:	December 13, 2025
		Ready for final payment:	January 13, 2026

Approved by Contractor

By: _____
 Title: _____
 Date: _____

Recommended for Approval

By: _____
 Title: _____
 Date: _____

Approved by Owner

By: _____
 Title: _____
 Date: _____

EJCDC® C-941, Change Order.

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Page 1 of 1

Change Order - Unit Price Work

CHANGE ORDER NO.: 1

Owner: City of Mitchell						City's Project No.: 2025-42			
Contractor: SiteWorks, Inc.									
Project: Lakeshore Development Sanitary Sewer									
Effective Date of Change Order: 10/06/25									
A	B	C	D	E	F	G	H		J
Bid Item No.	Description	Current Contract Information				Proposed Contract Change			New Contract Amount (H + I) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Proposed Item Quantity Change	Units	Proposed Item Quantity	
BASE BID									
1	Mobilization	1	LS	\$ 12,982.00	\$ 12,982.00		LS	1.00	\$ 12,982.00
2	Remove Asphalt Surfacing	498	SY	\$ 6.50	\$ 3,237.00		SY	498.00	\$ 3,237.00
3	Traffic Control Miscellaneous	1	LS	\$ 4,209.57	\$ 4,209.57		LS	1.00	\$ 4,209.57
4	6" PVC Sewer Pipe	14	Ft	\$ 41.59	\$ 582.26		Ft	14.00	\$ 582.26
5	8" PVC Sewer Pipe	2318	Ft	\$ 46.52	\$ 107,833.36	405	Ft	2,723.00	\$ 126,673.96
6	Post Televising Sanitary Sewer	2318	Ft	\$ 2.00	\$ 4,636.00		Ft	2,318.00	\$ 4,636.00
7	8"x6" Pipe Wye	1	Each	\$ 377.80	\$ 377.80		Each	1.00	\$ 377.80
8	Insulate Sewer Main	200	Ft	\$ 13.33	\$ 2,666.00	80	Ft	280.00	\$ 3,732.40
9	6" PVC Sewer Cap	1	Each	\$ 112.78	\$ 112.78		Each	1.00	\$ 112.78
10	8" PVC Sewer Cap	2	Each	\$ 196.92	\$ 393.84		Each	2.00	\$ 393.84
11	Tracer Wire Box	1	Each	\$ 792.09	\$ 792.09		Each	1.00	\$ 792.09
12	48" Sanitary Sewer Manhole	8	Each	\$ 1,373.03	\$ 10,984.24	1	Each	9.00	\$ 12,357.27
13	Connect to Existing Sanitary Sewer Manhole	1	Each	\$ 3,630.00	\$ 3,630.00		Each	1.00	\$ 3,630.00
CO#1-1	Tree Removal		LS	\$ 12,500.00	\$ -	1	LS	1.00	\$ 12,500.00
Total for Bid Schedule A					\$ 152,436.94				\$ 186,216.97

Note concerning underground utilities:
All underground utilities are based on field locations as marked by the utility company locate people. Utility lines were created from those markings, conversations with the utility locate, and existing utility maps. Utility locations should be verified in the field before construction.

Sta: 0+00 - 0' Rt
Proposed Sanitary MH #9
Rim Elev. = 1
SE Inv. = 1 (8" PVC Pipe)

Sta: 0+00 - 4+05 - 0' Rt.
Furnish and Install
- 405 LF 8" PVC Sanitary Sewer
Slope = -0.40%



612 North Main Street
Mitchell, SD 57301
Fax: 995-8410

Scale: 1" = 30'
Date: 6/2025
Drawn By: JHG
Checked: JDS
Project No. 2025-42
File Name: Lakeshore Dev.

Lakeshore Development Sanitary

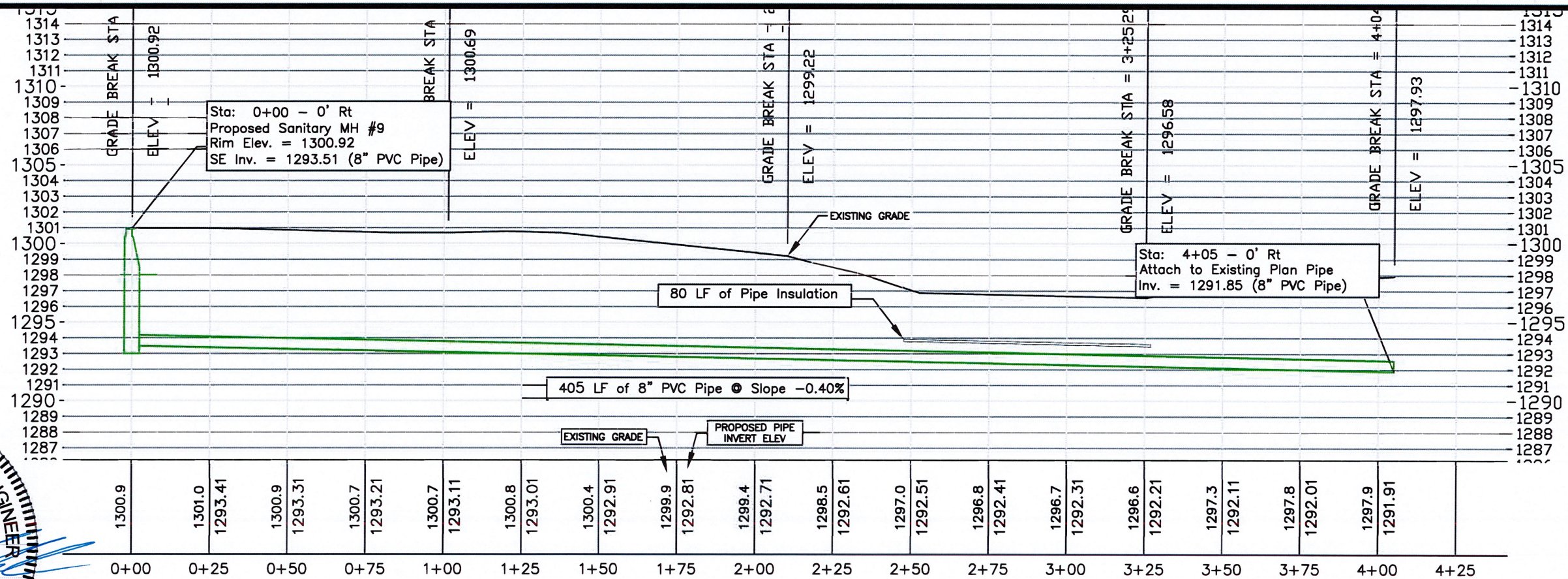
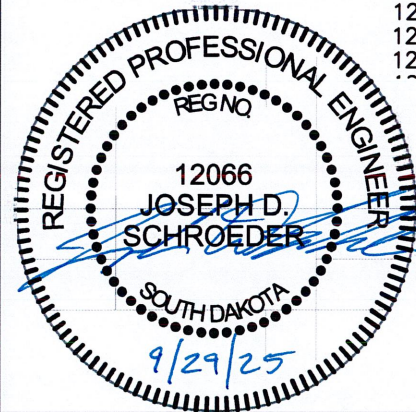
Sanitary Sewer Plan/Profile Sheet

Project Name:

Sheet Name:

Sheet No.
A1

of Sheet
A1



Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Flats on Havens, LLC
6245 S. Pinnacle Place
Sioux Falls, SD 57108

Owner's Telephone #: 605-940-6381

B. Business Name and Address

Flats on Havens, LLC
1525 W. Havens Ave.
Mitchell, SD 57301

Business Telephone #: 605-940-6381

Place of business is located in a municipality? ☒ Yes ☐ No

County: Davison

Do you own or lease this property? ☒ Own ☐ Lease

Are real property taxes paid to date? ☒ Yes ☐ No

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☒ Retail (on-sale) Liquor
☒ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Is this license in active use? ☐ Yes ☒ No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

☐ Yes ☒ No If Yes, please list on the back page.

D. Legal description of licensed premise:

Lot 1, Block 4 of Sunny Side Addition
City of Mitchell, Davison County
South Dakota

Have you ever been convicted of a felony? ☐ Yes ☒ No

E. State Sales Tax Number _____

F. New license ☐ Transfer? (\$150) ☒ Re-issuance ☐

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 9/9/25 10/19/2023 Print Name Nathan Stencil

Signature _____

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on _____ Pub. hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

Company supplement Information
(For corporate/partnership/LP/LLC applicants)

Name of corporation/partnership/LP LLC Flats on Havens, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 6245 S. Pinnacle Place
Sioux Falls, SD 57018

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? ☒ Yes ☐ No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
<u>Nathan Stencil</u>	<u>President/Managing Member</u>	<u>6245 S. Pinnacle Place</u>	<u>Developer</u>

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

Flats on Havens located at 6245 S. Pinnacle Place, Sioux Falls, SD 57108

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date



AFFIDAVIT



September 29, 2025

TO: MAYOR & CITY COUNCIL

RE: On Road & Off-Road Diesel Fuel & Unleaded Gasoline

Howes Oil Company Inc.

On Road Diesel- #2	3000	3000	\$2.745	\$8,235.00*
Unleaded Gas-10% Ethanol	0	0	\$0	\$0
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	4500	4500	\$2.470	\$11,115.00*
Total:				\$19,350.00*

Vollan Oil

On Road Diesel- #2	3000	3000	\$2.754	\$8,262.00
Unleaded Gas-10% Ethanol	0	0	\$0	\$0
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	4500	4500	\$2.477	\$11,146.50
Total:				\$19,408.50

Howes Oil was the low quote for the items marked with asterisk. They were awarded the quote.

Sincerely,
Kevin Roth
Street & Sanitation Superintendent

cc: Howe's Oil Company
Vollan Oil

Outside expectations

PAY ESTIMATES FOR OCTOBER 6, 2025

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
GeoTek Engineering & Testing	#2021-31 North WWTP Improvements	#18	\$ 2,222.50	\$ 93,523.65	
Michels Road & Stone Inc.	#2021-45 North Hwy #37 Utility Improvements	#11	\$ 107,747.24	\$ 2,858,536.45	\$ 3,693,834.61
SPN & Associates	#2021-45 Highway #37 Utility -Water	#53	\$ 7,023.69		
SPN & Associates	#2021-45 Highway #37 Utility -Sewer	#54	\$ 2,975.13	\$ 223,552.09	\$ 280,000.00
John T. Jones Construction Comp	#2022-1 WWTP -Phase II - South Plant	#13	\$ 886,950.42	\$ 14,899,020.52	\$ 31,695,002.00
HR Green Inc.	#2022-8 1st & Main/7th & Main Signals	#26	\$ 2,384.00	\$ 91,781.78	\$ 155,456.40
Halme, Inc.	#2023-6 North Harmon Sanitary Sewer Outfall	#12	\$ 36,502.87	\$ 2,995,532.16	\$ 3,352,029.18
SPN & Associates	#2023-6 North Harmon Sanitary Sewer Outfall	#26	\$ 1,151.78	\$ 264,027.69	\$ 619,000.00
Rexwinkel Construction	#2023-14 Hitchcock Pickle Ball Courts	#5-Final	\$ 72,620.88	\$ 398,289.16	\$ 398,289.16
Halme Inc.	#2023-16 Ohlman & S. Harmon Lift Station	#9	\$ 68,305.53	\$ 1,311,561.66	\$ 1,328,301.66
Schoenfelder Construction, Inc.	#2023-21 2nd & 4th Main Streetscapes	#5	\$ 238,818.56	\$ 773,071.32	\$ 959,898.31
SFC Civil Constructors	#2023-23 West End Bridge Deck Sealing (BIG Grant)	#2	\$ 130,491.44	\$ 150,462.08	\$ 208,978.80
Brosz Engineering	#2023-23 West End Bridge (BIG Grant)	#12	\$ 18,850.00	\$ 53,897.50	\$ 106,400.00
SPN & Associates	#2025-1 North Ohlman 23rd to Kemper	#8	\$ 30,333.35	\$ 143,996.77	\$ 245,000.00
SPN & Associates	#2025-6 1st Avenue - Burr to Foster	#8	\$ 1,311.75	\$ 85,915.38	\$ 265,000.00
Bailey Metal Fabricators	#2025-18A CP Seating Floor Prep	#2	\$ 24,585.00	\$ 32,692.50	\$ 65,000.00
Pro Polish LLC	#2025-18A CP Seating Floor Prep-quote	#1	\$ 91,250.00	\$ 91,250.00	\$ 91,250.00
Combined Building Specialties	#2025-18A CP Seating Floor Seating	#1	\$ 361,815.00	\$ 361,815.00	\$ 397,880.00
	TOTALS		\$ 2,085,339.14	\$ 24,828,925.71	\$ 43,861,320.12

Prepared by Deb Hanson-Sudbeck

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1110 CITY COUNCIL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03498	COLUMN SOFTWARE PBC					
		I-35882B15-0242	101-41110-42300	LEGAL PUBLICA WORK SESSION	208507	17.06
		I-35882B15-0245	101-41110-42300	LEGAL PUBLICA WORK SESSION	208507	19.85
		I-35882B15-0252	101-41110-42300	LEGAL PUBLICA 09.27.25 REGULAR MEETING MINUT	208507	589.19
		I-35882B15-0253	101-41110-42300	LEGAL PUBLICA NOTICE OF MEETING	208507	54.98
01-04015	CORN PALACE					
		I-202509121379	101-41110-42600	SUPPLIES & MA CITY COUNCIL WATER	208513	15.00
				DEPARTMENT 1110 CITY COUNCIL	TOTAL:	696.08

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1210 MAYOR'S OFFICE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00971	MAXIMUM PROMOTIONS INC	I-51798	101-41210-43300	VETERAN'S PAR FLAG REPAIR	208599	54.61
DEPARTMENT 1210 MAYOR'S OFFICE					TOTAL:	54.61

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1220 CITY ADMINISTRATOR

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-08815	STEPHANIE ELLWEIN					
		I-09302025	101-41220-42800	UTILITIES-TEL 2025 3RD QTR CELL PHONE	208537	45.00
				DEPARTMENT 1220 CITY ADMINISTRATOR	TOTAL:	45.00

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1230 ADMINISTRATIVE BOARDS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-10597	AARON HIEB					
		I-09302025	101-41230-42800	UTILITIES-TEL 2025 3RD QTR CELL PHONE	208564	45.00
DEPARTMENT 1230 ADMINISTRATIVE BOARDS					TOTAL:	45.00

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1420 FINANCE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03267	WALMART/CAPITAL ONE					
		I-8312.09192025	101-41420-42600	SUPPLIES & MA FOAM CUPS,CUTLERY	208709	48.32
01-03498	COLUMN SOFTWARE PBC					
		I-35882B15-0244	101-41420-42630	SURPLUS AUCTION PUBLIC NOTICE	208507	54.70
01-04361	MICHELLE BATHKE					
		I-09302025	101-41420-42800	UTILITIES - T 2025 3RD QTR CELL PHONE	208481	45.00
				DEPARTMENT 1420 FINANCE	TOTAL:	148.02

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1440 HUMAN RESOURCES

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01716	NEPSTADS FLOWER SHOP					
		I-027266	101-41440-42232	EMPLOYEE RECO SIBSON,DAVIS FUNERAL PLANTS	208624	116.00
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00125208-00	101-41440-42231	EMPLOYEE PHYS PHYSICALS,LABS,SCREENINGS	208475	2,030.00
		I-00125580-00	101-41440-42231	EMPLOYEE PHYS PHYSICAL,DRUG SCREENING	208475	238.00
01-06686	LIZ KITCHENS					
		I-09302025	101-41440-42800	UTILITIES 2025 3RD QTR CELL PHONE	208588	45.00
01-08900	THOMAS L PRICE INC					
		I-09152025	101-41440-42231	EMPLOYEE PHYS MPD PSYCHOLOGOICAL SCREEN	208697	350.00
				DEPARTMENT 1440 HUMAN RESOURCES	TOTAL:	2,779.00

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1460 INSURANCE & BONDS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02488	CLAIMS ASSOCIATES INC					
		I-SDP-123828	101-41460-42110	LIABILITY, PR CLAIM #GC25.123828	208504	4,332.94
01-03570	ABRA - IVERSON AUTO MIT					
		I-3064	101-41460-42110	LIABILITY, PR 2011 CHEVY SILVERDO REPAIRS	208464	1,000.00
				DEPARTMENT 1460 INSURANCE & BONDS	TOTAL:	5,332.94

PACKET : 07512 07513 07514
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1920 MUNICIPAL BUILDINGS
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00449	AJY LLC dba CENTENNIAL					
		I-1635	101-41920-43300	IMPROV OTHER COUNCIL CHAMBER CARPET	208492	4,683.34
01-00517	MELISSA HOBAUGH					
		I-09302025	101-41920-42800	UTILITIES - T 2025 3RD QTR CELL PHONE	208566	33.75
01-06866	QUINCY SALMEN					
		I-09302025	101-41920-42800	UTILITIES - T 2025 3RD QTR CELL PHONE	208665	45.00
01-08281	VESTIS					
		I-6380312328	101-41920-42520	REPAIR-CITY H MAT CLEANING	208707	66.84
01-09978	KEVIN DYKES					
		I-09302025	101-41920-42800	UTILITIES - T 2025 3RD QTR CELL PHONE	208535	45.00
DEPARTMENT 1920 MUNICIPAL BUILDINGS					TOTAL:	4,873.93

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-6235	101-41935-42615	POSTAGE POSTAGE 09.01-15.2025	208652	367.72
		I-628848	101-41935-42615	POSTAGE FLATS POSTAGE 09.01-15.2025	208652	15.98
01-00446	CITY OF MITCHELL					
		I-09222025	101-41935-42615	POSTAGE ROLL OF STAMPS	208500	78.00
01-03678	INTERSTATE OFFICE PRODU					
		I-01EH7993	101-41935-42640	COPY MACHINE COPY PAPER	208577	127.48
01-08827	ANDREW SCHNEIDER					
		I-09302025	101-41935-42850	UTILITIES/TEL 2025 3RD QTR CELL PHONE	208669	45.00
01-09044	INTELLIPRO SECURITY LLC					
		I-4427	101-41935-42645	COMPUTER HARD MAIN ST CAMERA SYSTEM HARDWARE	208576	7,662.00
01-09769	N-ABLE TECHNOLOGIES LTD					
		I-4705845	101-41935-42920	COMPUTER SOFT AUGUST 2025 DATA PROTECTION	208622	494.40
DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:						8,790.58

10/02/2025 9:21 AM
 PACKET : 07512 07513 07514
 VENDOR SET: Mult
 FUND : 101 GENERAL
 DEPARTMENT: 2110 POLICE DEPARTMENT
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 10

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-2139313	101-42110-42600	SUPPLIES BATTLE ROPE	208659	29.98
01-00712	NAPA CENTRAL					
		C-819628	101-42110-42500	REPAIR & MAIN CORE DEPOSIT	208623	67.00-
		I-819513	101-42110-42500	REPAIR & MAIN SERPENTINE BELT,AUTOMATIC TENS	208623	70.87
		I-819519	101-42110-42500	REPAIR & MAIN ALTERNATOR	208623	550.47
		I-820045	101-42110-42500	REPAIR & MAIN BRAKE PADS	208623	160.04
01-01020	CENTRAL ELECTRIC COOPER					
		I-14579002.09.25	101-42110-42810	UTILITIES 25647 412TH AVE	208493	104.13
01-01050	IVERSON					
		I-5030531	101-42110-42500	REPAIR & MAIN FUEL INJECTOR	208578	99.12
		I-5030705	101-42110-42500	REPAIR & MAIN HEATER HOSE	208578	54.30
01-01199	STURDEVANTS AUTO VALUE					
		I-815061640	101-42110-42500	REPAIR & MAIN BATTERY	208691	132.67
		I-815061641	101-42110-42500	REPAIR & MAIN OIL FILTERS	208691	15.90
		I-815062316	101-42110-42500	REPAIR & MAIN OIL FILTERS	208691	15.88
		I-815062693	101-42110-42500	REPAIR & MAIN BATTERY,OIL,OIL FILTERS	208691	22.71
		I-815063074	101-42110-42500	REPAIR & MAIN REMAN ALTERNATOR,OIL FILTERS	208691	339.71
01-01322	LARRY'S I-90 SERVICE IN					
		I-108452	101-42110-42610	GAS OIL TIRES DESTINATION TIRES	208591	516.73
01-01590	MCLEOD'S PRINTING					
		I-86374	101-42110-42600	SUPPLIES SELF INKING STAMP	208602	32.15
		I-86592	101-42110-42600	SUPPLIES BUSINESS CARDS	208602	70.00
		I-86622	101-42110-42600	SUPPLIES WARNING TICKETS	208602	479.90
01-01732	SIRCHIE ACQUISITION COM					
		I-0709181-IN	101-42110-42600	SUPPLIES EVIDENCE BAGS,STERILE WATER	208686	79.64
01-02679	MENARD'S INC					
		I-92793	101-42110-42600	SUPPLIES PLASTIC ANCHORS	208604	7.83
		I-92804	101-42110-42600	SUPPLIES SCREW COMBINATIONS	208604	9.38
01-05234	DANIEL FECHNER					
		I-09182025	101-42110-42700	TRAVEL, CONF MOCIC CONF-WISC MEALS REIMB	208541	160.00
01-06922	B & L COMMUNICATIONS					
		I-20941	101-42110-42500	REPAIR & MAIN SIREN REPAIR	208477	304.00
01-07330	SD DEPT OF PUBLIC SAFET					
		I-N1462823SR	101-42110-42910	TELETYPE TELETYPE 6 MONTH SERVICE	208674	1,236.93
01-08252	CORPORATE TRANSLATION S					
		I-310831	101-42110-42200	PROFESSIONAL AUGUST 2025 TRANSLATION SERVIC	208590	57.00

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

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01/02/2025 9:21 AM
PACKET : 07512 07513 07514
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2130 TRAFFIC DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 12

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-343121	101-42130-42500	REPAIRS HORN REPAIR KIT	208491	163.58
01-00712	NAPA CENTRAL					
		I-820025	101-42130-42500	REPAIRS SMALL ENGINE COPPER	208623	3.87
01-01450	MUTH ELECTRIC INC					
		I-803292	101-42130-42535	LIGHT MAINTEN LIGHT POLE TROUBLESHOOT PRBLM	208621	434.80
		I-803293	101-42130-42535	LIGHT MAINTEN INTERNET CAMERA PLUG SPLITTER	208621	123.82
		I-803307	101-42130-42535	LIGHT MAINTEN TRAFFIC CABLES FOR S BURR	208621	761.49
		I-803462	101-42130-42535	LIGHT MAINTEN REPAIR DAMAGE POLE WIRING	208621	243.82
		I-803827	101-42130-42535	LIGHT MAINTEN BAD FUSES REPLACED	208621	105.82
		I-803838	101-42130-42535	LIGHT MAINTEN MAIN STREET LIGHT POLES REPR	208621	523.73
01-01805	FASTENAL COMPANY					
		I-SDMIT181436	101-42130-42535	LIGHT MAINTEN BATTERY	208540	12.99
01-01830	NORTHWESTERN ENERGY					
		I-2577687-3.09.25	101-42130-42810	UTILITIES-TRA N SANBORN AND 7TH AVE	208629	70.77
		I-2577895-2.09.25	101-42130-42810	UTILITIES-TRA 710 N MINNESOTA ST	208629	12.37
		I-2578443-0.09.25	101-42130-42840	BUILDING UTIL 705 N CAPITAL ST	208629	363.47
		I-2579139-3.09.25	101-42130-42810	UTILITIES-TRA 901 N MINNESOTA ST	208629	13.10
		I-2579461-1.09.25	101-42130-42810	UTILITIES-TRA N SANBORN AND 12TH AVE	208629	64.94
		I-2580311-5.09.25	101-42130-42810	UTILITIES-TRA 1204 N KIMBALL ST	208629	13.46
		I-2580312-3.09.25	101-42130-42810	UTILITIES-TRA N MAIN AND 12TH AVE	208629	51.78
		I-2580491-5.09.25	101-42130-42810	UTILITIES-TRA 1403 N KIMBALL ST	208629	13.10
		I-2581249-6.09.25	101-42130-42520	EMERGENCY SIR E GOLF COURSE SIREN	208629	28.85
		I-2581250-4.09.25	101-42130-42520	EMERGENCY SIR 800 W 8TH AVE	208629	25.91
		I-2581251-2.09.25	101-42130-42520	EMERGENCY SIR 1221 S MINNESOTA ST	208629	24.64
		I-2581252-0.09.25	101-42130-42520	EMERGENCY SIR 100 MATTIE ST	208629	29.76
		I-2581521-8.09.25	101-42130-42810	UTILITIES-TRA W HAVENS AND OHLMAN	208629	101.76
		I-2582741-1.09.25	101-42130-42835	UTILITIES-STR I 90 AND OHLMAN	208629	303.37
		I-2583138-9.09.25	101-42130-42810	UTILITIES-TRA W UNIV AND NORWAY	208629	14.02
		I-2583139-7.09.25	101-42130-42810	UTILITIES-TRA 1309 W UNIVERSITY AVE	208629	13.83
		I-2583145-4.09.25	101-42130-42810	UTILITIES-TRA 1522 W UNIVERSITY AVE	208629	13.46
		I-2583147-0.09.25	101-42130-42810	UTILITIES-TRA 310 W NORWAY	208629	14.02
		I-2583319-5.09.25	101-42130-42810	UTILITIES-TRA HAVENS AND MINN ST	208629	71.94
		I-2583840-0.09.25	101-42130-42810	UTILITIES-TRA S SANBORN AND HAVEN ST	208629	135.15
		I-2585321-9.09.25	101-42130-42810	UTILITIES-TRA E HAVENS AND BURR ST	208629	205.90
		I-2585416-7.09.25	101-42130-42810	UTILITIES-TRA 700 E NORWAY AVE	208629	311.51
		I-2585457-1.09.25	101-42130-42810	UTILITIES-TRA 700 E KAY AVE	208629	185.55
		I-2719916-5.09.25	101-42130-42520	EMERGENCY SIR CABELA AND SPRUCE SIRENS	208629	26.64
		I-2734281-5.09.25	101-42130-42520	EMERGENCY SIR 900 BLOCK OF E 11TH ST SIREN	208629	30.68
		I-2735044-6.09.25	101-42130-42835	UTILITIES-STR 801 N KIMBALL ST	208629	723.34
		I-2745956-9.09.25	101-42130-42520	EMERGENCY SIR W END BOAT RAMP	208629	126.73
		I-2748245-4.09.25	101-42130-42810	UTILITIES-TRA BURR & SPRUCE SIGNAL LIGHTS	208629	322.16
		I-2748246-2.09.25	101-42130-42810	UTILITIES-TRA N RAMPS I 90 SIGNAL LIGHTS	208629	189.89
		I-2784889-4.09.25	101-42130-42810	UTILITIES-TRA 1120 W CEDAR	208629	13.29
		I-2784890-2.09.25	101-42130-42810	UTILITIES-TRA 1501 W CEDAR	208629	13.46

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 2130 TRAFFIC DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY	continued				
		I-2943370-3.09.25	101-42130-42810	UTILITIES-TRA SPRUCE AND CABELA DR SIGNAL	208629	71.10
		I-2980768-0.09.25	101-42130-42810	UTILITIES-TRA 121 W HAVENS	208629	143.25
		I-3045379-9.09.25	101-42130-42810	UTILITIES-TRA 800 N CAPITAL	208629	13.10
		I-3045401-1.09.25	101-42130-42810	UTILITIES-TRA 921 N CAPITAL	208629	12.92
		I-3621835-2.09.25	101-42130-42810	UTILITIES-TRA S RAMPS I 90 SIGNAL LIGHTS	208629	198.71
		I-3701975-9.09.25	101-42130-42835	UTILITIES-STR N RAMPS I 90 STREET LIGHT	208629	590.55
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-1718-5	101-42130-42545	PAINT WIRE ROLLER, WOOD POLE	208683	17.06
01-04871	SD DEPT OF TRANSPORTATI					
		I-S00143516	101-42130-42545	PAINT GLASS BEADS	208676	1,137.00
01-06845	RAYMOND DEAN					
		I-09302025	101-42130-42820	TELEPHONE 2025 3RD QTR CELL PHONE	208528	45.00
01-08524	HR GREEN INC					
		I-2022-8 P.E. #26	101-42130-43343	7TH & 1ST INT 2022-8 P.E. #26	208570	2,384.00
01-09349	HOWES OIL CO					
		I-363005	101-42130-42610	GAS, OIL, TIR UNLEADED GAS	208569	399.48
01-10356	CK BICYCLES & LOCKS LLC					
		I-17454	101-42130-42535	LIGHT MAINTEN KEYS	208503	20.00
DEPARTMENT 2130 TRAFFIC DEPARTMENT					TOTAL:	10,934.94

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 2200 FIRE DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00145	AMERICAN GARAGE DOOR CO					
	I-M44592	101-42200-42500	REPAIR & MAIN BROKEN SPRING REPAIR		208467	1,199.96
01-00809	GALLS LLC					
	I-032452750	101-42200-42640	UNIFORMS PANTS		208546	60.44
01-00949	HEIMAN INC					
	I-0946466-IN	101-42200-42641	PROTECTIVE CL HELMET		208561	401.39
01-01199	STURDEVANTS AUTO VALUE					
	I-815061640	101-42200-42500	REPAIR & MAIN BATTERY		208691	132.67
01-01590	MCLEOD'S PRINTING					
	I-86592	101-42200-42600	SUPPLIES BUSINESS CARDS		208602	35.00
01-01830	NORTHWESTERN ENERGY					
	I-2583799-8.09.25	101-42200-42810	UTILITIES 201 W 1ST AVE FIRE		208629	3,517.28
01-02811	JONES SUPPLIES					
	I-153799	101-42200-42600	SUPPLIES CLEANER,TOILET PAPER,TOWELS		208584	411.97
	I-153816	101-42200-42600	SUPPLIES TOILET BOWL CLEANER		208584	44.89
01-04066	TRANSWEST - SIOUX FALLS					
	C-094P15740	101-42200-42500	REPAIR & MAIN RETURNED REMAN AIR DRYER,AIR		208702	661.47-
	I-094P15614	101-42200-42500	REPAIR & MAIN AIR COMPRESSOR,AIR DRYER		208702	2,966.47
01-05276	M & T FIRE AND SAFETY I					
	I-15059	101-42200-42600	SUPPLIES EXTENSION HOSE		208597	925.00
	I-15074	101-42200-42641	PROTECTIVE CL ENERGY COAT,PANT,BOOT		208597	11,732.00
01-07045	ZACH DALRYMPLE					
	I-09302025	101-42200-42800	TELEPHONE 2025 3RD QTR CELL PHONE		208522	45.00
01-07756	CHAD CODY					
	I-09302025	101-42200-42800	TELEPHONE 2025 3RD QTR CELL PHONE		208506	15.00
01-08176	LUKE RUMI					
	I-09302025	101-42200-42800	TELEPHONE 2025 3RD QTR CELL PHONE		208658	45.00
01-08380	PETERBILT OF SIOUX FALL					
	I-A721384	101-42200-42500	REPAIR & MAIN TURBOCHARGER		208642	5,610.44
	I-A721385	101-42200-42500	REPAIR & MAIN CORE		208642	500.00
01-08515	SD DEPT OF PUBLIC SAFET					
	I-SD34363	101-42200-42200	PROFESSIONAL BOILER CERTIFICATE FEE		208675	80.00
01-09046	SHANNON SANDOVAL					
	I-09302025	101-42200-42800	TELEPHONE 2025 3RD QTR CELL PHONE		208666	22.50

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 2200 FIRE DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09326	DAN POLLREISZ					
		I-09302025	101-42200-42800	TELEPHONE	2025 3RD QTR CELL PHONE	208645 45.00
01-09349	HOWES OIL CO					
		I-363005	101-42200-42610	GAS & OIL	UNLEADED GAS	208569 194.62
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4921222	101-42200-42600	SUPPLIES	PAPER,BATTERY,FOLDERS,NOTEPADS	208575 68.17
01-09696	UPPER MIDWEST GARAGE DO					
		I-73326	101-42200-42500	REPAIR & MAIN GARAGE DOOR SPRINGS REPLACED	208703	698.98
01-09879	TIFFANY BOEHMER					
		I-09302025	101-42200-42800	TELEPHONE	2025 3RD QTR CELL PHONE	208485 45.00
DEPARTMENT 2200 FIRE DEPARTMENT					TOTAL:	28,135.31

10/02/2025 9:21 AM
 PACKET : 07512 07513 07514
 VENDOR SET: Mult
 FUND : 101 GENERAL
 DEPARTMENT: 3100 STREET DEPARTMENT
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-2134337	101-43100-42600	SUPPLIES RAINSUIT,GLOVES	208659	56.95
	PROJ: LL9-42600	2020 TYMCO 500X SWEEPER		SUPPLIES & MATERIALS		
		I-2136620	101-43100-42600	SUPPLIES HILLMAN BULK	208659	6.32
01-00436	CHS FARMERS ALLIANCE					
		I-IA3420	101-43100-42500	REPAIRS TIRE REPAIR,BOOT PATCH	208495	34.50
	PROJ: L59-42500	163		REPAIR MAINTENANCE		
01-01117	FLEETPRIDE					
		I-123981850	101-43100-42600	SUPPLIES HYDRAULIC NIPPLE,COUPLER,CAP	208543	225.74
		I-128586610	101-43100-42500	REPAIRS NYLON PUSH-ON,ELBOW,MALE CONN	208543	24.83
	PROJ: L57-42500	161		REPAIR MAINTENANCE		
		I-128586905	101-43100-42500	REPAIRS OIL COALESCING	208543	37.43
	PROJ: L25-42500	127		REPAIRS MAINTENANCE		
		I-128689265	101-43100-42500	REPAIRS GOVERNOR 1200	208543	122.99
	PROJ: L57-42500	161		REPAIR MAINTENANCE		
		I-128836177	101-43100-42500	REPAIRS TAPERED BRACKET	208543	429.95
	PROJ: L39-42500	140		REPAIRS MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					
		I-815062319	101-43100-42600	SUPPLIES MOLDED HEATER HOSE	208691	29.98
	PROJ: L25-42600	127		SUPPLIES MATERIALS		
		I-815062319	101-43100-42600	SUPPLIES OIL TREATMENT,BALL BEARINGS	208691	43.36
	PROJ: L60-42600	164		SUPPLIES MATERIALS		
		I-815062319	101-43100-42600	SUPPLIES AIR,CABIN AIR, OIL FLEET	208691	207.21
	PROJ: L10-42600	106		SUPPLIES MATERIALS		
		I-815062319	101-43100-42600	SUPPLIES MALE PLUG,RUBBER TRAP STRAP	208691	40.79
		I-815062319	101-43100-42600	SUPPLIES BATTERY	208691	157.74
	PROJ: L5B-42600	189		SUPPLIES MATERIALS		
		I-815062319	101-43100-42600	SUPPLIES OIL FLEET,BRAKE CLEANER	208691	124.92
	PROJ: L21-42600	121		SUPPLIES MATERIALS		
		I-815062696	101-43100-42600	SUPPLIES LAMP	208691	5.63
		I-815063072	101-43100-42600	SUPPLIES HD OIL FLEET	208691	89.26
	PROJ: L05-42600	104		SUPPLIES MATERIALS		
		I-815063072	101-43100-42600	SUPPLIES AUTO GLASS REPAIR,FUSE ASSORTM	208691	39.98
	PROJ: L10-42600	106		SUPPLIES MATERIALS		
		I-815063072	101-43100-42600	SUPPLIES AIR FLEET,AIR FILTER	208691	116.08
	PROJ: LL9-42600	2020 TYMCO 500X SWEEPER		SUPPLIES & MATERIALS		
		I-815063072	101-43100-42600	SUPPLIES AIR,OIL FLEET	208691	162.74
	PROJ: L59-42600	163		SUPPLIES MATERIALS		
		I-815063072	101-43100-42600	SUPPLIES OIL FILTER	208691	17.92
	PROJ: L75-42600	907		SUPPLIES MATERIALS		
		I-815063072	101-43100-42600	SUPPLIES HD OIL FLEET	208691	44.63
	PROJ: L05-42600	104		SUPPLIES MATERIALS		
		I-815063072	101-43100-42600	SUPPLIES HD OIL FLEET	208691	44.63
	PROJ: L23-42600	124		SUPPLIES MATERIALS		
		I-815063072	101-43100-42600	SUPPLIES AIR,OIL,CABIN AIR FLEET	208691	180.23
	PROJ: L58-42600	162		SUPPLIES MATERIALS		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01199	STURDEVANTS AUTO VALUE	continued				
		I-815063072	101-43100-42600	SUPPLIES AIR,OIL,CABIN AIR FLEET	208691	180.23
	PROJ: L71-42600	903		SUPPLIES MATERIALS		
01-01417	NEWVISION SECURITY LLC					
		I-27498	101-43100-42800	UTILITIES FIRE ALARM MONITORING	208625	75.00
01-01490	MUELLER LUMBER CO. INC.					
		I-303545	101-43100-42500	REPAIRS BLANDEX,STARDRIVE DECK SCREW	208620	98.25
	PROJ: L60-42500	164		REPAIR MAINTENANCE		
01-02527	TRANSOURCE					
		I-41P65464	101-43100-42500	REPAIRS CAMERA	208701	907.47
	PROJ: L52-42500	157		REPAIR MAINTENANCE		
01-02679	MENARD'S INC					
		I-93443	101-43100-42600	SUPPLIES HOLE SAW KITS	208604	153.66
01-03884	COMMERCIAL ASPHALT					
		I-0022242-IN	101-43100-42620	ASPHALT MIX HOT MIX	208509	5,822.48
01-04066	TRANSWEST - SIOUX FALLS					
		I-094P15268	101-43100-42500	REPAIRS AIR TANK,U BOLT	208702	325.17
	PROJ: L57-42500	161		REPAIR MAINTENANCE		
01-04081	STEVE ANDERSON					
		I-09302025	101-43100-42800	UTILITIES 2025 3RD QTR CELL PHONE	208470	45.00
01-04440	NATE HEGG					
		I-09302025	101-43100-42800	UTILITIES 2025 3RD QTR CELL PHONE	208560	45.00
01-08130	C & B OPERATIONS LLC					
		I-13441175	101-43100-42500	REPAIRS HOSE FITTINGS,HYD HOSE	208490	72.65
	PROJ: L6D-42500	508		REPAIR MAINTENANCE		
01-08339	I-STATE TRUCK CENTER					
		I-C261390151:03	101-43100-42500	REPAIRS WABCO COMPRESSORS	208571	1,810.06
	PROJ: L25-42500	127		REPAIRS MAINTENANCE		
01-08558	KEVIN ROTH					
		I-09302025	101-43100-42800	UTILITIES 2025 3RD QTR CELL PHONE	208657	45.00
01-09265	NORTH CENTRAL INTERNATI					
		I-X218009680:01	101-43100-42500	REPAIRS HEAD UNIT SENSOR	208626	813.19
	PROJ: LL9-42500	2020 TYMCO 500X SWEEPER		REPAIR & MAINTENANCE		
01-09349	HOWES OIL CO					
		I-363005	101-43100-42610	GAS UNLEADED GAS	208569	897.64

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3100 STREET DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-10554	MIDWEST OIL COMPANY					
		I-1037483	101-43100-42600	SUPPLIES		
				MIDWEST ISO 46	208610	400.75
DEPARTMENT 3100 STREET DEPARTMENT					TOTAL:	13,935.36

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3110 PUBLIC WORKS ADMIN

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00059	JOELLE DAMMANN					
		I-09302025	101-43110-42800	UTILITIES	2025 3RD QTR CELL PHONE	208523 45.00
01-02480	SPN & ASSOCIATES					
		I-36827	101-43110-42200	PROFESSIONAL	SURVEY MHE ALLEY E 2ND&3RD	208688 1,025.00
		I-36828	101-43110-42200	PROFESSIONAL	DOCUMENT RESEARCH E 4TH&5TH	208688 1,025.00
		I-36829	101-43110-42200	PROFESSIONAL	DOCUMENT RESEARCH ALLEY E 4TH	208688 1,025.00
		I-36830	101-43110-42200	PROFESSIONAL	DOCUMENT RESEARCH MHE ALLEY	208688 1,025.00
01-03130	JOHN HEGG					
		I-09302025	101-43110-42800	UTILITIES	2025 3RD QTR CELL PHONE	208559 45.00
01-06997	TERRY JOHNSON					
		I-09302025	101-43110-42800	UTILITIES	2025 3RD QTR CELL PHONE	208582 45.00
01-08010	METTLER IMPLEMENT INC-M					
		I-88167	101-43110-42500	REPAIRS	OIL CHANGE KIT	208607 55.99
01-08721	ELWOOD & MARTIN APPRAIS					
		I-25-254	101-43110-42200	PROFESSIONAL	REIMNITZ MULTIFAMILY ZONED LAN	208538 2,000.00
01-09172	AAA LAWN CARE AND MAINT					
		I-961	101-43110-42916	NUISANCE ABAT	NUISANCE MOWINGS	208463 1,430.00
01-09349	HOWES OIL CO					
		I-363005	101-43110-42610	GAS	UNLEADED GAS	208569 739.36
01-09620	JOE GALPIN					
		I-09302025	101-43110-42800	UTILITIES	2025 3RD QTR CELL PHONE	208547 45.00
01-09767	JOE SCHROEDER					
		I-09302025	101-43110-42800	UTILITIES	2025 3RD QTR CELL PHONE	208672 45.00
01-10412	JON THURMAN					
		I-09302025	101-43110-42800	UTILITIES	2025 3RD QTR CELL PHONE	208699 45.00
DEPARTMENT 3110 PUBLIC WORKS ADMIN					TOTAL:	8,595.35

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3120 STREET & SIDEWALK CONST

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00250	BIERSCHBACH EQUIPMENT &					
	I-168429	101-43120-42521	SIDEWALK CONS CAST IRON PLATE	208482	6,240.00	
01-02485	SCHOENFELDER CONSTRUCTI					
	I-2023-21 P.E. #5	101-43120-43300	STREET OVERLA 2023-21 P.E. #5	208670	93,139.24	
01-06294	BROSZ ENGINEERING INC					
	I-2023-23 P.E. #12	101-43120-43312	WEST END BRID 2023-23 P.E. #12	208487	18,850.00	
01-06964	SFC CIVIL CONSTRUCTORS					
	I-15794	101-43120-42680	CHIP SEAL ASP SANBORN BRIDGE POLYMER DECK	208682	24,992.50	
	I-2023-23 P.E. #2	101-43120-43312	WEST END BRID 2023-23 P.E. #2	208682	130,491.44	
			DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:		273,713.18	

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3150 STORM DRAINAGE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY					
		I-3288018-9.09.25	101-43150-42800	UTILITIES CABELA DR	208629	28.62
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2023-21 P.E. #5	101-43150-43343	2ND, 4TH, & R 2023-21 P.E. #5	208670	64,481.02
01-02939	DEPARTMENT OF AGRICULTU					
		I-SDR10P5DN	101-43150-42600	SUPPLIES & MA STORMWATER CONSTRUCTION	208530	100.00
				DEPARTMENT 3150 STORM DRAINAGE	TOTAL:	64,609.64

10/02/2025 9:21 AM
PACKET : 07512 07513 07514
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3700 CEMETERY
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-2141728	101-43700-42600	SUPPLIES & MA FOGGER,WELD STEEL,MOUNTING TAP	208659	48.55
01-00436	CHS FARMERS ALLIANCE					
		I-IG3366	101-43700-42610	GAS & FUEL GOLF MAINT RUBY FIELDMASTER	208495	660.53
		I-IG3367	101-43700-42610	GAS & FUEL GOLF MAINT UNLEADED GAS	208495	829.95
01-00445	CITY OF MITCHELL					
		I-04.000400.00.09.25	101-43700-42830	UTILITIES-WAT 600 W 23RD AVE	208497	145.72
01-00712	NAPA CENTRAL					
		I-819693	101-43700-42600	SUPPLIES & MA OIL FILTERS	208623	13.59
01-00936	DOUG CUNNINGHAM					
		I-09302025	101-43700-42800	UTILITIES 2025 3RD QTR CELL PHONE	208516	45.00
01-00985	HONDA OF MITCHELL					
		I-140501	101-43700-42600	SUPPLIES & MA HIGH TORQUE FLEX CABLE	208568	31.20
01-01199	STURDEVANTS AUTO VALUE					
		I-815062692	101-43700-42600	SUPPLIES & MA WATER PUMPS,SERPENTINE BELT	208691	129.98
01-01355	MIDWEST TURF & IRRIGATI					
		I-3953483-00	101-43700-42600	SUPPLIES & MA PROXMITY SWITCH	208611	82.17
01-01830	NORTHWESTERN ENERGY					
		I-2581639-8.09.25	101-43700-42800	UTILITIES 700 W 23RD AVE	208629	189.89
		I-2581641-4.09.25	101-43700-42800	UTILITIES W 23RD	208629	16.02
		I-2581642-2.09.25	101-43700-42800	UTILITIES 600 W 23RD AVE PUMP	208629	216.00
01-02679	MENARD'S INC					
		I-93106	101-43700-42600	SUPPLIES & MA CABLE TIES,GROUND SPOUT	208604	50.66
01-02840	TESSIERS MECHANICAL CON					
		I-30012449	101-43700-42500	REPAIR & MAIN MAKE HOOD AND REDO VENTING	208696	1,000.65
01-02880	THUNE TRUE VALUE & APPL					
		I-A603477	101-43700-42600	SUPPLIES & MA TRASH BAGS	208698	19.99
01-08281	VESTIS					
		I-6380314370	101-43700-42600	SUPPLIES & MA MAT CLEANING	208707	33.26
01-09696	UPPER MIDWEST GARAGE DO					
		I-73393	101-43700-43200	BUILDINGS INSTALL GARAGE DOOR	208703	5,590.00
				DEPARTMENT 3700 CEMETERY	TOTAL:	9,103.16

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 4120 ANIMAL CONTROL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY					
		I-2719777-1.09.25	101-44120-42800	UTILITIES-POU 2020 W HAVENS NEW BLDG	208629	164.19
01-02017	DAVISON RURAL WATER SYS					
		I-09242025	101-44120-42800	UTILITIES-POU LATE PAYMENT FEE	208527	10.00
		I-4837.09.25	101-44120-42800	UTILITIES-POU AUGUST 2025 WATER USAGE	208527	68.45
01-09865	MITCHELL ANIMAL RESCUE					
		I-10012025	101-44120-42900	IMPOUNDING DO OCT 2025 MANAGEMENT FEE	208613	350.00
				DEPARTMENT 4120 ANIMAL CONTROL	TOTAL:	592.64

01/02/2025 9:21 AM
PACKET : 07512 07513 07514
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 5500 LIBRARY
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 24

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00445	CITY OF MITCHELL					
		I-04.001100.00.09.25	101-45500-42830	UTILITIES-WAT 221 N DUFF ST	208497	2,083.55
01-00553	DEMCO INC					
		I-7698266	101-45500-42600	SUPPLIES & MA DVD CASES	208529	113.38
01-01015	INGRAM LIBRARY SERVICES					
		I-90186243	101-45500-43420	BOOKS BOOKS	208574	62.97
		I-90286449	101-45500-43420	BOOKS BOOKS	208574	428.83
		I-90319940	101-45500-43420	BOOKS BOOKS	208574	121.13
		I-90328597	101-45500-43420	BOOKS BOOKS	208574	37.18
		I-90357081	101-45500-43420	BOOKS BOOKS	208574	400.23
		I-90384038	101-45500-43420	BOOKS BOOKS	208574	139.56
		I-90384039	101-45500-43420	BOOKS BOOK	208574	26.99
		I-90393795	101-45500-43420	BOOKS BOOKS	208574	60.56
		I-90525881	101-45500-43420	BOOKS BOOKS	208574	87.59
		I-90525882	101-45500-43420	BOOKS BOOK	208574	27.00
		I-90584680	101-45500-43420	BOOKS BOOK	208574	27.00
		I-90625926	101-45500-43420	BOOKS BOOKS	208574	47.35
01-01139	SD MAGAZINE					
		I-38077153	101-45500-42692	PERIODICALS ANNUAL SUBSCRIPTION	208677	29.00
01-01830	NORTHWESTERN ENERGY					
		I-2585828-3.09.25	101-45500-42800	UTILITIES 221 N DUFF ST	208629	3,522.90
01-02679	MENARD'S INC					
		I-92948	101-45500-42600	SUPPLIES & MA INSECT SPRAY	208604	19.99
		I-93117	101-45500-42600	SUPPLIES & MA CO2 DETECTOR	208604	33.99
		I-93756A	101-45500-42600	SUPPLIES & MA BUNGEEES,CHAIN,PAINT,BRUSH	208604	35.77
01-02811	JONES SUPPLIES					
		I-153946	101-45500-42600	SUPPLIES & MA SCREEN DEODERIZERS	208584	31.68
		I-154058	101-45500-42600	SUPPLIES & MA DUAL MOTOR UPRIGHT VACUUM	208584	850.94
01-05088	BLACKSTONE PUBLISHING					
		I-2210744	101-45500-43421	AUDIO-VISUAL AUDIOBOOK	208484	35.99
01-06583	BAKER & TAYLOR					
		I-2039243827	101-45500-43420	BOOKS CHILDREN'S BOOKS	208479	221.29
		I-2039264875	101-45500-43420	BOOKS CHILDREN'S BOOKS	208479	108.91
		I-2039275863	101-45500-43420	BOOKS CHILDREN'S BOOKS	208479	14.24
		I-2039280276	101-45500-43420	BOOKS CHILDREN'S BOOKS	208479	96.04
01-08223	OVERDRIVE INC					
		I-02495CO25290350	101-45500-42693	E-BOOKS/AUDIO EBOOKS,EAUDIOBOOKS	208636	983.67
		I-02495DA25277822	101-45500-42693	E-BOOKS/AUDIO EBOOK,EAUDIOBOOK	208636	150.00
01-08281	VESTIS					

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 5500 LIBRARY

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-08281	VESTIS					
			continued			
		I-6380314382	101-45500-42600	SUPPLIES & MA MAT CLEANING	208707	70.45
01-08515	SD DEPT OF PUBLIC SAFET					
		I-119698	101-45500-42600	SUPPLIES & MA BOILER INSPECTIONS	208675	160.00
01-08769	RACHEL SOULEK					
		I-09302025	101-45500-42700	TRAVEL, CONF SDLA SUPPORT-SF MILEAGE REIMB	208687	93.67
01-08886	RIVERSIDE TECHNOLOGIES					
		I-IN0452834	101-45500-42904	COMPUTER EQUI ACCESS POINT LICENSE	208656	608.00
01-09633	STAPLES					
		I-6041882881	101-45500-42600	SUPPLIES & MA MAILERS,TAPE	208689	54.98
		I-6042118837	101-45500-42600	SUPPLIES & MA DATE STAMP,INK PAD	208689	9.53
		I-6042348318	101-45500-42600	SUPPLIES & MA GEL STAMP	208689	4.00
01-09703	AMAZON CAPITAL SERVICES					
		C-1LDW-NHWW-3G34	101-45500-42600	SUPPLIES & MA RETURNED PADLOCK	208465	8.28-
		I-13FJ-GVQ4-J77D	101-45500-42600	SUPPLIES & MA BATTERY	208465	36.98
		I-13QT-GPLW-7NPY	101-45500-42600	SUPPLIES & MA PRINTER FILAMENT,PADLOCKS	208465	37.07
		I-1767-K394-9KH4	101-45500-43421	AUDIO-VISUAL MOVIES	208465	69.92
		I-1M9M-TXGT-9CLL	101-45500-42600	SUPPLIES & MA FILAMENT,COFFEE FILTERS,LOCKS	208465	46.22
01-10205	KEVIN KENKEL					
		I-09302025	101-45500-42800	UTILITIES 2025 3RD QTR CELL PHONE	208586	45.00
				DEPARTMENT 5500 LIBRARY	TOTAL:	11,025.27

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 6500 ECONOMIC DEVELOPMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00445	CITY OF MITCHELL					
		I-01.318201.01.09.25	101-46500-43100	PROPERTY ACQU 1105 E 1ST AVE	208497	100.79
		I-01.318301.01.09.25	101-46500-43100	PROPERTY ACQU 1116 E 1ST AVE	208497	100.79
		I-01.485901.01.09.25	101-46500-43100	PROPERTY ACQU 1208 E HANSON AVE	208497	151.63
DEPARTMENT 6500 ECONOMIC DEVELOPMENT					TOTAL:	353.21

FUND 101 GENERAL					TOTAL:	455,229.31

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-2124342	201-45110-42500	REPAIR & MAIN PILOT BIT,HOLE SAW	208659	33.28
	PROJ: J50-RM-EQUIP	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-EQUIPMENT		
		I-2124548	201-45110-42500	REPAIR & MAIN SENSOR SILICONE	208659	75.48
	PROJ: J50-RM-PLUMB	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-PLUMBING		
		I-2128758	201-45110-42500	REPAIR & MAIN CUTTING WHEEL	208659	35.14
	PROJ: J50-RM-EQUIP	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-EQUIPMENT		
01-00445	CITY OF MITCHELL					
		I-04.000950.00.09.25	201-45110-42850	UTILITIES-AQU HITCHCOCK POOL	208497	18.62
	PROJ: J50-WATER	OUTDOOR AQUATIC CENTER		UTILITIES-WATER		
01-01199	STURDEVANTS AUTO VALUE					
		I-815061805	201-45110-42500	REPAIR & MAIN PERMATEx SENSOR	208691	68.97
	PROJ: J50-RM-PLUMB	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-PLUMBING		
01-01404	MITCHELL IRON & SUPPLY					
		I-86629	201-45110-42500	REPAIR & MAIN RUBBER SHEETS	208614	194.40
	PROJ: J50-RM-BLDG	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-GENERAL BLDG		
01-02679	MENARD'S INC					
		I-92796	201-45110-42500	REPAIR & MAIN DIAMOND BLADE	208604	21.98
	PROJ: J50-RM-EQUIP	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-EQUIPMENT		
		I-92997	201-45110-42500	REPAIR & MAIN SUPERFLEX MORTAR	208604	67.92
	PROJ: J50-RM-EQUIP	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-EQUIPMENT		
		I-93256	201-45110-42600	SUPPLIES & MA ALL-RUBBER CORD	208604	109.07
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		
01-02790	SUN GOLD SPORTS LLC					
		I-33127	201-45110-42650	UNIFORMS MCCUNE LOGOD UNIFORMS	208693	250.00
	PROJ: J54-ETHAN	P&A UNIFORMS		UNIFORMS-ETHAN		
		I-33596	201-45110-42600	SUPPLIES & MA SCREEN PRINT SHIRTS	208693	25.00
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		
		I-34837	201-45110-42600	SUPPLIES & MA LOGOD LIFE GUARD SHIRTS	208693	90.00
	PROJ: J50-SM-LIFEG	OUTDOOR AQUATIC CENTER		SUPPLIES/MATERIAL-LIFEGRD SUPP		
01-03700	CORE-MARK US LLC					
		I-2307608-700	201-45110-42601	CONCESSION SU SPOONS	208511	164.15
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER		CONCESSIONS		
01-08101	JAMIE HENKEL					
		I-09302025	201-45110-42800	UTILITIES 2025 3RD QTR CELL PHONE	208562	45.00
01-08934	ADAM FOSNESS					
		I-09302025	201-45110-42800	UTILITIES 2025 3RD QTR CELL PHONE	208545	45.00
01-09703	AMAZON CAPITAL SERVICES					
		I-1JVW-9NK4-47DW	201-45110-42600	SUPPLIES & MA PLANNER	208465	16.98
	PROJ: J51-SM-OFFIC	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-OFFICE		

DEPARTMENT 5110 RECREATION & AQUATICS

TOTAL: 1,260.99

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
	I-2136401	201-45140-42600	SUPPLIES & MA CUTOFF METAL WHEEL	208659	9.16	
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-BLDG			
01-00445	CITY OF MITCHELL					
	I-04.001300.00.09.25	201-45140-42800	UTILITIES 1300 N MAIN ST	208497	2,596.10	
	PROJ: J09-WATER	REC CTR UTILITIES	UTILITIES-WATER			
01-01410	MITCHELL SCHOOL DISTRIC					
	I-2710763-1.08.25	201-45140-42800	UTILITIES 1301 N KIMBALL ST-CITY SHARE	208617	1,686.56	
	PROJ: J09-ELE/GAS	REC CTR UTILITIES	UTILITIES-ELECTRIC/GAS			
01-01590	MCLEOD'S PRINTING					
	I-86610	201-45140-42600	SUPPLIES & MA MEMBERSHIP KEY FOBS	208602	533.93	
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-BLDG			
01-01830	NORTHWESTERN ENERGY					
	I-2580493-1.09.25	201-45140-42800	UTILITIES 1300 N MAIN	208629	4,675.05	
	PROJ: J09-ELE/GAS	REC CTR UTILITIES	UTILITIES-ELECTRIC/GAS			
01-01964	DAKOTA SUPPLY GROUP					
	I-S105066729.001	201-45140-42500	REPAIR & MAIN GALV SHEETS	208520	41.76	
	PROJ: J06-RM-BLDG	REC CTR-GENERAL BLDG	REPAIR/MAINT-BUILDING			
01-02560	PEPSI COLA COMPANY					
	I-97826791	201-45140-42601	CONCESSION SU POP,GATORADES,WATER	208641	777.06	
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS	CONCESSION SUPPLY			
01-02567	S & M PRINTING INC					
	I-85068	201-45140-42600	SUPPLIES & MA POLICIES FORMS	208662	120.00	
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-BLDG			
01-02602	PUBLIC HEALTH LABORATOR					
	I-10623269	201-45140-42602	CHEMICALS LAB TESTINGS	208651	80.00	
	PROJ: J02-CHEMICAL	INDOOR AQUATIC CTR	CHEMICALS			
01-02679	MENARD'S INC					
	I-93250	201-45140-42600	SUPPLIES & MA AIR FILTERS	208604	95.88	
	PROJ: J06-SM-HVAC	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-HVAC			
	I-93658	201-45140-42600	SUPPLIES & MA BOWL BRUSH,SELF-DRILL SCREWS	208604	56.85	
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-JANITORIAL			
01-02790	SUN GOLD SPORTS LLC					
	I-32857	201-45140-42650	UNIFORMS BLACK LOGOD UNIFORMS	208693	250.00	
	PROJ: J10-AARON	REC CTR UNIFORMS	UNIFORMS-AARON			
01-02880	THUNE TRUE VALUE & APPL					
	I-A603478	201-45140-42600	SUPPLIES & MA NUTS,BOLTS	208698	6.98	
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-BLDG			

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02880	THUNE TRUE VALUE & APPL	continued				
		I-A604010	201-45140-42600	SUPPLIES & MA NUTS,BOLTS	208698	9.94
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG		
		I-A604016	201-45140-42600	SUPPLIES & MA NUTS,BOLTS	208698	0.46
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG		
		I-B308521	201-45140-42600	SUPPLIES & MA COUPLING	208698	0.79
	PROJ: J06-SM-PLUMB	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-PLUMBING		
		I-B309098	201-45140-42600	SUPPLIES & MA SEALANT	208698	10.99
	PROJ: J06-SM-PLUMB	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-PLUMBING		
		I-B309141	201-45140-42600	SUPPLIES & MA HANDSET CORD	208698	6.99
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG		
01-03267	WALMART/CAPITAL ONE					
		I-8775.09222025	201-45140-42600	SUPPLIES & MA HISENSE TV	208709	128.00
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG		
01-03332	ASSOCIATED SUPPLY COMPA					
		I-A107347	201-45140-42500	REPAIR & MAIN PENTAIR MOTOR INTELLIFLO	208472	688.93
	PROJ: J06-RM-PLUMB	REC CTR-GENERAL BLDG		REPAIR/MAINT-PLUMBING		
		I-A107376	201-45140-42602	CHEMICALS BLUE ACCU-TAB	208472	4,605.71
	PROJ: J02-CHEMICAL	INDOOR AQUATIC CTR		CHEMICALS		
01-04293	JCL SOLUTIONS					
		I-2016386	201-45140-42600	SUPPLIES & MA MOUNTING BRACKET,SANITIZER	208580	79.95
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
01-04821	SHAWN LACHNIT					
		I-09302025	201-45140-42800	UTILITIES 2025 3RD QTR CELL PHONE	208589	45.00
01-06627	THOMAS GULLEDGE					
		I-09302025	201-45140-42800	UTILITIES 2025 3RD QTR CELL PHONE	208554	45.00
01-08758	ETHAN MCCUNE					
		I-09302025	201-45140-42800	UTILITIES 2025 3RD QTR CELL PHONE	208601	45.00
01-09126	IDENTISYS INC					
		I-736055	201-45140-42600	SUPPLIES & MA COMPATIBLE KEY TAGS	208572	380.00
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG		
01-09633	STAPLES					
		I-6042942887	201-45140-42600	SUPPLIES & MA LAMINATING POUCHES	208689	36.98
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
		I-6043168499	201-45140-42600	SUPPLIES & MA AVERY LABELS	208689	10.94
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG		
		I-6043168500	201-45140-42600	SUPPLIES & MA LAUNDRY DETERGENT,KLEENEX,WIPE	208689	205.09
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG		
01-09964	CITY OF MITCHELL					
		I-091125	201-45140-42601	CONCESSION SU CANDY	208502	533.28
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00404	NOLAN TEGELS					
		I-09302025	201-45160-42800	UTILITIES 2025 3RD QTR CELL PHONE	208694	45.00
01-00436	CHS FARMERS ALLIANCE					
		I-IA3264	201-45160-42610	GAS & FUEL PROPANE BOTTLE FILL	208495	27.97
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
		I-IA3294	201-45160-42610	GAS & FUEL PROPANE BOTTLE FILL	208495	83.90
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
		I-IG5360	201-45160-42610	GAS & FUEL HOCKEY PROPANE BOTTLE FILL	208495	78.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
		I-IG5397	201-45160-42610	GAS & FUEL HOCKEY PROPANE BOTTLE FILL	208495	130.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
01-00445	CITY OF MITCHELL					
		I-04.001150.00.09.25	201-45160-42800	UTILITIES 5951 AIRPORT RD-FISCHER BLDG	208497	113.50
	PROJ: H07-42800	PEPSI COMPLEX		UTILITIES		
01-00752	MITCHELL PLUMBING & HEA					
		I-36903	201-45160-43300	CAPITAL IMPRO REMOVE RESTROOMS PIPING	208616	16,250.00
	PROJ: H05-43300	SOFTBALL		IMPROVEMENTS-OTHER		
01-00839	PIONEER MANUFACTURING C					
		I-INV-268023	201-45160-42600	SUPPLIES & MA BRITE STRIPE WHITE	208644	1,149.45
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-INV-268024	201-45160-42600	SUPPLIES & MA BRITE STRIPE WHITE	208644	1,149.35
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
01-01199	STURDEVANTS AUTO VALUE					
		I-815062321	201-45160-42600	SUPPLIES & MA TUNE UP,PRIME,OIL FILTERS	208691	42.84
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
		I-815062911	201-45160-42600	SUPPLIES & MA FHP MEDIUM HORSE POWER	208691	16.99
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
01-01355	MIDWEST TURF & IRRIGATI					
		I-3956644-00	201-45160-42500	REPAIR & MAIN REPAIR KIT,DIAPHRAGM	208611	620.84
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-01404	MITCHELL IRON & SUPPLY					
		I-86774	201-45160-42500	REPAIR & MAIN V BELT	208614	56.12
	PROJ: H07-42500	PEPSI COMPLEX		REPAIR/MAINTENANCE		
01-01819	NORTHWEST PIPE FITTINGS					
		I-472159-1	201-45160-42500	REPAIR & MAIN FLO COUPLINGS,SOCKETS	208628	554.15
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-472338	201-45160-42500	REPAIR & MAIN PVC BUSHINGS,REPAIR COUPLINGS	208628	453.63
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
		I-473125	201-45160-42500	REPAIR & MAIN PIPE BOES,COUPLINGS,BUSHINGS	208628	251.68
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY					
		I-2579141-9.09.25	201-45160-42800	UTILITIES 1001 N MINNESOTA EMTR	208629	8,909.38
	PROJ: H06-42800	ARENA-NORTH RINK		UTILITIES		
		I-2834109-7.09.25	201-45160-42800	UTILITIES LAKE MITCHELL PUMP CADWELL	208629	743.80
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2991007-2.09.25	201-45160-42800	UTILITIES 1001 N MINNESOTA GMTR	208629	787.36
	PROJ: H13-42800	ARENA-SOUTH RINK		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		I-S105035320.001	201-45160-42600	SUPPLIES & MA ALL WEATHER CEMENT,PRIMER	208520	81.28
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-02679	MENARD'S INC					
		I-93762	201-45160-42600	SUPPLIES & MA SHOVEL	208604	59.96
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-03490	VAN WALL EQUIPMENT INC					
		I-6679702	201-45160-42500	REPAIR & MAIN BUSHING,WASHERS,V-BELT	208704	280.03
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-6679794	201-45160-42500	REPAIR & MAIN WASHERS	208704	39.05
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-6690299	201-45160-42500	REPAIR & MAIN SHEAVE ASSMBLY,PLATE,RADIATOR	208704	1,908.88
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-09035	TYLER VETCH					
		I-09302025	201-45160-42800	UTILITIES 2025 3RD QTR CELL PHONE	208708	45.00
01-09076	ROGER PREWETT II					
		I-09302025	201-45160-42800	UTILITIES 2025 3RD QTR CELL PHONE	208649	45.00
01-09349	HOWES OIL CO					
		I-363005	201-45160-42610	GAS & FUEL UNLEADED GAS	208569	529.99
01-09633	STAPLES					
		I-6042451033	201-45160-42600	SUPPLIES & MA WIPES	208689	185.82
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
01-10446	JESSE SCHLIMGEN					
		I-09302025	201-45160-42800	UTILITIES 2025 3RD QTR CELL PHONE	208668	45.00
DEPARTMENT 5160 SPORTS COMPLEXES					TOTAL:	34,683.97

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-6235	201-45210-42300	PUBLISHING POSTAGE 09.01-15.2025	208652	0.78
01-00424	RUNNINGS SUPPLY INC					
		I-2131303	201-45210-42600	SUPPLIES & MA U-BOLTS	208659	61.96
	PROJ: H50-42600	PARKS EQUIPMENT		SUPPLIES/MATERIALS		
		I-2131741	201-45210-42600	SUPPLIES & MA ENGINE OIL	208659	23.94
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-2132844	201-45210-42650	UNIFORMS GATES BOOTS	208659	116.25
01-00436	CHS FARMERS ALLIANCE					
		I-IG3368	201-45210-42610	GAS & FUEL P&R RUBY FIELDMASTER	208495	1,747.55
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
		I-IG3369	201-45210-42610	GAS & FUEL P&R UNLEADED GAS	208495	1,897.13
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
01-01036	REXWINKEL CONCRETE INC.					
		I-2023-14 PE 5-FINAL	201-45210-43300	CAPITAL IMPRO 2023-14 P.E. #5-FINAL	208655	72,620.88
01-01054	JAMES VALLEY LANDSCAPE					
		I-2006561	201-45210-42600	SUPPLIES & MA WOOD MULCH BULK	208579	134.36
	PROJ: H82-42600	DOWNTOWN BEAUTIFCATION		SUPPLIES/MATERIALS		
01-01199	STURDEVANTS AUTO VALUE					
		I-815062314	201-45210-42500	REPAIR & MAIN PERFECTSTOP BRAKE,DRUM,WHEEL	208691	58.47
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815062320	201-45210-42500	REPAIR & MAIN OIL FILTERHD OIL FARM	208691	38.98
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815063075	201-45210-42500	REPAIR & MAIN BATTERY,OIL FILTERS,HD OIL FAR	208691	183.37
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01450	MUTH ELECTRIC INC					
		I-803225	201-45210-42500	REPAIR & MAIN W ASH & S EDMUNDS NEW POLE	208621	2,665.69
	PROJ: H55-42500	DRY RUN CREEK PARK		REPAIR/MAINTENANCE		
		I-803306	201-45210-42500	REPAIR & MAIN CHECKED IRRIGATION CONTROLLER	208621	101.38
	PROJ: H56-42500	HITCHCOCK PARK		REPAIR/MAINTENANCE		
01-01830	NORTHWESTERN ENERGY					
		I-2581647-1.09.25	201-45210-42500	REPAIR & MAIN 950 INDIAN VILLAGE RD	208629	131.78
	PROJ: H77-42800	SPORTSMANS CLUB		UTILITIES		
		I-2582639-7.09.25	201-45210-42800	UTILITIES PATTON YOUNG	208629	88.60
	PROJ: H87-42800	PATTON YOUNG		UTILITIES		
		I-2748483-1.09.25	201-45210-42800	UTILITIES ACCESS LOT METER	208629	12.37
	PROJ: H79-42800	LAKE PARK ACCESS AREAS		UTILITIES		
		I-2967874-5.09.25	201-45210-42800	UTILITIES 3100 INDIAN VILLAGE RD	208629	52.44
	PROJ: H65-42800	AMPHITHEATER		UTILITIES		
		I-2997129-8.09.25	201-45210-42800	UTILITIES 800 E 11TH AVE	208629	24.08
	PROJ: H60-42800	NORTHDRIDGE PARK		UTILITIES		
		I-3975325-6.09.25	201-45210-42800	UTILITIES 612 W ASH AVE	208629	41.66
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02602	PUBLIC HEALTH LABORATOR					
		I-10622941	201-45210-42600	SUPPLIES & MA LAB TESTINGS	208651	198.00
	PROJ: H85-42600	LAKE MITCHELL WATER		SUPPLIES-MAINTENANCE		
01-02679	MENARD'S INC					
		I-92687	201-45210-42600	SUPPLIES & MA REBAR	208604	23.95
	PROJ: H87-42600	PATTON YOUNG		SUPPLIES-MAINTENANCE		
		I-92694	201-45210-42650	UNIFORMS VETCH SAFETY SHIRTS	208604	102.08
		I-92695	201-45210-42650	UNIFORMS BRUSKE SAFETY SHIRT	208604	8.08
		I-92735	201-45210-42600	SUPPLIES & MA MAGNESIUM FLOAT,POOL TOWEL	208604	74.37
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-92905	201-45210-42600	SUPPLIES & MA 6YD PACKAGING TAPE	208604	14.99
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-93005	201-45210-42600	SUPPLIES & MA GEORGIAN KNOB,CLAMP METER	208604	84.16
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-93102	201-45210-42600	SUPPLIES & MA MULTI PURPOSE RESPIRATOR	208604	59.94
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-93292	201-45210-42600	SUPPLIES & MA PLUMB BOB STEEL,DRILLBIT	208604	80.03
	PROJ: H87-42600	PATTON YOUNG		SUPPLIES-MAINTENANCE		
		I-93302	201-45210-42600	SUPPLIES & MA WEDGE ANCHORS	208604	48.26
	PROJ: H87-42600	PATTON YOUNG		SUPPLIES-MAINTENANCE		
01-02790	SUN GOLD SPORTS LLC					
		I-34655	201-45210-42650	UNIFORMS BRUSKE LOGOING FEE	208693	10.00
		I-34656	201-45210-42650	UNIFORMS VETCH LOGOING FEE	208693	80.00
01-02811	JONES SUPPLIES					
		I-153847	201-45210-42600	SUPPLIES & MA BATH TISSUE,BLACK LINERS	208584	280.18
	PROJ: H87-42600	PATTON YOUNG		SUPPLIES-MAINTENANCE		
01-02880	THUNE TRUE VALUE & APPL					
		I-B308994	201-45210-42600	SUPPLIES & MA ROLLER MOP,MOP REFILL	208698	23.98
	PROJ: H66-42600	CAMP ARROYA		SUPPLIES/MATERIALS		
01-03570	ABRA - IVERSON AUTO MIT					
		I-3064	201-45210-42500	REPAIR & MAIN 2011 CHEVY SILVERDO REPAIRS	208464	6,162.87
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-07205	BARCO PRODUCTS LLC					
		I-INVRC034523	201-45210-42600	SUPPLIES & MA ROUND RECEPTACLES	208480	1,551.29
	PROJ: H79-42600	LAKE PARK ACCESS AREAS		SUPPLIES/MATERIALS		
01-08371	BRAD GATES					
		I-09302025	201-45210-42800	UTILITIES 2025 3RD QTR CELL PHONE	208548	45.00
01-08594	MAKE IT MINE DESIGNS					
		I-43812	201-45210-42600	SUPPLIES & MA PARK SIGNS	208598	682.00
	PROJ: H74-42600	PUBLIC BEACH		SUPPLIES/MATERIALS		

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

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PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5220 SUPERVISION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-2129495	201-45220-42650	UNIFORMS STEWART LOGOD HOODIE	208659	84.99
DEPARTMENT 5220 SUPERVISION					TOTAL:	84.99

FUND 201 PARK FUND					TOTAL:	144,673.88

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 209 BUSINESS IMPROV DIST #4

DEPARTMENT: 6530 BUSINESS IMPROV #4

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00174	DAKOTA OYATE CHALLENGE	I-4298	209-46530-42920	SPORTS AUTHOR DAKOTA OYATE CHALLENGE VOLLEYB	208518	4,200.00
01-00446	CITY OF MITCHELL	I-4309	209-46530-42900	BOARD PROJECT DAKOTA RIPTIDE DIST 4 FUNDING	208501	30,000.00
01-05328	AMERICAN OUTLAWS WRESTL	I-4296	209-46530-42920	SPORTS AUTHOR 2025 MONSTER BRAWL	208468	2,000.00
01-09269	MITCHELL SOCCER ASSOCIA	I-4293	209-46530-42920	SPORTS AUTHOR CORNICUPIA 2025	208618	5,000.00
01-10492	RAISE EM RANK	I-4306	209-46530-42920	SPORTS AUTHOR RAISE EM RANK SERIES FINALS	208654	5,000.00
DEPARTMENT 6530 BUSINESS IMPROV #4					TOTAL:	46,200.00
FUND 209 BUSINESS IMPROV DIST #4					TOTAL:	46,200.00

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 211 ENTERTAINMENT TAX

DEPARTMENT: 6311 ENTERTAINMENT TAX

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06926	MITCHELL MARLINS BOYS V					
		I-09052025	211-46311-42963	COMMUNITY PRO HOCKEY WEED SPRAYING	208615	2,000.00
				DEPARTMENT 6311 ENTERTAINMENT TAX	TOTAL:	2,000.00
				FUND 211 ENTERTAINMENT TAX	TOTAL:	2,000.00

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 214 E-911 EMERGENCY

DEPARTMENT: 3500 E-911

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01853	SD SECRETARY OF STATE					
		I-09302025	214-43500-42200	PROFESSIONAL NOTARY FEE-S KUTILEK-OLSON	208679	30.00
		I-10012025	214-43500-42200	PROFESSIONAL NOTARY FEE-G WHITLEDGE	208680	30.00
01-07330	SD DEPT OF PUBLIC SAFET					
		I-N1462823SR	214-43500-42910	SERVICE CONTR TELETYPE 6 MONTH SERVICE	208674	371.07
01-08252	CORPORATE TRANSLATION S					
		I-310831	214-43500-42200	PROFESSIONAL AUGUST 2025 TRANSLATION SERVIC	208590	4.28
					DEPARTMENT 3500 E-911	TOTAL: 435.35
					FUND 214 E-911 EMERGENCY	TOTAL: 435.35

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00445	CITY OF MITCHELL					
		I-04.000200.00.09.25	218-45150-42810	UTILITIES-GAR BUS BARN/CAR WASH	208497	221.09
	PROJ: E01-GAUT	5311-FY18/19		Garage Utilities		
01-01199	STURDEVANTS AUTO VALUE					
		I-815061636	218-45150-42500	REPAIR AND MA LIGHTS,AIR FILTERS,OIL FILTERS	208691	181.60
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815063055	218-45150-42500	REPAIR AND MA ANTIFREEZE	208691	39.88
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-01322	LARRY'S I-90 SERVICE IN					
		I-108578	218-45150-42610	GAS OIL TIRES MOUNT & BALANCE TIRES	208591	361.50
	PROJ: E01-TIR	5311-FY18/19		Tires		
01-03555	JORDON SEHNERT					
		I-09302025	218-45150-42800	UTILITIES 2025 3RD QTR CELL PHONE	208681	45.00
01-07644	WANDA GRAVES					
		I-09302025	218-45150-42800	UTILITIES 2025 3RD QTR CELL PHONE	208552	45.00
01-07717	VERN EIDE FORD					
		C-25050215	218-45150-42500	REPAIR AND MA RETURNED CABLE ASSEMBLY	208706	170.13-
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-25050179	218-45150-42500	REPAIR AND MA CABLE ASSEMBLY	208706	170.13
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-25050203	218-45150-42500	REPAIR AND MA CONNECTOR	208706	18.70
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-25050232	218-45150-42500	REPAIR AND MA CABLE ASSEMBLY	208706	172.88
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-25050428	218-45150-42500	REPAIR AND MA CAP SCREW FOR SLIDING DOOR	208706	17.95
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-07987	AT&T MOBILITY - PALACE					
		I-3882X09232025	218-45150-42920	COMPUTER SOFT ACCT #28729243882	208473	531.49
	PROJ: E01-SHAH	5311-FY18/19		Tablet/Radio Contract		
		I-3882X09232025	218-45150-42800	UTILITIES ACCT #28729243882	208473	67.96
	PROJ: E01-OFFUT	5311-FY18/19		Office Utilities		
01-08515	SD DEPT OF PUBLIC SAFET					
		I-SD08605	218-45150-42511	GARAGE REPAIR BOILER CERTIFICATE FEE	208675	80.00
	PROJ: E01-GAMAIN	5311-FY18/19		Garage Maintenance		
01-09349	HOWES OIL CO					
		I-363005	218-45150-42610	GAS OIL TIRES UNLEADED GAS	208569	6,102.39
DEPARTMENT 5150 PALACE TRANSIT					TOTAL:	7,885.44

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 218 COMMUNITY SERVICES

DEPARTMENT: 5180 JVCC

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00445	CITY OF MITCHELL					
		I-04.001400.00.09.25	218-45180-42800	UTILITIES 300 W 1ST AVE	208497	637.46
01-02679	MENARD'S INC					
		I-92998	218-45180-42500	REPAIR & MAIN DISHWASHER TUBING	208604	4.98
01-02811	JONES SUPPLIES					
		I-153822	218-45180-42600	SUPPLIES & MA LINERS, TISSUE, TOWELS	208584	175.23
01-07987	AT&T MOBILITY - PALACE					
		I-3882X09232025	218-45180-42800	UTILITIES ACCT #28729243882	208473	16.99
01-09633	STAPLES					
		I-6042451034	218-45180-42600	SUPPLIES & MA LASER BROCHURE GLOSS	208689	27.66
01-09703	AMAZON CAPITAL SERVICES					
		C-11FL-KGT6-LTMK	218-45180-42600	SUPPLIES & MA RETURNED BROCHURE PAPER	208465	16.69-
		I-14QY-T7WN-6VM1	218-45180-42600	SUPPLIES & MA BROCHURE PAPER, STYLUS PENS	208465	81.50
		I-1XYR-3NQ6-7HVN	218-45180-42600	SUPPLIES & MA SOAP DISPENSER, GLOSSY PAPER	208465	51.28
				DEPARTMENT 5180 JVCC	TOTAL:	978.41
				FUND 218 COMMUNITY SERVICES	TOTAL:	8,863.85

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 219 NUTRITION

DEPARTMENT: 5140 NUTRITION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-07717	VERN EIDE FORD					
		C-07092025	219-45140-42530	VEHICLE MAINT DUPLICATE PYMNT ON 25048979	208706	107.20-
01-07987	AT&T MOBILITY - PALACE					
		I-3882X09232025	219-45140-42800	UTILITIES ACCT #28729243882	208473	16.99
01-09069	BIG DADDY D'S INC					
		I-09292025	219-45140-42911	CONTRACT SERV SR MEALS 09.22-26.2025	208483	1,725.00
		I-1010	219-45140-42911	CONTRACT SERV AUGUST 2025 SR MEALS	208483	1,104.00
		I-1011	219-45140-42911	CONTRACT SERV SR MEALS 09.08-12.2025	208483	1,414.50
		I-1012	219-45140-42911	CONTRACT SERV SR MEALS 09.15-19.2025	208483	1,656.00
01-09349	HOWES OIL CO					
		I-363005	219-45140-42610	GAS, OIL, TIR UNLEADED GAS	208569	154.40
DEPARTMENT 5140 NUTRITION					TOTAL:	5,963.69
FUND 219 NUTRITION					TOTAL:	5,963.69

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 230 AIRPORT

DEPARTMENT: 3500 AIRPORT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-2132219	230-43500-42600	SUPPLIES & MA BLADE SET	208659	64.99
01-00436	CHS FARMERS ALLIANCE					
		I-IG3129	230-43500-42610	GAS & OIL AIRPORT RUBY FIELDMASTER	208495	700.73
01-00445	CITY OF MITCHELL					
		I-04.000100.00.09.25	230-43500-42830	UTILITIES-WAT AIRPORT SHOP	208497	49.95
		I-04.000111.00.09.25	230-43500-42830	UTILITIES-WAT AIRPORT CRASH STN	208497	49.95
01-06527	AMERICAN FENCE COMPANY					
		I-SXF001571	230-43500-42500	REPAIR & MAIN ACCESS CONTROL SERVICE CALL	208466	570.00
01-09668	DAN LONDON					
		I-09302025	230-43500-42800	UTILITIES 2025 3RD QTR CELL PHONE	208596	45.00
				DEPARTMENT 3500 AIRPORT	TOTAL:	1,480.62
				FUND 230 AIRPORT	TOTAL:	1,480.62

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 602 WATER

DEPARTMENT: 3330 WATER TREATMENT PLANT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-2128668	602-43330-42600	SUPPLIES & MA HOSE BIBB	208659	39.98
01-00436	CHS FARMERS ALLIANCE					
		I-IA3231	602-43330-42600	SUPPLIES & MA PROPANE BOTTLE FILL	208495	27.97
01-00520	HAWKINS INC					
		I-7197280	602-43330-42600	SUPPLIES & MA AMMONIA CYLINDER	208558	10.00
		I-7197281	602-43330-42600	SUPPLIES & MA CHLORINE CYLINDERS	208558	70.00
01-01830	NORTHWESTERN ENERGY					
		I-4240509-2.09.25	602-43330-42800	UTILITIES 41008 256TH ST	208629	12.00
01-02602	PUBLIC HEALTH LABORATOR					
		I-10623029	602-43330-42550	LAB FEES LAB TESTINGS	208651	1,360.00
01-02679	MENARD'S INC					
		I-92665	602-43330-42600	SUPPLIES & MA WHITE VINEGAR,TOILET PAPER	208604	33.46
		I-93770A	602-43330-42600	SUPPLIES & MA TY-D-BOL TOILET CLEANER,DISCUS	208604	31.81
01-06656	PREMIER PEST CONTROL LL					
		I-55274	602-43330-42600	SUPPLIES & MA SEPT 2025 PEST CONTROL	208648	75.00
01-07598	AQUA-PURE INC					
		I-MITSD081125	602-43330-42620	CHEMICAL SERV TOTES	208471	5,752.50
01-08281	VESTIS					
		I-6380311034	602-43330-42600	SUPPLIES & MA MOP,MAT,MICROFIBER CLEANING	208707	89.49
01-09349	HOWES OIL CO					
		I-363005	602-43330-42610	GAS & FUEL UNLEADED GAS	208569	531.08
DEPARTMENT 3330 WATER TREATMENT PLANT					TOTAL:	8,033.29

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 602 WATER

DEPARTMENT: 3340 WATER DISTRIBUTION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-6235	602-43340-42660	POSTAGE POSTAGE 09.01-15.2025	208652	42.38
01-00424	RUNNINGS SUPPLY INC					
		I-2128772	602-43340-42600	SUPPLIES & MA OIL,OIL FILTER	208659	45.96
		I-2128871	602-43340-42600	SUPPLIES & MA BOLTS	208659	82.92
		I-2134386	602-43340-42600	SUPPLIES & MA CABLE TIES	208659	8.89
		I-2134584	602-43340-43417	MOWER MOWER ZTR ARIENS APEX60	208659	5,299.00
		I-2135024	602-43340-42600	SUPPLIES & MA CAP PIPE,PLUG PIPE,FOAM	208659	19.17
01-00712	NAPA CENTRAL					
		I-819872	602-43340-42600	SUPPLIES & MA OIL	208623	59.12
01-01199	STURDEVANTS AUTO VALUE					
		I-815062221	602-43340-42600	SUPPLIES & MA SMALL FILTER WRENCH	208691	11.95
		I-815062318	602-43340-42600	SUPPLIES & MA HD OIL,AIR FARM	208691	37.78
01-01321	MEBIUS NURSERY & LANDSC					
		I-127865	602-43340-42500	REPAIR & MAIN WATER LOOP PROJECT IRRIGATION	208603	235.00
01-01450	MUTH ELECTRIC INC					
		I-803815	602-43340-42550	SERVICE LINE REPLACE BAD CONTROL BOX	208621	98.42
01-01830	NORTHWESTERN ENERGY					
		I-2941237-6.09.25	602-43340-42800	UTILITIES 1416 E SPRUCE ST	208629	46.24
		I-2958403-4.09.25	602-43340-42800	UTILITIES 1800 VAN DYKE DR	208629	288.68
01-02470	CORE & MAIN LP					
		I-X688747	602-43340-42600	SUPPLIES & MA MJ TEE,HOUSING GASKETS	208510	1,225.01
		I-X740566	602-43340-42600	SUPPLIES & MA O-RING COVER,HOUSING CVR GSKT	208510	282.03
		I-X747425	602-43340-42600	SUPPLIES & MA DDP HYDRANT	208510	4,187.47
01-02480	SPN & ASSOCIATES					
		I-2021-45 P.E. #53	602-43340-43333	HIGHWAY 37 WA 2021-45 P.E. #53	208688	7,023.69
		I-2025-1 P.E. #8	602-43340-42225	PROFESSIONAL 2025-1 P.E. #8	208688	16,683.35
		I-2025-6 P.E. #8	602-43340-42225	PROFESSIONAL 2025-6 P.E. #8	208688	742.45
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2023-21 P.E. #5	602-43340-43338	2ND, 4TH, RAI 2023-21 P.E. #5	208670	50,151.90
01-03576	MICHELS ROAD & STONE IN					
		I-2021-45 P.E. #11	602-43340-43333	HIGHWAY 37 WA 2021-45 P.E. #11	208608	55,874.84
01-04721	TYLOR PETERSON					
		I-09302025	602-43340-42800	UTILITIES 2025 3RD QTR CELL PHONE	208643	45.00
01-06656	PREMIER PEST CONTROL LL					
		I-55267	602-43340-42600	SUPPLIES & MA SEPT 2025 PEST CONTROL	208648	75.00

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 602 WATER

DEPARTMENT: 3340 WATER DISTRIBUTION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-07696	FERGUSON WATERWORKS #25					
		I-0533759	602-43340-42600	SUPPLIES & MA BLUE TEE HEAD,BEND,PIPE,GATE	208542	11,149.03
		I-0533760	602-43340-42600	SUPPLIES & MA FOSTER ADPT KIT	208542	215.24
01-08304	THOMAS SCHUMAN					
		I-09302025	602-43340-42800	UTILITIES 2025 3RD QTR CELL PHONE	208673	45.00
01-08566	KEVIN SIBSON					
		I-09302025	602-43340-42800	UTILITIES 2025 3RD QTR CELL PHONE	208684	45.00
01-09349	HOWES OIL CO					
		I-363005	602-43340-42610	GAS & FUEL UNLEADED GAS	208569	1,520.98
01-10598	RYLAND DEVRIES					
		I-09302025	602-43340-42800	UTILITIES 2025 3RD QTR CELL PHONE	208531	45.00
01-10599	ROBERT MCCARDLE					
		I-09302025	602-43340-42800	UTILITIES 2025 3RD QTR CELL PHONE	208600	45.00
DEPARTMENT 3340 WATER DISTRIBUTION					TOTAL:	155,631.50
FUND 602 WATER					TOTAL:	163,664.79

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-6235	604-43200-42660	POSTAGE	POSTAGE 09.01-15.2025	208652 42.38
01-00424	RUNNINGS SUPPLY INC					
		I-2131824	604-43200-42600	SUPPLIES	FUSE FILLER,TESTER CONTINUITY	208659 28.58
		I-2135376	604-43200-42600	SUPPLIES	FLY RIBBON	208659 3.49
		I-2138246	604-43200-42600	SUPPLIES	REPEL BUG SPRAY	208659 12.99
01-00469	GEOTEK ENGINEERING & TE					
		I-2021-31 P.E. #18	604-43200-43300	NORTH PLANT I	2021-31 P.E. #18	208550 2,222.50
01-00991	JON VERMEULEN					
		I-09302025	604-43200-42800	UTILITIES	2025 3RD QTR CELL PHONE	208705 45.00
01-01021	JOHN T JONES CONSTRUCTI					
		I-2022-1 P.E. #13	604-43200-43310	SOUTH PLANT I	2022-1 P.E. #13	208581 886,950.42
01-01199	STURDEVANTS AUTO VALUE					
		I-815062315	604-43200-42600	SUPPLIES	CABIN AIR FOREIGN	208691 16.13
01-01789	COAST TO COAST CALIBRAT					
		I-150531	604-43200-42500	REPAIRS	CALIBRATION OF SCALE	208505 203.00
01-01830	NORTHWESTERN ENERGY					
		I-2581292-6.09.25	604-43200-42800	UTILITIES	2141 E HAVENS ST PLNT SWR	208629 12,567.10
01-02602	PUBLIC HEALTH LABORATOR					
		I-10622476	604-43200-42550	LABORATORY FE	LAB TESTINGS	208651 241.00
		I-10622936	604-43200-42550	LABORATORY FE	LAB TESTINGS	208651 241.00
01-02840	TESSIERS MECHANICAL CON					
		I-30013688	604-43200-42500	REPAIRS	E BLDG UNIT IN VFD HIGH TEMP	208696 188.75
01-03540	JOSEPH KING					
		I-09302025	604-43200-42800	UTILITIES	2025 3RD QTR CELL PHONE	208587 45.00
01-03571	CONNOR DAVIS					
		I-09302025	604-43200-42800	UTILITIES	2025 3RD QTR CELL PHONE	208525 45.00
01-08335	BRIAN DAUGHTERS					
		I-09302025	604-43200-42800	UTILITIES	2025 3RD QTR CELL PHONE	208524 45.00
01-08721	ELWOOD & MARTIN APPRAIS					
		I-25-253	604-43200-42200	PROFESSIONAL	MWWTP CENTER ACCESS ROAD	208538 2,000.00
01-09349	HOWES OIL CO					
		I-363005	604-43200-42610	GAS & FUEL	UNLEADED GAS	208569 367.54
01-09697	THOMAS HOLLEMAN					

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 604 SEWER

DEPARTMENT: 3200 WASTE WATER TREATMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09697	THOMAS HOLLEMAN		continued			
		I-09302025	604-43200-42800	UTILITIES 2025 3RD QTR CELL PHONE	208567	45.00
DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL:						905,309.88

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 604 SEWER

DEPARTMENT: 3250 WASTE WATER COLLECTION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-44553	604-43250-42600	SUPPLIES 1/2" NIPPLE	208536	5.59
		I-47355	604-43250-42600	SUPPLIES BATTERIES	208536	7.99
01-00424	RUNNINGS SUPPLY INC					
		I-2131798	604-43250-42600	SUPPLIES THREADLOCKER	208659	11.48
		I-2136551	604-43250-42600	SUPPLIES BOAT BLING CONDITION,NIPPLE	208659	26.88
		I-2138811	604-43250-42600	SUPPLIES ADAPTOR,TAPE FLAME RET	208659	9.98
		I-2138848	604-43250-42600	SUPPLIES PRIMARY WIRE	208659	6.99
01-00712	NAPA CENTRAL					
		I-820083	604-43250-42600	SUPPLIES CASE OF OIL	208623	44.34
01-01830	NORTHWESTERN ENERGY					
		I-2572870-0.09.25	604-43250-42800	UTILITIES 1511 N COMMERCE	208629	83.32
		I-2579460-3.09.25	604-43250-42800	UTILITIES N SANBORN AND 13TH AVE	208629	101.26
		I-2581214-0.09.25	604-43250-42800	UTILITIES N FOSTER ST	208629	1,275.08
		I-2581650-5.09.25	604-43250-42800	UTILITIES KIPPES CV	208629	33.77
		I-2581719-8.09.25	604-43250-42800	UTILITIES 3600 N OHLMAN ST	208629	185.48
		I-2581747-9.09.25	604-43250-42800	UTILITIES S HARMON DR	208629	72.30
		I-2582739-5.09.25	604-43250-42600	SUPPLIES 1300 W NORWAY AVE	208629	158.63
		I-2809477-9.09.25	604-43250-42800	UTILITIES 1423 COUNTRY DR	208629	190.70
		I-4276036-3.09.25	604-43250-42800	UTILITIES 1527 W 23RD AVE	208629	272.71
01-01964	DAKOTA SUPPLY GROUP					
		I-S105070659.001	604-43250-42600	SUPPLIES PIPE GASKET LUBE,APPLICATOR	208520	110.55
01-02170	DAVISON COUNTY REGISTER					
		I-09162025	604-43250-43360	LAKESHORE DEV PERPETUAL EASEMENT-TZ LEGACY	208526	30.00
		I-091625	604-43250-43360	LAKESHORE DEV PERPETUAL EASEMENT-JTZ PROP	208526	30.00
01-02480	SPN & ASSOCIATES					
		I-2021-45 P.E. #54	604-43250-43348	HIGHWAY 37 UT 2021-45 P.E. #54	208688	2,975.13
		I-2023-6 P.E. #26	604-43250-43349	N HARMON/AIRP 2023-6 P.E. #26	208688	1,151.78
		I-2025-1 P.E. #8	604-43250-42200	PROFESSIONAL 2025-1 P.E. #8	208688	13,650.00
		I-2025-6 P.E. #8	604-43250-42200	PROFESSIONAL 2025-6 P.E. #8	208688	569.30
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2023-21 P.E. #5	604-43250-43343	2ND, 4TH, & R 2023-21 P.E. #5	208670	31,046.40
01-02551	DAKOTA RIGGERS & TOOL S					
		I-3038992	604-43250-42500	REPAIRS ANNUAL FALL PROTECTION INSPECT	208519	250.00
01-03495	HALME INC					
		I-2023-16 P.E. #9	604-43250-43350	S HARMON/OHLM 2023-16 P.E. #9	208555	68,305.53
		I-2023-6 P.E. #12	604-43250-43349	N HARMON/AIRP 2023-6 P.E. #12	208555	36,502.87
01-03574	INDUSTRIAL CHEM LABS &					
		I-418746	604-43250-42600	SUPPLIES LIFT STATION DEGREASER	208573	536.23

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 604 SEWER

DEPARTMENT: 3250 WASTE WATER COLLECTION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03576	MICHEL'S ROAD & STONE IN					
		I-2021-45 P.E. #11	604-43250-43348	HIGHWAY 37 UT 2021-45 P.E. #11	208608	51,872.40
01-06656	PREMIER PEST CONTROL LL					
		I-55251	604-43250-42600	SUPPLIES SEPT 2025 PEST CONTROL	208648	95.00
01-09349	HOWES OIL CO					
		I-363005	604-43250-42610	GAS UNLEADED GAS	208569	26.89
DEPARTMENT 3250 WASTE WATER COLLECTION					TOTAL:	209,638.58
FUND 604 SEWER					TOTAL:	1,114,948.46

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: 3220 RECYCLING PROGRAM

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-2135359	612-43220-42600	SUPPLIES SPRAY,FUEL HOSE,MOUSE TRAP	208659	183.50
01-00436	CHS FARMERS ALLIANCE					
		I-IA3278	612-43220-42500	REPAIR & MAIN MOUNT TIRES	208495	240.00
	PROJ: L92-42500	178		REPAIR MAINTENANCE		
01-01417	NEWVISION SECURITY LLC					
		I-27488	612-43220-42800	UTILITIES BURGLAR ALARM MONITORING	208625	76.00
01-01830	NORTHWESTERN ENERGY					
		I-3750165-7.09.25	612-43220-42800	UTILITIES 2801 E HAVENS ST	208629	114.31
01-06656	PREMIER PEST CONTROL LL					
		I-55249	612-43220-42500	REPAIR & MAIN SEPT 2025 PEST CONTROL	208648	275.00
01-09891	MILLENNIUM RECYCLING					
		I-484680	612-43220-42200	CONTRACT-MILL AUG 2025 SINGLE STREAM FEE	208612	1,739.40
DEPARTMENT 3220 RECYCLING PROGRAM					TOTAL:	2,628.21

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: 3230 WASTE COLLECTION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00262	GREAT WESTERN TIRE CO					
		I-1-664299	612-43230-42500	REPAIRS CAPS,CASING STOCKS,TIRES	208553	2,181.60
		I-1-GS664131	612-43230-42500	REPAIRS TIRES	208553	2,018.42
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-6235	612-43230-42660	POSTAGE POSTAGE 09.01-15.2025	208652	42.38
01-00436	CHS FARMERS ALLIANCE					
		I-IA3394	612-43230-42500	REPAIRS HANKOOK TIRES,MOUNT & BALANCE	208495	1,326.94
	PROJ: L4A-42500	951		REPAIR MAINTENANCE		
01-00483	COUNTY FAIR					
		I-09102025	612-43230-42700	TRAVEL, CONF. WATER,COOKIES,POP	208515	137.93
01-02489	NORTHERN TRUCK EQUIP CO					
		I-SFI040914	612-43230-42500	REPAIRS RACK CAP TUBE	208627	122.37
	PROJ: L99-42500	176		REPAIR MAINTENANCE		
01-02624	SD PUBLIC ASSURANCE ALL					
		I-31822-4221	612-43230-42100	INSURANCE ADDITIONAL COVERAGE CAPTERPILL	208678	146.95
				DEPARTMENT 3230 WASTE COLLECTION	TOTAL:	5,976.59

01/02/2025 9:21 AM		REGULAR DEPARTMENT PAYMENT REGISTER				PAGE: 52	
PACKET : 07512 07513 07514							
VENDOR SET: Mult							
FUND : 612 SANITATION							
DEPARTMENT: 3240 LANDFILL		BANK: Multi					
BUDGET TO USE: CB-CURRENT BUDGET							
VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
=====							
01-00145	AMERICAN GARAGE DOOR CO						
	I-M44580	612-43240-42500	REPAIR AND MA	LANDFILL DOOR REPAIR	208467	154.31	
01-00356	QUALIFIED PRESORT SERVI						
	I-2279-6235	612-43240-42600	SUPPLIES	POSTAGE 09.01-15.2025	208652	46.74	
01-00424	RUNNINGS SUPPLY INC						
	I-2134894	612-43240-42600	SUPPLIES	FARM & DAIRY FLY SPRAY	208659	31.98	
01-00436	CHS FARMERS ALLIANCE						
	I-IG3370	612-43240-42610	GAS & OIL	LANDFILL RUBY FIELDMASTER	208495	1,460.91	
01-01020	CENTRAL ELECTRIC COOPER						
	I-13061001.09.25	612-43240-42800	UTILITIES	ACCT #13061001	208493	849.14	
01-01117	FLEETPRIDE						
	C-124019380	612-43240-42600	SUPPLIES	RETURNED HYDRAULIC CAP,COUPLER	208543	225.74-	
	I-128999012	612-43240-42500	REPAIR AND MA	TYPE HEIGHT CONTROL, LINKAGE	208543	90.98	
	PROJ: L9B-42500	194	REPAIR MAINTENANCE				
01-01199	STURDEVANTS AUTO VALUE						
	I-815062695	612-43240-42600	SUPPLIES	HD CABIN AIR FLEET	208691	24.21	
	PROJ: L5A-42600	952	SUPPLIES MATERIALS				
	I-815063071	612-43240-42600	SUPPLIES	HD FUEL CONSTRUCTION,WIX	208691	20.44	
	PROJ: L1C-42600	195	SUPPLIES MATERIALS				
01-01417	NEWVISION SECURITY LLC						
	I-27487	612-43240-42800	UTILITIES	BURLAR ALARM MONITORING	208625	76.00	
01-02527	TRANSOURCE						
	I-41P65047	612-43240-42500	REPAIR AND MA	BOMAG	208701	88.43	
	PROJ: L3C-42500	197	REPAIR MAINTENANCE				
01-02711	JAYLON TOLLEFSON						
	I-09302025	612-43240-42800	UTILITIES	2025 3RD QTR CELL PHONE	208700	45.00	
01-09349	HOWES OIL CO						
	I-363005	612-43240-42610	GAS & OIL	UNLEADED GAS	208569	146.98	
01-09522	HENNEN EQUIPMENT INC						
	I-22014	612-43240-42500	REPAIR AND MA	WORM GEAR,BELT OF CROSS	208563	4,761.43	
	PROJ: L1C-42500	195	REPAIR MAINTENANCE				
01-10469	SABER SHRED SOLUTIONS,						
	I-11263	612-43240-42910	TIRE GRINDING	SCRAP TIRES	208663	9,096.85	
	I-11264	612-43240-42910	TIRE GRINDING	SCRAP TIRES	208663	13,162.35	
DEPARTMENT 3240 LANDFILL					TOTAL:	29,830.01	

FUND		612	SANITATION	TOTAL:	38,434.81		

10/02/2025 9:21 AM
 PACKET : 07512 07513 07514
 VENDOR SET: Mult
 FUND : 613 CORN PALACE
 DEPARTMENT: 5650 CORN PALACE
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 53

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00210	BAILEY METAL FABRICATOR					
		I-2025-18A P.E. #2	613-45650-43460	SEATING REPLA 2025-18A P.E. #2	208478	24,585.00
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-6235	613-45650-42660	SHIPPING/POST POSTAGE 09.01-15.2025	208652	9.36
01-00424	RUNNINGS SUPPLY INC					
		I-2127507	613-45650-42666	MINOR EQUIPME PRESSURE WASHER	208659	299.99
		I-2130876	613-45650-42666	MINOR EQUIPME BLOWER BACKPACK	208659	699.98
01-00445	CITY OF MITCHELL					
		I-04.000700.00.09.25	613-45650-42830	UTILITIES-WAT 604 N MAIN ST	208497	7,080.97
		I-04.000701.00.09.25	613-45650-42830	UTILITIES-WAT 6TH AVE PLAZA	208497	330.44
01-00517	MELISSA HOBAUGH					
		I-09302025	613-45650-42800	UTILITIES 2025 3RD QTR CELL PHONE	208566	11.25
01-00531	PAULSON SHEET METAL INC					
		I-S19176	613-45650-42500	REPAIRS & MAI REPAIR CHILLER UNITS	208638	612.25
01-00532	A-OX WELDING SUPPLY CO					
		C-0000207245	613-45650-42600	SUPPLIES & MA REVERSED SERVICE CHARGE	208462	12.50-
		C-0000207522	613-45650-42600	SUPPLIES & MA REVERSED SERVICE CHARGE	208462	12.50-
		I-0000333505	613-45650-42600	SUPPLIES & MA CO2 CYLINDER	208462	12.45
		I-0001469807	613-45650-42600	SUPPLIES & MA CARBON DIOXIDE	208462	407.53
01-00536	DWU WOMEN'S BASKETBALL					
		I-09102025	613-45650-42902	LABOR/USHER 2025 FESTIVAL GARBAGE COLLECTN	208534	1,500.00
01-00537	DAKTRONICS INC					
		I-7161043	613-45650-42500	REPAIRS & MAI CENTERHUNG DISPLAY EVALUATION	208521	3,631.25
01-01450	MUTH ELECTRIC INC					
		I-803821	613-45650-42500	REPAIRS & MAI HOOKED UP NEW PANEL STAND-CRNV	208621	3,450.00
		I-803831	613-45650-42500	REPAIRS & MAI REPAIR OUTLETS ON TEMP PANEL	208621	1,033.89
01-01497	GRAINGER					
		I-9611041154	613-45650-42600	SUPPLIES & MA AIR FRESHNERS	208551	108.44
01-01590	MCLEOD'S PRINTING					
		I-85973	613-45650-42615	COGS-ALCOHOL KOOZIES	208602	980.00
01-01830	NORTHWESTERN ENERGY					
		I-2587292-0.09.25	613-45650-42800	UTILITIES 600 N MAIN ST	208629	8,800.33
		I-4153312-6.09.25	613-45650-42800	UTILITIES 614 N LAWLER ST	208629	55.29
01-02679	MENARD'S INC					
		I-92354	613-45650-42600	SUPPLIES & MA CUTTING BLADES	208604	29.85
		I-92430	613-45650-42600	SUPPLIES & MA BROOM,LIGHT BULBS	208604	33.97

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PACKET : 07512 07513 07514
VENDOR SET: Mult
FUND : 613 CORN PALACE
DEPARTMENT: 5650 CORN PALACE
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02679	MENARD'S INC		continued			
		I-92448	613-45650-42600	SUPPLIES & MA TRIGGER CLAMP,MOTION SENSOR	208604	57.42
		I-92692	613-45650-42600	SUPPLIES & MA ULITITY KNIVES,BLADES,SCRAPPER	208604	44.94
01-02811	JONES SUPPLIES					
		I-153695	613-45650-42600	SUPPLIES & MA T-TISSUE,ROLL TOWELS	208584	211.92
		I-153751	613-45650-42600	SUPPLIES & MA BLACK LINERS	208584	32.75
		I-153798	613-45650-42600	SUPPLIES & MA T-TISSUE,ROLL TOWELS,CLEANER	208584	389.33
		I-153887	613-45650-42600	SUPPLIES & MA LINERS,T-TISSUE,LAUNDRY DETRGN	208584	296.45
		I-153991	613-45650-42600	SUPPLIES & MA ROLL TOWELS,T-TISSUE	208584	176.36
		I-153992	613-45650-42600	SUPPLIES & MA ROLL TOWELS,NAPKINS,STRAWS	208584	260.42
01-03629	WILLIAM PARKS					
		I-09102025	613-45650-42902	LABOR/USHER CP FESTIVAL SOUND TECH	208637	500.00
		I-0930205	613-45650-42400	RENTAL-SOUND/ 2025 FESTIVAL PLAZA LIGHTS,SND	208637	600.00
01-03700	CORE-MARK US LLC					
		I-2287644	613-45650-42610	COST OF GOODS SUCKERS,CANDY,GUM,SLUSHIES	208511	3,060.77
		I-2287645-700	613-45650-42610	COST OF GOODS JUICE,OIL,APPLES,PRETZELS	208511	465.75
		I-2307605	613-45650-42610	COST OF GOODS COOKIES,FOODTRAYS,KETCHUP,CREA	208511	2,343.80
		I-2307606-72	613-45650-42610	COST OF GOODS M&M'S	208511	63.80
		I-2307607-700	613-45650-42610	COST OF GOODS CHOCOLATE CHIPS,SALT,OIL	208511	699.88
		I-2318739	613-45650-42610	COST OF GOODS CANDY,CORNNUTS,SEEDS,CHIPS	208511	1,961.54
		I-2318740-700	613-45650-42610	COST OF GOODS POPCORN SALT	208511	32.50
		I-2335021	613-45650-42610	COST OF GOODS COCONUT OIL,CORN DOGS	208511	668.18
		I-2335022-72	613-45650-42610	COST OF GOODS POPCORN BAGS	208511	2,575.15
		I-2345507	613-45650-42610	COST OF GOODS CORNNUTS,SLUSHIES,CANDY,GUM	208511	1,127.67
		I-2345508-700	613-45650-42610	COST OF GOODS PICKLES,RANCH,SLUSHIES,CHIPS	208511	141.11
		I-2351096	613-45650-42610	COST OF GOODS BLEACH,BROWN SUGAR,CHEESE	208511	1,270.06
		I-2351097-700	613-45650-42610	COST OF GOODS MUSTARD,SALT	208511	65.94
01-04107	JEFF HANSON					
		I-09302025	613-45650-42800	UTILITIES 2025 3RD QTR CELL PHONE	208557	45.00
01-04537	PORTER DISTRIBUTING CO					
		I-1008687	613-45650-42615	COGS-ALCOHOL BEER SUITCASES	208646	340.50
01-04871	SD DEPT OF TRANSPORTATI					
		I-S00142797	613-45650-42320	ADVERTISING/P ANNUAL BUSINESS SIGNS RENTAL	208676	620.00
01-04874	DAVE SIETSEMA					
		I-09302025	613-45650-42800	UTILITIES 2025 3RD QTR CELL PHONE	208685	45.00
01-05892	GAYLEN'S GOURMET POPCOR					
		I-2025	613-45650-42610	COST OF GOODS CARAMEL POPCORN	208549	741.60
01-06656	PREMIER PEST CONTROL LL					
		I-55282	613-45650-42502	CONTRACT SERV SEPT 2025 PEST CONTROL	208648	200.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-07035	LIFE 96.5 KNWC					
		I-9116-3	613-45650-42320	ADVERTISING/P CP FESTIVAL ADVERTISING	208595	1,350.00
01-07344	CHESTERMAN COMPANY					
		I-11846916	613-45650-42610	COST OF GOODS POWERADE,GOLD PEAK TEA,POP	208494	938.25
		I-11859300	613-45650-42610	COST OF GOODS MONSTER,GOLD PEAK TEA,DT COKE	208494	643.75
		I-11864488	613-45650-42610	COST OF GOODS POP,MONSTERS,GOLD PEAK TEAS	208494	1,370.00
01-07387	DWU MEN'S SOCCER					
		I-09252025	613-45650-42907	PRE-STURGIS P PRE-STURGIS PARTY WORKERS	208533	500.00
	PROJ: W08-42907	PRESTURGIS		PRE STURGIS PARTY		
01-07716	SAGA COMMUNICATIONS OF					
		I-MC-12508111556	613-45650-42320	ADVERTISING/P CORN PALACE ADVERTISING	208664	872.00
		I-MC-12508111662	613-45650-42320	ADVERTISING/P CORN PALACE ADVERTISING	208664	250.00
01-08237	COMBINED BUILDING SPECI					
		I-2025-18A P.E. #1	613-45650-43460	SEATING REPLA 2025-18A P.E. #1	208508	361,815.00
01-08281	VESTIS					
		I-6380312327	613-45650-42600	SUPPLIES & MA NAPKIN, TABLECLOTH CLEANING	208707	42.29
		I-6380315675	613-45650-42600	SUPPLIES & MA MAT, TABLECLOTH CLEANING	208707	42.29
01-08594	MAKE IT MINE DESIGNS					
		I-41507	613-45650-42600	SUPPLIES & MA NYLON FLAGS	208598	643.04
		I-42181	613-45650-42600	SUPPLIES & MA CP WINDOW PERF REPLACEMENT	208598	1,005.00
01-08673	BRADLEY'S PUB & GRILLE					
		I-09032025	613-45650-42905	ENTERTAINMENT OUTSOUND PRODUCTION MEALS	208486	449.34
01-08683	DWU DIGITAL MEDIA AND D					
		I-09152025	613-45650-42502	CONTRACT SERV CORN PALACE MURAL DESIGNS	208532	4,000.00
01-08723	PRO POLISH LLC					
		I-2025-18A P.E. #1	613-45650-43460	SEATING REPLA 2025-18A P.E. #1	208650	91,250.00
01-08741	KATHY HANKS					
		I-09302025	613-45650-42800	UTILITIES 2025 3RD QTR CELL PHONE	208556	45.00
01-09044	INTELLIPRO SECURITY LLC					
		I-4439	613-45650-42500	REPAIRS & MAI N GYM DOOR CONTROLLER REPLACE	208576	1,320.00
01-09247	JOHNSON BROS OF SOUTH D					
		I-1449398	613-45650-42615	COGS-ALCOHOL BOURBON,CROWN ROYAL,VODKA	208583	2,048.65
		I-1449399	613-45650-42615	COGS-ALCOHOL RED BULL	208583	42.75
01-09268	FORUM COMMUNICATIONS CO					
		I-MP2516730825	613-45650-42320	ADVERTISING/P 2025 CORN PALACE FESTIVAL ADS	208544	1,000.00

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 613 CORN PALACE

DEPARTMENT: 5650 CORN PALACE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09349	HOWES OIL CO					
		I-363005	613-45650-42620	GAS & FUEL UNLEADED GAS	208569	151.59
01-09473	PEPPER OPCO LLC					
		I-100011	613-45650-42905	ENTERTAINMENT 2025 50% FINAL TALENT PAYMENT	208640	15,000.00
01-09484	KARL'S					
		I-173542331	613-45650-42500	REPAIRS & MAI REFRIGERATOR RENTAL	208585	220.98
01-09703	AMAZON CAPITAL SERVICES					
		I-16LC-DY67-J9CX	613-45650-42600	SUPPLIES & MA EARPLUGS,FLOOR MATS,CABLE TIES	208465	151.66
01-09964	CITY OF MITCHELL					
		I-09112025	613-45650-42610	COST OF GOODS CANDY,KETCHUP,MUSTARD	208502	1,512.37
01-10154	SCHOENFELDER PORTABLES					
		I-4691	613-45650-42913	STREET EXPENS TOILET RENTALS	208671	4,150.00
01-10254	LEIGHTON FAMILY FARMS					
		I-2688	613-45650-42610	COST OF GOODS POPCORN	208593	853.20
01-10309	MICHAEL LEACH					
		I-09302025	613-45650-42800	UTILITIES 2025 3RD QTR CELL PHONE	208592	45.00
01-10425	ETIX INC					
		I-CP083125	613-45650-42900	TICKETING FEE TICKETING FEES	208539	962.55
01-10438	CRAIG STUCKY					
		I-09302025	613-45650-42800	UTILITIES 2025 3RD QTR CELL PHONE	208690	45.00
01-10541	BUILDERS FIRST SOURCE					
		I-100431635	613-45650-42600	SUPPLIES & MA BAR TIES	208489	310.00
DEPARTMENT 5650 CORN PALACE					TOTAL:	565,714.79
FUND 613 CORN PALACE					TOTAL:	565,714.79

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 614 GOLF COURSE

DEPARTMENT: 5250 GOLF COURSE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00436	CHS FARMERS ALLIANCE					
		I-IG3365	614-45250-42610	GAS & FUEL LAKEVIEW UNLEADED GAS	208495	1,357.61
		I-IG3366	614-45250-42610	GAS & FUEL GOLF MAINT RUBY FIELDMASTER	208495	660.53
01-00445	CITY OF MITCHELL					
		I-04.000400.00.09.25	614-45250-42830	UTILITIES-WAT 600 W 23RD AVE	208497	145.72
		I-04.000800.00.09.25	614-45250-42830	UTILITIES-WAT 3300 N OHLMAN ST	208497	913.34
01-01830	NORTHWESTERN ENERGY					
		I-2581639-8.09.25	614-45250-42800	UTILITIES 700 W 23RD AVE	208629	189.89
		I-2581643-0.09.25	614-45250-42800	UTILITIES GOLF PUMP 100 H	208629	1,556.08
		I-2581875-8.09.25	614-45250-42800	UTILITIES GOLF CLUB HOUSE	208629	674.92
		I-2581876-6.09.25	614-45250-42800	UTILITIES GOLF CART SHED	208629	46.24
		I-2939180-2.09.25	614-45250-42800	UTILITIES 825 INDIAN VILLAGE RD	208629	38.88
01-02051	MIDCONTINENT COMMUNICAT					
		I-02630670214944	614-45250-42800	UTILITIES ACCT #026306702	208609	95.39
01-02679	MENARD'S INC					
		I-93610	614-45250-42600	SUPPLIES & MA HANDY PACK,FLEX COUPLING	208604	43.66
01-02840	TESSIERS MECHANICAL CON					
		I-30012449	614-45250-42500	REPAIR & MAIN MAKE HOOD AND REDO VENTING	208696	1,000.65
01-03501	ALEX DAGEN					
		I-09302025	614-45250-42800	UTILITIES 2025 3RD QTR CELL PHONE	208517	45.00
01-08892	ERIC HIEB					
		I-09292025	614-45250-42200	GOLF PRO CONT BASE CONTRACT 10.2025	208565	8,137.13
		I-092925	614-45250-42200	GOLF PRO CONT CLOVER CC FEES 10.2025	208565	1,806.52
				DEPARTMENT 5250 GOLF COURSE	TOTAL:	16,711.56

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 614 GOLF COURSE

DEPARTMENT: 9000 ** INVALID DEPT **

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00446	CITY OF MITCHELL					
		I-09172025	614-49000-51100	TRANSFER OUT REPAID FINANCING RESLTN #3063	208499	75,000.00
DEPARTMENT 9000 ** INVALID DEPT **						TOTAL: 75,000.00

FUND 614 GOLF COURSE				TOTAL:		91,711.56

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 619 CAMPGROUND

DEPARTMENT: 5220 CAMPGROUND

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-2135426	619-45220-42500	REPAIR & MAIN TOP LINK,HITCH PIN	208659	49.98
01-01450	MUTH ELECTRIC INC					
		I-803218	619-45220-42500	REPAIR & MAIN FIXED BURNT OFF NEUTRALS	208621	130.61
01-02679	MENARD'S INC					
		I-93290	619-45220-42600	SUPPLIES STRETCH WRAP	208604	29.97
01-03498	COLUMN SOFTWARE PBC					
		I-35882B15-0243	619-45220-42300	ADVERTISING/P CAMPGROUND TORNADO SHELTER	208507	56.94
DEPARTMENT 5220 CAMPGROUND					TOTAL:	267.50
FUND 619 CAMPGROUND					TOTAL:	267.50

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 621 EMERGENCY MEDICAL SERVICE

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-08784	COTIVITI					
		I-09292025	621-369	REFUNDS & REI AMBULANCE REFUND	208514	4,036.67
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 4,036.67

PACKET : 07512 07513 07514

VENDOR SET: Mult

FUND : 621 EMERGENCY MEDICAL SERVICE

DEPARTMENT: 4600 EMS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00809	GALLS LLC					
		I-032496782	621-44600-42640	UNIFORMS SHIRT	208546	73.49
01-03478	AVERA QUEEN OF PEACE					
		I-CINV-010196	621-44600-42600	SUPPLIES MEDICATIONS	208476	57.65
		I-CINV-010418	621-44600-42600	SUPPLIES MEDICATIONS	208476	96.00
01-08340	LEWIS FAMILY DRUG LLC					
		I-08182025	621-44600-42600	SUPPLIES GLUCOCARD TEST STRIPS	208594	29.97
		I-08202025	621-44600-42600	SUPPLIES GLUCOCARD TEST STRIPS	208594	19.98
		I-08302025	621-44600-42600	SUPPLIES ASPIRIN	208594	16.47
01-08771	PCC AMBULANCE BILLING S					
		I-39388	621-44600-42250	CONTRACT-QMC JULY 2025 AMBULANCE BILLING	208639	27.68
		I-39504	621-44600-42250	CONTRACT-QMC AUG 2025 AMBULANCE BILLING	208639	2,540.96
01-08978	BUHL'S DRYCLEANERS & LI					
		I-104036	621-44600-42500	REPAIRS & MAI LAUNDRY SERVICE	208488	42.50
		I-104166	621-44600-42500	REPAIRS & MAI LAUNDRY SERVICE	208488	47.50
01-09349	HOWES OIL CO					
		I-363005	621-44600-42610	GAS & OIL UNLEADED GAS	208569	826.64
01-09962	QUICK MED CLAIMS					
		I-QINV00304	621-44600-42250	CONTRACT-QMC AUGUST 2025 MONTHLY CONTRACT	208653	1,132.25
01-10486	AT&T MOBILITY - POLICE					
		I-9001X09232025	621-44600-42800	UTILITIES ACCT #287283989001	208474	45.93
01-10568	DR. MATTHEW SCHAFER					
		I-10012025	621-44600-42200	PROFESSIONAL 2025 4TH QTR PAYMENT	208667	1,500.00
				DEPARTMENT 4600 EMS	TOTAL:	6,457.02
				FUND 621 EMERGENCY MEDICAL SERVICE	TOTAL:	10,493.69
					REPORT GRAND TOTAL:	2,650,082.30

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2025-2026	101-41110-42300	LEGAL PUBLICATIONS	681.08	13,000	971.76		
	101-41110-42600	SUPPLIES & MATERIALS	15.00	1,000	439.36		
	101-41210-43300	VETERAN'S PARK	54.61	0	767.18-	Y	
	101-41220-42800	UTILITIES-TELEPHONE	45.00	250	99.97		
	101-41230-42800	UTILITIES-TELEPHONE	45.00	230	94.55		
	101-41420-42600	SUPPLIES & MATERIALS	48.32	6,120	4,019.51		
	101-41420-42630	SURPLUS AUCTION	54.70	300	17.64		
	101-41420-42800	UTILITIES - TELEPHONE	45.00	260	97.59		
	101-41440-42231	EMPLOYEE PHYSICALS,DRUG TE	2,618.00	45,851	14,492.40		
	101-41440-42232	EMPLOYEE RECOGNITION	116.00	17,550	13,909.98		
	101-41440-42800	UTILITIES	45.00	250	97.96		
	101-41460-42110	LIABILITY, PROPERTY INS &	5,332.94	227,260	30,271.96-	Y	
	101-41920-42520	REPAIR-CITY HALL	66.84	4,500	1,758.27		
	101-41920-42800	UTILITIES - TELEPHONE	123.75	360	4,557.36-	Y	
	101-41920-43300	IMPROV OTHER THAN BLDGS	4,683.34	55,000	42,816.65		
	101-41935-42615	POSTAGE	461.70	7,500	2,065.98		
	101-41935-42640	COPY MACHINE SUPPLIES	127.48	2,700	635.26		
	101-41935-42645	COMPUTER HARDWARE	7,662.00	24,900	14,226.20		
	101-41935-42850	UTILITIES/TELEPHONE	45.00	16,690	5,975.93-	Y	
	101-41935-42920	COMPUTER SOFTWARE	494.40	116,115	1,575.78-	Y	
	101-42110-42200	PROFESSIONAL SERVICES	147.64	9,800	2,714.75		
	101-42110-42500	REPAIR & MAINTENANCE	1,698.67	11,970	4,869.84-	Y	
	101-42110-42600	SUPPLIES	843.74	31,019	1,410.35		
	101-42110-42610	GAS OIL TIRES	6,056.44	65,000	26,499.73		
	101-42110-42700	TRAVEL, CONF & DUES	320.00	17,000	9,112.98		
	101-42110-42800	TELEPHONE	1,058.54	14,500	3,815.03		
	101-42110-42810	UTILITIES	104.13	7,150	1,940.07		
	101-42110-42910	TELETYPE	1,236.93	2,550	76.14		
	101-42130-42500	REPAIRS	167.45	6,000	50.08-	Y	
	101-42130-42520	EMERGENCY SIREN UTILITIES	293.21	2,900	409.38		
	101-42130-42535	LIGHT MAINTENANCE	2,226.47	27,000	15,831.01		
	101-42130-42545	PAINT	1,154.06	21,000	1,156.25		
	101-42130-42610	GAS, OIL, TIRES	399.48	5,000	1,142.10		
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	2,284.54	38,000	10,305.40		
	101-42130-42820	TELEPHONE	45.00	1,200	112.16		
	101-42130-42835	UTILITIES-STREET LIGHTS	1,617.26	305,000	99,888.35		
	101-42130-42840	BUILDING UTILITIES	363.47	6,000	2,105.80		
	101-42130-43343	7TH & 1ST INTER SIGNAL LIG	2,384.00	880,095	811,399.37		
	101-42200-42200	PROFESSIONAL SERVICES	80.00	13,650	7,877.00		
	101-42200-42500	REPAIR & MAINTENANCE	10,447.05	17,650	7,984.49-	Y	
	101-42200-42600	SUPPLIES	1,485.03	24,950	4,082.60		
	101-42200-42610	GAS & OIL	194.62	11,150	5,081.91		
	101-42200-42640	UNIFORMS	60.44	4,900	680.35		
	101-42200-42641	PROTECTIVE CLOTHING	12,133.39	44,925	14,975.79		
	101-42200-42800	TELEPHONE	217.50	2,500	957.06		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	101-42200-42810	UTILITIES	3,517.28	44,000	8,532.22				
	101-43100-42500	REPAIRS	4,676.49	150,000	88,080.78				
	101-43100-42600	SUPPLIES	2,328.75	20,000	72,192.47-	Y			
	101-43100-42610	GAS	897.64	87,000	48,910.73				
	101-43100-42620	ASPHALT MIX	5,822.48	100,000	40,705.62				
	101-43100-42800	UTILITIES	210.00	15,000	4,494.26				
	101-43110-42200	PROFESSIONAL SERVICES	6,100.00	10,000	3,158.50				
	101-43110-42500	REPAIRS	55.99	1,000	377.91				
	101-43110-42610	GAS	739.36	7,000	2,118.87				
	101-43110-42800	UTILITIES	270.00	2,000	474.64				
	101-43110-42916	NUISANCE ABATEMENT	1,430.00	15,000	9,362.21				
	101-43120-42521	SIDEWALK CONSTRUCT	6,240.00	75,000	51,250.72				
	101-43120-42680	CHIP SEAL ASPHALT	24,992.50	340,000	13,530.58				
	101-43120-43300	STREET OVERLAY MAINT	93,139.24	1,635,250	956,207.62				
	101-43120-43312	WEST END BRIDGE	149,341.44	294,229	119,379.42				
	101-43150-42600	SUPPLIES & MATERIALS	100.00	10,000	8,807.50				
	101-43150-42800	UTILITIES	28.62	350	19.95				
	101-43150-43343	2ND, 4TH, & RAILROAD	64,481.02	425,034	116,994.74				
	101-43700-42500	REPAIR & MAINTENANCE	1,000.65	3,000	185.41				
	101-43700-42600	SUPPLIES & MATERIALS	409.40	16,000	3,147.30				
	101-43700-42610	GAS & FUEL	1,490.48	10,000	3,701.21				
	101-43700-42800	UTILITIES	466.91	5,500	1,688.88				
	101-43700-42830	UTILITIES-WATER/SEWER	145.72	2,000	1,647.66				
	101-43700-43200	BUILDINGS	5,590.00	27,000	3.72				
	101-44120-42800	UTILITIES-POUND	242.64	2,400	535.06				
	101-44120-42900	IMPOUNDING DOGS	350.00	15,300	4,379.67				
	101-45500-42600	SUPPLIES & MATERIALS	1,496.70	12,000	2,348.44				
	101-45500-42692	PERIODICALS	29.00	5,250	3,156.80				
	101-45500-42693	E-BOOKS/AUDIO BOOKS	1,133.67	19,350	6,858.85				
	101-45500-42700	TRAVEL, CONF & DUES	93.67	1,350	476.33				
	101-45500-42800	UTILITIES	3,567.90	43,375	9,876.13				
	101-45500-42830	UTILITIES-WATER/SEWER	2,083.55	2,100	985.85-	Y			
	101-45500-42904	COMPUTER EQUIPMENT	608.00	1,000	392.00				
	101-45500-43420	BOOKS	1,906.87	47,000	11,434.62				
	101-45500-43421	AUDIO-VISUAL	105.91	4,000	2,281.30				
	101-46500-43100	PROPERTY ACQUISITION	353.21	1,000,000	7,175.81-	Y			
	201-45110-42500	REPAIR & MAINTENANCE	497.17	9,000	2,265.29				
	201-45110-42600	SUPPLIES & MATERIALS	241.05	10,000	3,061.26				
	201-45110-42601	CONCESSION SUPPLIES	164.15	25,000	72.61-	Y			
	201-45110-42650	UNIFORMS	250.00	500	217.45				
	201-45110-42800	UTILITIES	90.00	400	105.68				
	201-45110-42850	UTILITIES-AQUATICS	18.62	84,000	59,314.47				
	201-45140-42500	REPAIR & MAINTENANCE	730.69	34,000	14,518.65				
	201-45140-42600	SUPPLIES & MATERIALS	1,692.93	35,027	6,676.86				
	201-45140-42601	CONCESSION SUPPLIES	1,310.34	15,000	4,974.90				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG		ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	201-45140-42602	CHEMICALS	4,685.71	18,000	3,720.72			
	201-45140-42650	UNIFORMS	250.00	1,250	430.97			
	201-45140-42800	UTILITIES	9,092.71	159,440	20,776.47			
	201-45160-42500	REPAIR & MAINTENANCE	4,164.38	98,284	18,409.62			
	201-45160-42600	SUPPLIES & MATERIALS	2,685.69	68,128	8,366.19			
	201-45160-42610	GAS & FUEL	849.86	15,000	6,529.16			
	201-45160-42800	UTILITIES	10,734.04	156,420	51,404.97			
	201-45160-43300	CAPITAL IMPROVEMENTS - OTH	16,250.00	476,287	422,928.71			
	201-45210-42300	PUBLISHING	0.78	0	4.43-	Y		
	201-45210-42500	REPAIR & MAINTENANCE	9,960.64	94,242	9,578.31			
	201-45210-42600	SUPPLIES & MATERIALS	3,822.41	96,851	12,463.02			
	201-45210-42604	TREES	100.00	3,000	2,268.92			
	201-45210-42610	GAS & FUEL	3,751.28	33,000	6,389.31			
	201-45210-42650	UNIFORMS	316.41	2,100	307.91			
	201-45210-42800	UTILITIES	309.15	79,200	30,394.19			
	201-45210-43300	CAPITAL IMPROVEMENTS - OTH	72,620.88	831,000	374,780.71			
	201-45220-42650	UNIFORMS	84.99	500	415.01			
	209-46530-42900	BOARD PROJECTS	30,000.00	30,000	4,995.00-	Y		
	209-46530-42920	SPORTS AUTHORITY PROMO	16,200.00	194,640	87,240.00			
	211-46311-42963	COMMUNITY PROJECTS	2,000.00	796,185	789,660.74			
	214-43500-42200	PROFESSIONAL SERVICES	64.28	1,490	1,292.72			
	214-43500-42910	SERVICE CONTRACTS	371.07	24,057	1,144.73			
	218-45150-42500	REPAIR AND MAINTENANCE	431.01	9,500	3,689.00			
	218-45150-42511	GARAGE REPAIR & MAINTENANC	80.00	20,000	10,585.55			
	218-45150-42610	GAS OIL TIRES	6,463.89	100,000	48,453.01			
	218-45150-42800	UTILITIES	157.96	1,565	675.39			
	218-45150-42810	UTILITIES-GARAGE	221.09	12,722	5,831.39			
	218-45150-42920	COMPUTER SOFTWARE/SUPPORT	531.49	50,750	482.77			
	218-45180-42500	REPAIR & MAINTENANCE	4.98	5,000	1,701.79			
	218-45180-42600	SUPPLIES & MATERIALS	318.98	5,900	2,338.25			
	218-45180-42800	UTILITIES	654.45	32,302	15,165.39			
	219-45140-42530	VEHICLE MAINTENANCE	107.20-	400	43.43-	Y		
	219-45140-42610	GAS, OIL, TIRES	154.40	2,500	912.75			
	219-45140-42800	UTILITIES	16.99	415	258.46			
	219-45140-42911	CONTRACT SERVICES-MEALS	5,899.50	211,490	71,422.69			
	230-43500-42500	REPAIR & MAINTENANCE	570.00	10,000	3,571.05-	Y		
	230-43500-42600	SUPPLIES & MATERIALS	64.99	8,500	5,545.99			
	230-43500-42610	GAS & OIL	700.73	5,700	2,484.24			
	230-43500-42800	UTILITIES	45.00	19,500	4,818.31			
	230-43500-42830	UTILITIES-WATER/SEWER	99.90	500	181.58			
	602-43330-42550	LAB FEES	1,360.00	15,000	9,859.00			
	602-43330-42600	SUPPLIES & MATERIALS	377.71	18,000	10,372.27-	Y		
	602-43330-42610	GAS & FUEL	531.08	3,000	853.47-	Y		
	602-43330-42620	CHEMICAL SERVICE CONTRACT	5,752.50	32,000	5,727.50			
	602-43330-42800	UTILITIES	12.00	200,000	112,483.32			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	602-43340-42225	PROFESSIONAL SERVICES	17,425.80	355,000	179,007.73		
	602-43340-42500	REPAIR & MAINTENANCE	235.00	18,500	16,054.32		
	602-43340-42550	SERVICE LINE REPAIR	98.42	12,000	11,901.58		
	602-43340-42600	SUPPLIES & MATERIALS	17,399.57	125,000	51,247.12-	Y	
	602-43340-42610	GAS & FUEL	1,520.98	14,000	3,239.46		
	602-43340-42660	POSTAGE	42.38	10,000	3,336.82		
	602-43340-42800	UTILITIES	559.92	11,000	963.93		
	602-43340-43333	HIGHWAY 37 WATER MAIN REPL	62,898.53	1,013,372	648,475.65-	Y	
	602-43340-43338	2ND, 4TH, RAILROAD, & MAIN	50,151.90	250,000	32,945.94		
	602-43340-43417	MOWER	5,299.00	8,000	2,701.00		
	604-43200-42200	PROFESSIONAL FEES	2,000.00	0	2,070.33-	Y	
	604-43200-42500	REPAIRS	391.75	20,000	6,466.93-	Y	
	604-43200-42550	LABORATORY FEES	482.00	3,000	1,357.00		
	604-43200-42600	SUPPLIES	61.19	25,000	9,765.82-	Y	
	604-43200-42610	GAS & FUEL	367.54	10,000	4,906.95		
	604-43200-42660	POSTAGE	42.38	9,000	2,484.24		
	604-43200-42800	UTILITIES	12,792.10	215,000	31,076.99		
	604-43200-43300	NORTH PLANT IMPROVEMENTS	2,222.50	2,430,601	2,398,421.00		
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	886,950.42	23,130,800	12,157,919.80		
	604-43250-42200	PROFESSIONAL SERVICES	14,219.30	300,000	150,117.33		
	604-43250-42500	REPAIRS	250.00	20,000	15,161.67		
	604-43250-42600	SUPPLIES	1,013.66	50,000	636.38		
	604-43250-42610	GAS	26.89	6,000	3,728.50		
	604-43250-42800	UTILITIES	2,214.62	50,000	9,226.10		
	604-43250-43343	2ND, 4TH, & RAILROAD	31,046.40	278,782	83,380.70		
	604-43250-43348	HIGHWAY 37 UTILITIES	54,847.53	1,440,936	797,840.71		
	604-43250-43349	N HARMON/AIRPORT LIFT STAT	37,654.65	2,100,000	522,595.89		
	604-43250-43350	S HARMON/OHLMAN LIFT STATI	68,305.53	1,284,850	16,958.48		
	604-43250-43360	LAKE SHORE DEVELOPMENT	60.00	0	60.00-	Y	
	612-43220-42200	CONTRACT-MILLENNIUM	1,739.40	30,000	17,192.26		
	612-43220-42500	REPAIR & MAINTENANCE	515.00	10,000	2,778.71-	Y	
	612-43220-42600	SUPPLIES	183.50	18,000	12,292.91		
	612-43220-42800	UTILITIES	190.31	6,000	3,134.79		
	612-43230-42100	INSURANCE	146.95	36,000	354.16-	Y	
	612-43230-42500	REPAIRS	5,649.33	15,000	13,296.70-	Y	
	612-43230-42660	POSTAGE	42.38	8,000	2,412.32		
	612-43230-42700	TRAVEL, CONF. & DUES	137.93	500	112.07		
	612-43240-42500	REPAIR AND MAINTENANCE	5,095.15	32,000	7,763.11		
	612-43240-42600	SUPPLIES	102.37-	60,000	3,678.28-	Y	
	612-43240-42610	GAS & OIL	1,607.89	110,000	67,055.91		
	612-43240-42800	UTILITIES	970.14	13,000	2,585.83		
	612-43240-42910	TIRE GRINDING	22,259.20	25,000	2,740.80		
	613-45650-42320	ADVERTISING/PRINTING	4,092.00	0	22,139.76-	Y	
	613-45650-42400	RENTAL-SOUND/LIGHT	600.00	0	600.00-	Y	
	613-45650-42500	REPAIRS & MAINTENANCE	10,268.37	0	52,453.00-	Y	

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====	=====GROUP BUDGET=====
				ANNUAL BUDGET OVER	ANNUAL BUDGET OVER
				BUDGET AVAILABLE BUDG	BUDGET AVAILABLE BUDG
	613-45650-42502	CONTRACT SERVICES	4,200.00	0 9,316.79- Y	
	613-45650-42600	SUPPLIES & MATERIALS	4,231.11	0 46,409.83- Y	
	613-45650-42610	COST OF GOODS SOLD	20,535.32	0 151,647.14- Y	
	613-45650-42615	COGS-ALCOHOL	3,411.90	0 24,197.41- Y	
	613-45650-42620	GAS & FUEL	151.59	0 1,113.08- Y	
	613-45650-42660	SHIPPING/POSTAGE	9.36	0 1,316.85- Y	
	613-45650-42666	MINOR EQUIPMENT	999.97	0 2,805.19- Y	
	613-45650-42800	UTILITIES	9,091.87	0 66,730.02- Y	
	613-45650-42830	UTILITIES-WATER/SEWER	7,411.41	0 14,968.95- Y	
	613-45650-42900	TICKETING FEES	962.55	0 5,031.67- Y	
	613-45650-42902	LABOR/USHER	2,000.00	0 2,025.00- Y	
	613-45650-42905	ENTERTAINMENT	15,449.34	0 299,345.34- Y	
	613-45650-42907	PRE-STURGIS PARTY	500.00	0 23,345.90- Y	
	613-45650-42913	STREET EXPENSES	4,150.00	0 4,650.00- Y	
	613-45650-43460	SEATING REPLACEMENT	477,650.00	650,000 154,100.28	
	614-45250-42200	GOLF PRO CONTRACT	9,943.65	73,840 16,157.53- Y	
	614-45250-42500	REPAIR & MAINTENANCE	1,000.65	12,000 6,030.75	
	614-45250-42600	SUPPLIES & MATERIALS	43.66	25,000 418.40	
	614-45250-42610	GAS & FUEL	2,018.14	15,000 875.94	
	614-45250-42800	UTILITIES	2,646.40	20,180 2,103.27	
	614-45250-42830	UTILITIES-WATER/SEWER	1,059.06	3,218 1,362.12	
	614-49000-51100	TRANSFER OUT TO GENERAL FU	75,000.00	0 75,000.00- Y	
	619-45220-42300	ADVERTISING/PROMOTION	56.94	1,200 293.06	
	619-45220-42500	REPAIR & MAINTENANCE	180.59	8,000 2,764.52	
	619-45220-42600	SUPPLIES	29.97	2,500 274.77	
	621-369	REFUNDS & REIMB*NON-EXPENS	4,036.67	4,150 993.77-	
	621-44600-42200	PROFESSIONAL SERVICES	1,500.00	19,900 13,766.33	
	621-44600-42250	CONTRACT-QMC	3,700.89	54,000 17,493.03	
	621-44600-42500	REPAIRS & MAINTENANCE	90.00	1,500 690.93	
	621-44600-42600	SUPPLIES	220.07	30,400 13,603.30	
	621-44600-42610	GAS & OIL	826.64	13,775 7,397.82	
	621-44600-42640	UNIFORMS	73.49	3,600 564.20	
	621-44600-42800	UTILITIES	45.93	3,200 894.69	
**	2025-2026 YEAR TOTALS	**	2,650,082.30		

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	696.08
101-1210	MAYOR'S OFFICE	54.61
101-1220	CITY ADMINISTRATOR	45.00
101-1230	ADMINISTRATIVE BOARDS	45.00
101-1420	FINANCE	148.02
101-1440	HUMAN RESOURCES	2,779.00
101-1460	INSURANCE & BONDS	5,332.94
101-1920	MUNICIPAL BUILDINGS	4,873.93
101-1935	INFORMATION TECHNOLOGY	8,790.58
101-2110	POLICE DEPARTMENT	11,466.09
101-2130	TRAFFIC DEPARTMENT	10,934.94
101-2200	FIRE DEPARTMENT	28,135.31
101-3100	STREET DEPARTMENT	13,935.36
101-3110	PUBLIC WORKS ADMIN	8,595.35
101-3120	STREET & SIDEWALK CONST	273,713.18
101-3150	STORM DRAINAGE	64,609.64
101-3700	CEMETERY	9,103.16
101-4120	ANIMAL CONTROL	592.64
101-5500	LIBRARY	11,025.27
101-6500	ECONOMIC DEVELOPMENT	353.21

101 TOTAL	GENERAL	455,229.31
201-5110	RECREATION & AQUATICS	1,260.99
201-5140	RECREATION CENTER	17,762.38
201-5160	SPORTS COMPLEXES	34,683.97
201-5210	PARKS	90,881.55
201-5220	SUPERVISION	84.99

201 TOTAL	PARK FUND	144,673.88
209-6530	BUSINESS IMPROV #4	46,200.00

209 TOTAL	BUSINESS IMPROV DIST #4	46,200.00
211-6311	ENTERTAINMENT TAX	2,000.00

211 TOTAL	ENTERTAINMENT TAX	2,000.00

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
214-3500	E-911	435.35

214 TOTAL	E-911 EMERGENCY	435.35
218-5150	PALACE TRANSIT	7,885.44
218-5180	JVCC	978.41

218 TOTAL	COMMUNITY SERVICES	8,863.85
219-5140	NUTRITION	5,963.69

219 TOTAL	NUTRITION	5,963.69
230-3500	AIRPORT	1,480.62

230 TOTAL	AIRPORT	1,480.62
602-3330	WATER TREATMENT PLANT	8,033.29
602-3340	WATER DISTRIBUTION	155,631.50

602 TOTAL	WATER	163,664.79
604-3200	WASTE WATER TREATMENT	905,309.88
604-3250	WASTE WATER COLLECTION	209,638.58

604 TOTAL	SEWER	1,114,948.46
612-3220	RECYCLING PROGRAM	2,628.21
612-3230	WASTE COLLECTION	5,976.59
612-3240	LANDFILL	29,830.01

612 TOTAL	SANITATION	38,434.81
613-5650	CORN PALACE	565,714.79

613 TOTAL	CORN PALACE	565,714.79

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
614-5250	GOLF COURSE	16,711.56
614-9000	** INVALID DEPT **	75,000.00

614 TOTAL	GOLF COURSE	91,711.56
619-5220	CAMPGROUND	267.50

619 TOTAL	CAMPGROUND	267.50
621	NON-DEPARTMENTAL	4,036.67
621-4600	EMS	6,457.02

621 TOTAL	EMERGENCY MEDICAL SERVICE	10,493.69

** TOTAL **		2,650,082.30

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
E01 5311-FY18/19	GAMAINT Garage Maintenance	80.00
	GAUT Garage Utilities	221.09
	MAINT Maintenance/Repairs	431.01
	OFFUT Office Utilities	67.96
	SHAH Tablet/Radio Contract	531.49
	TIR Tires	361.50
	** PROJECT E01 TOTAL **	1,693.05
H01 SPORTS COMPLEX EQUIPMENT	42500 REPAIR/MAINTENANCE	2,848.80
	42600 SUPPLIES/MAINTENANCE	59.83
	42610 GAS-FUEL	319.87
	** PROJECT H01 TOTAL **	3,228.50
H04 BASEBALL	42500 REPAIR/MAINTENANCE	554.15
	** PROJECT H04 TOTAL **	554.15
H05 SOFTBALL	42500 REPAIR/MAINTENANCE	705.31
	42600 SUPPLIES/MATERIALS	1,290.69
	42800 UTILITIES	743.80

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
	43300 IMPROVEMENTS-OTHER	16,250.00
	** PROJECT H05 TOTAL **	18,989.80
H06 ARENA-NORTH RINK	42600 SUPPLIES-MATERIALS	185.82
	42800 UTILITIES	8,909.38
	** PROJECT H06 TOTAL **	9,095.20
H07 PEPSI COMPLEX	42500 REPAIR/MAINTENANCE	56.12
	42600 SUPPLIES/MATERIALS	1,149.35
	42800 UTILITIES	113.50
	** PROJECT H07 TOTAL **	1,318.97
H13 ARENA-SOUTH RINK	42800 UTILITIES	787.36
	** PROJECT H13 TOTAL **	787.36
H50 PARKS EQUIPMENT	42500 REPAIR/MAINTENANCE	7,061.79
	42600 SUPPLIES/MATERIALS	61.96
	42610 GAS/FUEL	3,644.68
	** PROJECT H50 TOTAL **	10,768.43
H51 PARK SHOP	42600 SUPPLIES/MATERIALS	257.40
	** PROJECT H51 TOTAL **	257.40
H52 FORESTRY	42604 TREES	100.00
	** PROJECT H52 TOTAL **	100.00
H55 DRY RUN CREEK PARK	42500 REPAIR/MAINTENANCE	2,665.69
	42800 UTILITIES	41.66
	** PROJECT H55 TOTAL **	2,707.35
H56 HITCHCOCK PARK	42500 REPAIR/MAINTENANCE	101.38
	** PROJECT H56 TOTAL **	101.38
H60 NORTHRIDGE PARK	42800 UTILITIES	24.08
	** PROJECT H60 TOTAL **	24.08
H65 AMPHITHEATER	42800 UTILITIES	52.44
	** PROJECT H65 TOTAL **	52.44
H66 CAMP ARROYA	42600 SUPPLIES/MATERIALS	23.98
	** PROJECT H66 TOTAL **	23.98

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
H67 DAY CAMP	42600	SUPPLIES/MATERIALS	240.00
		** PROJECT H67 TOTAL **	240.00
H74 PUBLIC BEACH	42600	SUPPLIES/MATERIALS	682.00
		** PROJECT H74 TOTAL **	682.00
H77 SPORTSMANS CLUB	42800	UTILITIES	131.78
		** PROJECT H77 TOTAL **	131.78
H79 LAKE PARK ACCESS AREAS	42600	SUPPLIES/MATERIALS	1,551.29
	42800	UTILITIES	12.37
		** PROJECT H79 TOTAL **	1,563.66
H82 DOWNTOWN BEAUTIFCATION	42600	SUPPLIES/MATERIALS	134.36
		** PROJECT H82 TOTAL **	134.36
H85 LAKE MITCHELL WATER	42600	SUPPLIES-MAINTENANCE	198.00
		** PROJECT H85 TOTAL **	198.00
H87 PATTON YOUNG	42600	SUPPLIES-MAINTENANCE	673.42
	42800	UTILITIES	88.60
		** PROJECT H87 TOTAL **	762.02
J02 INDOOR AQUATIC CTR	CHEMICAL	CHEMICALS	4,685.71
		** PROJECT J02 TOTAL **	4,685.71
J05 REC CTR CONCESSIONS	CONC SUP	CONCESSION SUPPLY	1,310.34
		** PROJECT J05 TOTAL **	1,310.34
J06 REC CTR-GENERAL BLDG	RM-BLDG	REPAIR/MAINT-BUILDING	41.76
	RM-PLUMB	REPAIR/MAINT-PLUMBING	688.93
	SM-BLDG	SUPPLIES/MATERIAL-BLDG	1,411.49
	SM-HVAC	SUPPLIES/MATERIAL-HVAC	95.88
	SM-JANIT	SUPPLIES/MATERIAL-JANITORIAL	136.80
	SM-OFFIC	SUPPLIES/MATERIAL-OFFICE	36.98
	SM-PLUMB	SUPPLIES/MATERIAL-PLUMBING	11.78
		** PROJECT J06 TOTAL **	2,423.62
J09 REC CTR UTILITIES	ELE/GAS	UTILITIES-ELECTRIC/GAS	6,361.61
	WATER	UTILITIES-WATER	2,596.10
		** PROJECT J09 TOTAL **	8,957.71

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
J10 REC CTR UNIFORMS	AARON	UNIFORMS-AARON	250.00
		** PROJECT J10 TOTAL **	250.00
J50 OUTDOOR AQUATIC CENTER	CONCESS	CONCESSIONS	164.15
	RM-BLDG	REPAIR/MAINT-GENERAL BLDG	194.40
	RM-EQUIP	REPAIR/MAINT-EQUIPMENT	158.32
	RM-PLUMB	REPAIR/MAINT-PLUMBING	144.45
	SM-LIFEG	SUPPLIES/MATERIAL-LIFEGRD SUPP	90.00
	WATER	UTILITIES-WATER	18.62
		** PROJECT J50 TOTAL **	769.94
J51 P&A YOUTH PROGRAMS	SM-OFFIC	SUPPLIES/MATERIAL-OFFICE	16.98
	SM-PROGR	SUPPLIES/MATERIAL-PROGRAMS	134.07
		** PROJECT J51 TOTAL **	151.05
J54 P&A UNIFORMS	ETHAN	UNIFORMS-ETHAN	250.00
		** PROJECT J54 TOTAL **	250.00
L05 104	42600	SUPPLIES MATERIALS	133.89
		** PROJECT L05 TOTAL **	133.89
L10 106	42600	SUPPLIES MATERIALS	247.19
		** PROJECT L10 TOTAL **	247.19
L1C 195	42500	REPAIR MAINTENANCE	4,761.43
	42600	SUPPLIES MATERIALS	20.44
		** PROJECT L1C TOTAL **	4,781.87
L21 121	42600	SUPPLIES MATERIALS	124.92
		** PROJECT L21 TOTAL **	124.92
L23 124	42600	SUPPLIES MATERIALS	44.63
		** PROJECT L23 TOTAL **	44.63
L25 127	42500	REPAIRS MAINTENANCE	1,847.49
	42600	SUPPLIES MATERIALS	29.98
		** PROJECT L25 TOTAL **	1,877.47
L39 140	42500	REPAIRS MAINTENANCE	429.95
		** PROJECT L39 TOTAL **	429.95

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
L3C 197	42500 REPAIR MAINTENANCE	88.43
	** PROJECT L3C TOTAL **	88.43
L4A 951	42500 REPAIR MAINTENANCE	1,326.94
	** PROJECT L4A TOTAL **	1,326.94
L52 157	42500 REPAIR MAINTENANCE	907.47
	** PROJECT L52 TOTAL **	907.47
L57 161	42500 REPAIR MAINTENANCE	472.99
	** PROJECT L57 TOTAL **	472.99
L58 162	42600 SUPPLIES MATERIALS	180.23
	** PROJECT L58 TOTAL **	180.23
L59 163	42500 REPAIR MAINTENANCE	34.50
	42600 SUPPLIES MATERIALS	162.74
	** PROJECT L59 TOTAL **	197.24
L5A 952	42600 SUPPLIES MATERIALS	24.21
	** PROJECT L5A TOTAL **	24.21
L5B 189	42600 SUPPLIES MATERIALS	157.74
	** PROJECT L5B TOTAL **	157.74
L60 164	42500 REPAIR MAINTENANCE	98.25
	42600 SUPPLIES MATERIALS	43.36
	** PROJECT L60 TOTAL **	141.61
L6D 508	42500 REPAIR MAINTENANCE	72.65
	** PROJECT L6D TOTAL **	72.65
L71 903	42600 SUPPLIES MATERIALS	180.23
	** PROJECT L71 TOTAL **	180.23
L75 907	42600 SUPPLIES MATERIALS	17.92
	** PROJECT L75 TOTAL **	17.92
L92 178	42500 REPAIR MAINTENANCE	240.00
	** PROJECT L92 TOTAL **	240.00

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
L99 176	42500	REPAIR MAINTENANCE	122.37
		** PROJECT L99 TOTAL **	122.37
L9B 194	42500	REPAIR MAINTENANCE	90.98
		** PROJECT L9B TOTAL **	90.98
LL9 2020 TYMCO 500X SWEEPER	42500	REPAIR & MAINTENANCE	813.19
	42600	SUPPLIES & MATERIALS	173.03
		** PROJECT LL9 TOTAL **	986.22
W08 PRESTURGIS	42907	PRE STURGIS PARTY	500.00
		** PROJECT W08 TOTAL **	500.00

1 ERROR

** END OF REPORT **

CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	October 6, 2025	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Set Date for Board of Adjustment Hearing 10-20-25		
Explanation/Background of Agenda Item Requested:	Mark Van Den Hoek has applied for a Variance Permit for accessory building combination of 3,470 square feet vs 2,000 square feet to build a new accessory building of 1,920 square feet. This is located at 3220 N Main St, legally described as the 400' E of Highway in Irregular Tract 4 in the NW ¼ of Section 10, T 103 N, R 60 W of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, South Dakota. The property is zoned R3 Medium Density Residential District.		



TO: THE MITCHELL PLANNING COMMISSION AND CITY COUNCIL OR BOARD OF ADJUSTMENT, THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

The undersigned applicant(s) and owner(s) is hereby making an application pursuant to the provisions of the City of Mitchell Zoning Code.

Sq. Ft.

The names and addresses of the current property owners within one hundred and forty feet (140') of the applicant's property (excluding streets and alleys) will be notified upon the filing of this application, plats being the exception.

Applicant(s) request that dates be set for public hearings before the Mitchell Planning Commission and City Council or City Board of Adjustment. Furthermore, the applicant(s) request the City of Mitchell to publish the appropriate notice(s) in accordance with the City of Mitchell's Ordinances.

Variance *\$150 application fee due with application.*

- Description of Variance:

Existing 1550 Square Feet of Garage/Storage-Requesting addl. 1920 Sq feet

- Description of Hardship:

- Additional storage needed for Recreational Vehicles and Lawn and Turf Equipment

This Application is for the following described real property:

Legal Description--: 400 FEET EAST OF HIGHWAY IN IRREG. TRACT 4 IN THE NW 1/4 10-103-60 PLATTED VARIOUS

Property Address--3220 North Main Street, Mitchell, SD 57301

Dated this 24th Day of September, 2025.....

APPLICANT

OWNER



CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	October 6, 2025	Requested By:	
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Retail Strategies Presentation		
Explanation/Background of Agenda Item Requested:	Mayor Hanson has invited Banks Perry from Retail Strategies to come to the City Council meeting and present informaiton on their services.		

CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	October 6, 2025	Requested By:	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on the Application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for October 18, 2025 for a wedding		
Explanation/Background of Agenda Item Requested:	All required documents have been submitted		

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Corn Palace Shrine Club
112 E 5th Ave
Mitchell, SD 57301

Owner's Telephone #: _____

B. Business Name and Address

The Masonic Hall
112 E 5th Ave
Mitchell, SD 57301

Business Telephone #: 605-996-4724

Place of business is located in a municipality? ☒ Yes ☐ No

County: _____

Do you own or lease this property? ☐ Own ☒ Lease

Are real property taxes paid to date? ☒ Yes ☐ No

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☒ Other Temp. Liquor License 10/18/25 Tierney wedding

Is this license in active use? ☒ Yes ☐ No

Do you or any officers, directors, partners, or stockholders
hold any other alcohol retail, manufacturing, or
wholesaler licenses?

☐ Yes ☒ No If Yes, please list on the back page.

D. Legal description of licensed premise:

Lot 5 & 6 Block 4 MH Rowley
1st Addition to the city of Mitchell
SD

Have you ever been convicted of a felony? ☐ Yes ☒ No

E. State Sales Tax Number _____

F. New license ☒ Transfer? (\$150) ☐ Re-issuance ☐

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 9/16/25 Print Name Brendan Manchester Signature [Signature]

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on _____, Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

Please complete the reverse side if applicable

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

Name of corporation/partnership/LP LLC Corn Palace Shrine Club
Address of office and principal place of business of corporation/partnership/LP/LLC 112 E 5th Ave, Mitchell, SD

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? ☒ Yes ☐ No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
<u>Brandon Manchester</u>	<u>Board Member</u>	<u>28 Charles St Mitchell, SD</u>	<u>Firefighter/Paramedic</u>
<u>Matt Buzenau</u>	<u>Treasurer</u>	<u>40692 Sunrise Dr, Mitchell SD</u>	<u>CPA</u>
<u>James D Taylor</u>	<u>Secretary</u>	<u>723 W 4th Ave, Mitchell SD</u>	<u>Attorney</u>
<u>Jeremy McVary</u>	<u>Building Supervisor</u>	<u>1029 E 2nd Ave, Mitchell, SD</u>	<u>Farmer</u>

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

James D Taylor PC Law Office, 520 N Lawler Suite 100,
PO Box 6 Mitchell, SD 57301

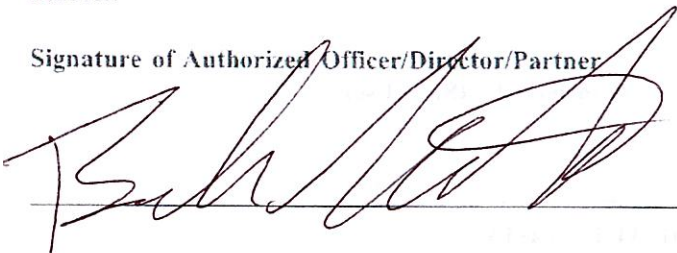
With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date



9/16/25

CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	October 6, 2025	Requested By:	Stephanie Ellwein
Desired Action of City Council:	Action to Approve Agreement A2025-57: A Bargaining Agreement between the City of Mitchell & IAFF 4166 for 2026-2028.		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Agreement #A2025-57, A Bargaining Agreement between the City of Mitchell and IAFF Local 4166 for 2026-2028		
Explanation/Background of Agenda Item Requested:	The attached agreement is the result of tentative agreements reached in negotiations between IAFF and the City of Mitchell. All changes were discussed throughout the course of negotiations with the City Council. The proposed agreement is a 3-year agreement with wages included in the agreement. In 2026, wages will be increased by 3% which is a cost impact of \$94,662. In 2027 and in 2028, wages will be increased by CPI (with a minimum of 2% and a maximum of 4%). The contract also agrees to add a shift lieutenant position if a second station becomes operational, increases field training officer pay to \$2.50/hour (a cost of \$1,000 if using 2024 hours), and requires comp time to be paid down each year (limiting future liabilities). The contract adds in language that was agreed to in a memorandum of understanding during the last contract period, improves the grievance procedures for IAFF employees, and eliminates a past practice of carrying forward paid holiday leave. The cost impacts of this agreement are included in the proposed 2026 budget. Staff recommends approval of agreement A2025-57.		

**IAFF
MITCHELL FIRE FIGHTERS ASSOCIATION
LOCAL 4166**

**2026 -2028 Bargaining Agreement Between
The City of Mitchell
And
Local 4166**



Effective January 01, 2026 through December 31, 2028

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PREAMBLE

This agreement is entered into by and between the City of Mitchell, South Dakota, hereinafter referred to as the City, and Local #4166, International Association of Fire Fighters, hereinafter referred to as the Union.

This agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 1: RECOGNITION

Section 1. The City recognizes the Union as the exclusive bargaining agent for the positions of Battalion Chief, Fire Marshal, Fire Fighter/EMT, Fire Fighter/Paramedic, all part-time employees and any newly created non-management uniform positions if they are eligible for membership in the unit. All references to employees hereinafter contained are to those employees covered by this agreement.

Section 2. Exhibit H shows the contract applicability for the PT EMS only and the PT Driver Position.

ARTICLE 2: MANAGEMENT'S RIGHTS

Section 1. Except to the extent expressly modified by a specific provision of this agreement, the City of Mitchell reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Mitchell Fire Division of the City of Mitchell, South Dakota, as such rights existed prior to the execution of this agreement with the Union including, but not limited to:

- A. The right to operate and manage all manpower, facilities and equipment including to meet minimum staffing requirements;
- B. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies that are not in direct conflict with any provision of the agreement;
- C. The right to formulate, implement, modify, or discontinue standard operating procedures for the governing of the operation of the division. Standard operating procedures will be distributed to the union and shall be posted by the City on station bulletin boards and/or published in the form of a manual;
- D. To determine work assignments or eliminate work schedules, locations or functions in accordance with municipal and divisional needs and to contract or subcontract all or any of the functions of the Fire Division that does not take work away from the bargaining unit;
- E. To transfer, promote or demote employees, or to lay-off, terminate or otherwise relieve employees from duty for just cause;
- F. To recruit, select and determine the number and types of employees required;

- G. To establish recognized fire service in-service training programs and requirements for upgrading employees;
- H. To establish fire functions and programs, including the setting and amending of budgets;
- I. To determine the utilization of technology and manpower and to modify organizational structures. To select, direct and determine the number of personnel engaged in total functions or any particular part thereof;
- J. To perform any inherent managerial functions not specifically limited by this agreement and to take such other measures as the City or Mitchell Fire Division administration may deem necessary for the orderly and efficient operation of the Mitchell Fire Division so long as it does not conflict with this agreement.

Section 2. To the extent that the above rights are specifically limited, in whole or in part, by the provisions of this agreement, alleged violations are subject to the grievance procedure in accordance with Article 19, except regarding those issues identified in this agreement as being subject to the City Council appeal process only.

ARTICLE 3: PREVAILING RIGHTS

Section 1. The City agrees that except in an emergency, any employee practices allowed during working hours as of the effective date of this agreement will not be changed by rule or ordinance unless the change is first submitted to the Committee for Union Management Cooperation for consideration. After such consideration, the City may implement the proposed change. The change may be the subject of a grievance proceeding under the terms of this agreement, except in those matters identified in this agreement as being subject to the City Council appeal process. Emergency changes will be submitted to the Committee for Union Management Cooperation after implementation.

Section 2. The employer and the union agree that no changes shall be made to the terms and conditions of employment as set forth in this agreement for the term of this agreement except by mutual agreement of the parties in writing. Any disagreement between the parties in this area shall be subject to the grievance procedure, except in those matters identified in this agreement as being subject to the City Council appeal process.

Section 3. The employer agrees not to enter into any agreements, including those provided by law, with the unit employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement.

ARTICLE 4: DISCRIMINATION

Section 1. The City and the Union agree not to discriminate against any employee covered by this agreement for any reason where discrimination is prohibited by federal or state law nor because of the employee's membership or non-membership in the Union. Other than union membership, any dispute concerning the interpretation and/or application of this section shall be processed through the City Council appeal process where applicable or the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE 5: PAYROLL DEDUCTION OF UNION DUES

Section 1. The City shall deduct regular biweekly Union dues from the pay of each full-time employee covered by this agreement provided that at the time of such deduction there is in the possession of the payroll clerk of the City a current un-revoked written assignment, executed by the employee, in the form and according to the terms of the authorization form shown as Exhibit A and made a part hereof. Such authorization may be revoked by the employee and at any time by giving written notice thereof to the payroll clerk of the City.

Section 2. Previously signed and un-revoked written authorizations shall continue to be in effect for any employee reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days; previous authorizations of other employees rehired or reinstated shall not be considered in effect.

Section 3. Such authorized deductions shall be made from every payroll period of each calendar month and will, within ten (10) days, be remitted to the duly elected Treasurer of the Union. The Union shall advise the payroll clerk for the City in writing the name of such official of the Union.

Section 4. The City of Mitchell Finance Office will require any authorization or revocation to deduct Union dues ten (10) days prior to the beginning of the month in which the request shall take effect in order to process such request. If such authorization or revocation for Union dues is received later than ten (10) days prior to the beginning of the month, it will be processed the following month.

Section 5. At the time of execution of this agreement, the Union shall advise the payroll clerk of the City, in writing, the exact amount of regular biweekly Union dues in the exact dollar amount or dues formula amount for each Union member. If, subsequently the Union requests the City to deduct additional biweekly Union dues, such request shall be effective only upon written assurance by the Union to the payroll clerk of the City that additional amounts are regular biweekly Union dues duly approved in accordance with the Union's constitution and by-laws. Such form shall be in accordance with the form as shown herewith in Exhibit A and such form shall be treated for all purpose in like manner as the initial authorization form.

Section 6. The City shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and, if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period in which Union dues are normally deducted after written notification to the payroll clerk of the City of the error or omission. If the City makes an overpayment to the Union, the City will deduct that amount from the next remittance to the Union. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this article.

ARTICLE 6: HOURS OF WORK

Section 1. The City agrees to maintain a 27-day, 204-hour work schedule for employees assigned to a shift schedule only for the term of this agreement or until modifications are required by applicable state or federal wage and hour statutes. If it becomes necessary for the City to modify the 27-day 204-hour scheduling approach for any reason prior to the expiration of this agreement, the City or the Union may reopen the contract for the purpose of re-negotiating the work schedule and only those portions of this agreement directly impacted by the modification of the work schedule. The City agrees that all work schedules will conform to the regulations and requirements regarding hours of work, wages, overtime, and other provisions of the Federal Fair Labor Standards Act (FLSA) and all other Federal or State statutes that may be applicable.

Section 2.

- A. All employees assigned to fire suppression or (EMS) Emergency Medical Service shift schedules shall be placed on a fixed work cycle. The beginning and ending time of the fixed work cycle shall be established as a result of the change in scheduled work time versus scheduled time off.
- B. Time off schedules for employees assigned to a 27-day shift cycle, having regular starting and quitting times, may be permanently or temporarily changed by the City in order to meet the varying conditions and needs of the Division.
- C. The Division will publish time off schedules for all fire suppression personnel.
- D. When an employee is required to fill-in for another employee with a scheduled shift off, the fill-in employee shall be listed on the same list as the employee with the scheduled shift off.
- E. Any requested changes on the scheduled shift off list shall be approved by the Station Officer or their designee in charge of the shift and employees directly involved.
- F. The City agrees to maintain a work schedule based on an average 53-hourwork week for fire suppression and EMS shift personnel.

Section 3: **Fire Marshal.** The Fire Marshal will be considered as a “regular, full-time employee” of the City of Mitchell. As such, his schedule will typically be on the basis of Monday-Friday from 8:00 a.m. to 5:00 p.m. Vacation, holidays, sick leave, funeral leave benefits will accrue and be paid out on the same terms as any other regular full-time employee who is not scheduled to shift work.

Section 4. In the event an employee attends a pre-approved school, seminars, or other training while off duty, the City agrees to compensate the employee for the time in accordance with the regulations and requirements regarding wages, overtime, and other provisions of the Federal Fair Labor Standards Act (FLSA) and all other Federal and State statutes that may be applicable. Time spent traveling to and from training can count towards the hours awarded by the supervisor for the “school day request shift”.

Section 5. All part-time employees shall be required to work a minimum of O ninety-six (96) hours per calendar year. The required ninety-six (96) hours must include one 12-hour shift per quarter of the calendar year. The remaining 84 hours can be met by required training, call-in hours, or working shifts at any time throughout the calendar year. EMS only transfer employees can count documented hours worked at other agencies toward the minimum hour requirement.

Section 6. Nothing in this article or anywhere else in this agreement shall be construed as a guarantee of a specific number of hours or work per week for any employee covered by this agreement.

ARTICLE 7: MANPOWER

The City agrees to provide staffing sufficient to maintain the operations of the Mitchell Fire Division at an effective level. The authority having jurisdiction through its Fire Division shall work toward implementation/compliance with the NFPA 1710 Standard. There shall be a joint committee composed of management representatives and labor representatives. IAFF LOCAL 4166, Union representatives shall be selected by the Union. Mitchell Fire Division representatives shall be appointed by the Chief of Fire/EMS.

The purpose of the committee will be to evaluate the Fire Division's compliance with the minimum criteria addressed in NFPA 1710 regarding the effectiveness, efficiency and safety of fire suppression operations, emergency medical service, and special operations delivery in protecting the public and fire division employees. Where applicable, the joint committee evaluation will also include a review of relevant local/state/provincial policies, regulations and statutes that address fire suppression operations, emergency medical service and special operations delivery.

Upon completion of the evaluation, the joint committee will recommend a written plan and schedule for compliance with the operational criteria identified within NFPA 1710. Division evaluation and development of a written plan and an implementation schedule will be completed within a time period determined by the Committee for Union Management Cooperation.

ARTICLE 8: WAGES

Section 1. The pay grade for Mitchell Fire Department employees is listed in Appendix E:

Section 2. Pay grades shown in Appendix E include a 3% increase from the 2025 pay grades, and shall be effective as of the first day of January 2026, except as otherwise specified in this agreement

The wage rates for 2027 will be increased by the July 2026 Midwest CPI-U, with a minimum increase of 2% and a maximum increase of 4%. If the July 2026 Midwest CPI-U is below 2%, the wage rates will be increased by 2%. If the July 2026 Midwest CPI-U is above 4%, the wages will be increased by 4%.

The wage rates for 2028 will be increased by the July 2027 Midwest CPI-U with a minimum increase of 2% and a maximum increase of 4%. If the July 2027 Midwest CPI-U is below 2%, the wage rates will be increased by 2%. If the July 2027 CPI-U is above 4%, the wage rates will be increased by 4%.

Section 3. In no event shall an adjustment in step placement be made during the life of this contract except for just cause.

Section 4. The effective date of a step advancement will be computed from the employee's anniversary date.

Section 5. All full-time employees covered by this agreement will be eligible to advance from step to step after completing 12 months in a given step with satisfactory performance. All part-time employees covered by this agreement will be eligible to advance from step to step after completing 36 months in a given step with satisfactory performance. Part time employees covered by Article 6, Section 5 must also meet the stated hour requirements each year, prior to advancing in the steps.

Section 6. The employee's step anniversary date, for purposes of step advancement eligibility, is the day and month established when an employee is placed into a new pay grade as the result of hire, promotion, reduction in rank, or transfer to another classification with a different pay grade. An employee's step anniversary date may be adjusted if the employee's service is interrupted by unpaid leave of thirty (30) or more calendar days in a year, if an employee's step advancement is delayed without retroactivity on the basis of performance, or if the date is adjusted as the result of the terms of this agreement.

Section 7. All advancements into a new step shall be recorded on an Employee Status Change Form and a service rating shall accompany this form. The Chief of Fire/EMS must approve all step advancements.

Section 8. Any pay increases awarded following a position promotion will follow the standard City policy on promotional pay increases.

ARTICLE 9: OVERTIME

Section 1. Full time Employees covered by this agreement shall be paid at the rate of one and one-half (1 1/2) times their regular base hourly rate of pay any time an employee who is not already on or scheduled to be on duty (excluding time trades). He/she shall receive a minimum of one hour of pay at the overtime rate for the first hour worked; and then in 15-minute increments for actual hours worked thereafter, except as otherwise specified in this agreement. If an employee stays after the regular shift, they will be paid overtime for actual hours worked in 15-minute increments after the shift ends. All hours worked in this capacity shall be paid as overtime hours. However, an employee called in for extra duty while on a scheduled vacation shift, shall not receive overtime pay for those hours worked, but shall be paid at a regular rate and the equivalent number of hours will be reduced from the employee's vacation request.

If any employee wishes to use vacation for work-related classes on a scheduled shift day, the actual hours of class time will be subtracted from the hours of vacation requested. Employees will not be allowed to utilize vacation for the entire shift in order to receive overtime pay.

Section 2.

Availability outside of shift for critical staffing

Except in cases of illness or other causes satisfactory to the City

- a. No employee should refuse to work on regular days off;
- b. No employee shall have the right to leave their duties until being relieved or released by the immediate supervisor;
- c. No employee shall refuse to come to work earlier than the regular start time.

Overtime Roster

A non-emergency overtime roster will be maintained within the department. Overtime shall be distributed as equally as practical among the employees. The City retains the right to require an employee to work overtime after making a reasonable effort to obtain a qualified volunteer. Overtime shall be required of all employees in an emergency situation.

Section 3. Compensatory Time. Compensatory time, in lieu of overtime pay, may be requested by either the employee or supervisor and is subject to approval by Chief of Fire/EMS. Employees assigned to a 53-hour fire suppression schedule shall be allowed to accumulate compensatory time off, up to a maximum balance of eighty hours (80). Compensatory time off can be used in hourly increments, with the minimum increment of 1 hour. Compensatory time will be accumulated at the rate of one and one-half times the number of hours actually worked. Compensatory time balances will be reduced to twenty-four (24) hours on December 1st of each year. Any Compensatory time above twenty-four (24) hours as of December 1st will be paid out to the employee before December 31st. Upon termination of employment, the employee will be paid for any unused comp time.

Additional compensatory time may be accumulated under special situations or circumstances upon the approval of the Fire Chief or his/her designee.

Section 4. The provisions of this article shall not be construed to prevent the City from retaining necessary employees, as determined by the City, in those positions requiring specialized training or skills.

Section 5. Under no circumstances will a duplication or pyramiding of overtime hours be permitted in the determination of hours actually worked for purposes of computing overtime pay.

Section 6. Wildland Deployment Pay – Personnel that are on duty for the City while fighting wildfires, will be allowed to use vacation time only during their non-working hours at the wildfire. Vacation will not be used for hours actually worked at the wildfire while the Firefighter would have been working for the City. REF MEMO dated 4-5-13

ARTICLE 10: ACTING PAY

Section 1. Any Mitchell Fire Division employee, holding the rank of Fire Fighter who is appointed as the shift lieutenant to act as an Officer in Charge, shall receive a \$1.50/hour increase in his or her basic hourly rate, provided the employee first actually carries out the duties of the higher rank for 4 or more consecutive hours or more of each appointment. The employee shall receive this hourly differential retroactive for each hour worked in the acting capacity.

Section 2. To be eligible for acting pay the employee must actually work for the entire acting period and may not be absent through the use of time trades, paid time off benefits, or any other type of leave during the acting period.

Section 3. Except as specifically provided in this article, employees of the Mitchell Fire Division may be temporarily required to accept the responsibilities and carry out the duties of a position or rank above which he normally holds in the course of his normal duties without additional compensation.

ARTICLE 11: METHOD OF PROMOTION

Section 1. Criteria for promotion within the bargaining unit shall be as follows with respect to length of service qualifications:

Battalion Chief	Five (5) years of full-time service in the Mitchell Fire Division. Satisfactory performance evaluation
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Fire Marshal	Five (5) years of full-time experience in fire service and attendance at such Fire Academy classes as required by the Fire Chief. Satisfactory performance evaluation
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If no applicants meet the above standards, management reserves the right to hire the most qualified candidate of the applications received.

Section 2. A permanent vacancy is created when the City decides to increase the work force and fill a new position(s) or when there is a termination, promotion, demotion, or discharge and the City decides to replace the previous incumbent. The City retains sole discretion in determining whether vacancies exist.

Section 3. Promotion examinations shall be conducted as deemed necessary by management to meet the needs of the Division.

Section 4. A promoted employee will not be eligible for a step advancement until the completion of the regular waiting period as outlined in Article 8, WAGES. The employee's step anniversary date for purposes of step advancement eligibility shall be established in accordance with Article 8, WAGES.

Section 5. The Committee for Union-Management Cooperation shall determine and agree upon a testing process and any additional qualifications prior to implementation.

ARTICLE 12: SENIORITY

Section 1. Seniority shall be defined as follows:

- A. For purposes of this article, seniority of service shall be defined as the total length of continuous service with the employer since the employee's last date of hire into the department less any adjustments due to layoff, approved leaves of absence without pay, or any other breaks in service. If more than one person is hired on the same day, then that person occupying the highest position on the entrance examination list shall receive seniority preference. Where a tie exists in test score, seniority preference shall be based on alphabetical order of the person's last name.
- B. For purposes of determining length of vacation, all continuous service within the City in any department shall be considered.
- C. For purposes of determining vacation scheduling and holiday requests, all continuous service in the Mitchell Fire Division shall be considered.

Section 2. Seniority may be terminated for only the following reasons:

- A. The employee quits.
- B. The employee is discharged and or a reviewing court does not reverse the discharge.
- C. The employee is laid off for a period of more than one (1) year.
- D. The employee retires.
- E. The employee fails to report to work within fourteen (14) calendar days after the City sends notification of recall by certified mail to the laid-off employee's last known address. To protect his seniority, it is the laid-off employee's responsibility to keep the Human Resources Department informed of the laid-off employee's current address and telephone number.
- F. Absence from work due to off-the-job injury or sickness for 12 months following expiration of all paid time-off benefits.

Section 3. The city will maintain a seniority list of all full-time firefighters. The City will furnish the Union with a copy of the seniority list and post a copy on the bulletin board on or about the 15th day of January and the 15th day of July of each year that this contract is in existence. Such list will show names of employees, and

their date of hire by the City. Employees must bring alleged errors on the seniority list to the attention of the Human Resources Department in writing sixty (60) calendar days of the list being issued, or such errors are waived by the employee affected and the list will stand as posted.

Section 4. Supervisors who are promoted out of the bargaining unit and remain in the Mitchell Fire Division shall continue to earn bargaining unit seniority and may exercise that seniority in the event a return to the bargaining unit is required.

ARTICLE 13: LAYOFF AND RECALL

Section 1. Whenever it becomes necessary in the Mitchell Fire Division for lack of work or funds or on grounds of economy or any other proper and legal or justifiable cause to reduce the work force in any rank category, the Chief of Fire/EMS shall designate the rank category from which the layoff shall take place. All full-time employees will be offered the opportunity to retain part-time employment. Employees serving in the affected rank category will be laid off in the inverse order of their appointment. The last one to be appointed will be the first one to be laid off.

Section 2. The City shall give at least thirty (30) days' notice to the Union of its intention to make force adjustments resulting in layoff.

Section 3. An employee who is notified by the City that the employee is to be laid off shall have seven (7) days to exercise the following options in the order listed:

1. Claim the job of the employee having the least seniority of all employees in the claimant's rank.
2. Claim the job of the employee having the least seniority of all the employees in the rank(s) the claimant previously held.

An employee may not claim a job unless the City determines he is able to perform satisfactorily and he meets the minimum qualifications for the position or is able to prove the ability to do so within thirty (30) calendar days after claiming the position.

Section 4. An employee whose job is claimed will be laid off unless the employee is eligible and able to avoid such layoff by exercise of the options listed in Section 3. The employee on entrance probation shall be laid off in inverse order of hiring.

Section 5. An employee who exercises an option under Section 3 and claims a position having a lower maximum biweekly rate of pay shall be decreased to the salary step closest to his present biweekly rate.

Section 6. The employee who is actually laid off shall be placed on a reinstatement eligibility list for two years. If there is a recall, employees shall be recalled to their former rank in the inverse order of their layoff, provided they are presently qualified to perform the work to which they are recalled without further training.

Section 7. If the employee is recalled to a rank lower than the one he held at time of layoff, he shall have the right to return to the rank he held prior to being laid off in the event it subsequently becomes available.

The City shall not hire new employees in the bargaining unit as long as there are employees on the reinstatement list who are presently qualified to perform the work in the rank and are willing to be recalled to the said rank.

Section 8. The laid off employee shall accept and be available for re-employment within fourteen (14) calendar days after receiving the notice of recall. The notice of recall shall be sent to the laid-off employee's last known address by certified mail. To protect his seniority, it is the laid-off employee's responsibility to keep the Human Resources Department informed of the employee's current address and telephone number.

Section 9. Reinstatement of benefits for laid off employees re-employed through recall shall be as follows:

- A. Any employee laid off and later re-employed by the City must apply for health/life/dental coverage as a new employee unless re-employed within 18 months of layoff provided the employee retains and pays for said coverage during those 18 months.
- B. Pension benefits may be reinstated in accordance with SDCL Chapter 12 of the South Dakota Retirement System, Mitchell.
- C. Laid off employees who are re-employed by the City within one (1) year since their layoff will have their sick leave accrual reinstated and the employee will earn sick leave at the present accrual rate. Employees not recalled within one (1) year shall be paid for any accrued sick leave based on Article 25, Sick Leave Payout.
- D. When an employee is laid off from City service, the employee will be paid in full for vacation hours earned to date. If an employee is reemployed with the City before the one (1) year has elapsed since layoff, that employee will begin to accrue vacation leave at the same rate as when the employee was laid off.
- E. All seniority rights will be retained but not accumulated during layoff and reinstated upon re-employment within one year from the date of layoff.

Employees called back to work at their former rank shall be eligible for the rate of pay then in effect for the position that they are called back to fill.

ARTICLE 14: LEAVES OF ABSENCE

Section 1. Absence from duty without leave or failure to report after leave has expired or has been disapproved; revoked, or canceled shall be grounds for suspension, reduction, or discharge.

Section 2. Military leaves of absence shall be taken in accordance with Article 22, MILITARY SERVICE LEAVE.

Section 3. Should a probationary employee be absent from the job for an approved leave without pay, the probationary period will be extended to enable the employee to complete a full probationary period.

Section 4. **Family Medical Leave.** The City will provide FMLA in accordance with Federal law and City Policy.

ARTICLE 15: JURY DUTY

Section 1. An employee called upon for jury duty must submit notification of the jury assignment date to the Division head or designee.

Any employee who is called upon for jury duty shall not suffer any loss of pay; provided, however, that upon the termination of jury duty, the employee shall as soon as practicable following the actual date of the termination of jury duty submit to the payroll clerk, a report of the money received as a juror. That amount received as a juror will be deducted from the employee's next paycheck. An employee who is compensated for jury duty on a day that is other than a regular scheduled work day shall retain such compensation for that day without paycheck deduction.

Annual vacation and sick leave benefits shall accrue at the normal rate for employees during jury duty.

ARTICLE 16: TIME TRADES

Section 1. Fire suppression employees shall have the right to trade shifts with the approval of the Captain or Chief of Fire/EMS subject to the restrictions set forth in this article, and when the change does not interfere with the normal operation of the Mitchell Fire Division.

Shift exchange or time trade between employees of unequal rank will be allowed only by special permission of the Captain or Chief of Fire/ EMS.

Section 2. The City shall incur no additional wage responsibility or additional accrued benefits liability because of a shift exchange.

Section 3. The hours worked shall be excluded by the City in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Where one employee substitutes for another, each employee will be credited as if he had worked his normal work schedule for that shift.

Section 4. The practice of an employee who relieves another employee on a previous shift prior to his scheduled starting time shall not be considered as time trade.

Section 5. Time trades shall be documented on a Time Trade Authorization Form substantially the same as shown in Exhibit B, and approved by the Battalion Chief or Chief of Fire/EMS prior to the commencement of the shift exchange or time trade. Documentation shall be governed by Mitchell Fire Division.

Section 6. Employees who have already agreed to work a certain period of time for another employee as a time trade will not be permitted to trade time with another employee to work the same period on the same scheduled day. The Battalion Chief or Fire Chief may specifically authorize exceptions to this restriction should the on-duty employee be required to leave work to attend to a verifiable personal emergency.

Section 7. Deviations from the provisions listed in this article shall be allowed only by special permission of the Fire Chief or his designee.

Section 8. Time trades shall not be permitted or used to extend an employee's date of separation from the City.

Section 9. In the event the employee working a time trade becomes sick before the workday starts, the employee originally scheduled to work shall be responsible for arranging a replacement to work his part of the time trade.

ARTICLE 17: UNION BUSINESS

Section 1. The City agrees to grant the necessary time off, without discrimination and without pay, to three (3) Union officers and a reasonable number of official delegates designated by the Union to attend a labor convention and to any one person the necessary time off, without discrimination and without pay, to serve up to two (2) years in any official Union capacity. It shall be the union member's responsibility to ensure their shift is covered by a qualified replacement employee. Five (5) days' notice of absences will be given by the Union to the City, but absences for labor conventions shall require fifteen (15) days' notice.

Section 2. Members of the Union Negotiating Team will be allowed to attend contract negotiation sessions with the City, or routine union committee meetings in their assigned duty stations which do not disrupt normal departmental operations, during regularly scheduled duty hours for a maximum of six (6) hours per week. Such time spent in negotiation sessions or in routine union committee meetings during duty hours shall be used in computing weekly overtime. The employee will be subject to call by the Chief Officer in Charge.

Section 3. The Union shall designate one steward for each fire station and one alternate steward to replace any regular steward unable to perform their duties. A current list of stewards and alternates shall be furnished to the Chief of Fire/EMS and to the Chief Officers.

Section 4. The steward so designated shall investigate and present grievances to the Chief of Fire/EMS or his designated representative of the shift or division affected in accordance with the provisions of this agreement.

Section 5. Each steward shall be permitted a period of time not to exceed 52 hours per year to investigate, present, and process grievances during working hours without loss of time or pay. Such time spent investigating and processing grievances during duty hours shall not be used in computing overtime.

Section 6. Union business, including but not limited to union meetings, and committee meetings will be allowed during duty hours as long as they do not interfere with department training or other department business.

ARTICLE 18: GENERAL RULES AND REGULATIONS

Section 1. The general rules and regulations of the department are hereby adopted by this reference, attached hereto and marked Exhibit C, and by this reference made a part of this contract the same as though set out in full.

Section 2. Except in an emergency that precludes prior discussion, changes in the general rules and regulations will first be submitted to the Committee for Union-Management Cooperation for consideration. After such consideration, the City may implement the proposed change. Emergency changes in the general rules and regulations will be submitted to the Committee for Union-Management Cooperation after implementation. The change may be the subject of a grievance proceeding under the terms of this agreement, except in those matters identified in this agreement as being subject to the City Council appeal process.

Section 3. Disputes over new or changed general rules and regulations shall be subject to the grievance procedure, except in those matters identified in this agreement as being subject to the City Council appeal process.

Section 4. Changes in the general rules and regulations will be distributed to the union and such rules and regulations shall be posted by the City on station bulletin boards and/or published in the form of a manual.

ARTICLE 19: GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute involving the interpretation or application of an express provision of this agreement raised by an employee or by a group of employees with respect to a single common issue.

Section 2.

Step 1. Within the twenty (20) day time limit specified in Section 3 of this article, the employee or his designated representative may submit a grievance, and any such grievance shall be submitted in writing using a grievance form as shown in Exhibit D to the Chief of Fire/EMS and/or his designated representative. The grievance form shall be signed by the aggrieved employee and/or his/her union representative if designated. An incomplete grievance form shall be returned to the aggrieved employee and/or his designated representative for completion and the time limits will be extended up to fifteen (15) calendar days or until the form is returned in its completed format, whichever is the lesser. The written grievance shall contain a complete statement of the facts, the provision(s) of the agreement which the City is alleged to have violated, the date of the alleged violation, and the relief requested. The aggrieved employee shall have the right to process his grievance individually, by the union, and/or by an attorney. The Chief of Fire/EMS and/or his designated representative shall give the employee a written answer within fifteen (15) calendar days after the completed grievance is presented. In addition to the information included in Step 1 of this procedure, the written grievance shall contain an explanation of why the Chief of Fire/EMS's answer at Step 1 was rejected. The Fire Chief or his designee shall discuss the grievance within fifteen (15) calendar days with the employee and the Union representative if designated at a time mutually agreeable to the parties.

Step 2. If the matter is not resolved at Step One, within seven (7) calendar days, a conference shall be arranged between the aggrieved employee, the steward and / or business representative, and the Director of Human Resources.

Step 3. If the aggrieved employee is not satisfied and the grievance is still unresolved, the employee may appeal under the provisions of SDCL 3-18.

Section 3. No grievance shall be entertained or processed unless it is submitted at Step 1 within twenty (20) calendar days after the discovery of the event giving rise to the grievance or within twenty (20) calendar days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not presented within the time limits set forth above, it shall be considered 'waived.' If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits applicable in any step of the process, the aggrieved employee and/or the Union may elect to treat the relief requested in the grievance as denied at that particular step.

Section 4. It is agreed that all time limitations in this article may be extended by mutual Agreement of all parties involved. Extensions must be granted in writing.

Section 5. No written incident report or records of disciplinary action shall be entered into an employee's official personnel file unless the City first advises the employee of its intent to enter such writings in the file and affords him an opportunity to read and obtain copies of any material in the employee's official personnel file.

When reasonably required, in the judgment of the union to process grievances, the City will make available to the union for review at a place and time designated by the City an employee's official personnel file; however, no steward or union official shall be permitted to review or obtain copies of materials in an individual employee's official personnel file without the express and specific written consent of the employee.

Section 6. Any reprimand that may become a part of an employee's official personnel file or may result in suspension or discharge shall be given, in writing, to the employee affected by the Chief of Fire/EMS and/or his designated representative and shall be done at an appointed time with such employee having the right to have a union steward and/or other union representative present.

ARTICLE 20: VACATIONS

Section 1. Accumulation—Full-Time Employees.

- A. Any regular full-time employee of the Mitchell Fire Division shall be granted vacation with pay provided such leave shall be based on the employee's employment anniversary date and shall accrue on a bi-weekly basis.
- B. Vacation leave accrual shall begin with the employee's first day of regular employment, but may not be used until the employee has completed the field training program.
- C. Employees of the Mitchell Fire Division who are assigned to a 24-hour shift schedule shall receive a full or prorated vacation benefit with full pay based on the following schedule, and each new level in the schedule shall become effective in the bi-weekly pay period in which the employee's employment anniversary date occurs, and available for use at that time:

Years of Service	Pay Period	Annual	Maximum Accrual
Less than 5	4.62 hours	5 days	120.12 hours
5 but less than 13 . . .	6.47 hours	7 days	168.22 hours
13 and over.....	9.24 hours	10 days	240.24 hours

- D. Employees assigned to a forty-hour schedule shall receive a full or prorated vacation benefit with full pay based on the following schedule, and each new level in the schedule shall become effective in the month in which the employee's employment anniversary date occurs, and available for use on the first day of the following month:

Years of Service	Pay Period	Annual	Maximum Accrual
Less than 5	3.08 hours	10 days	80.08 hours
6 through 12	4.62 hours	15 days	120.12 hours
13 years and over	6.16 hours	20 days	160.16 hours

- E. Employees hired prior to 1/1/2026 will be allowed to accrue over the maximum accrual in 2026 and in 2027 in order for previous holiday hours to be used before 12/31/2027. Starting on 1/1/2028 all employees will lose any hours over the listed maximum accrual.
- F. Leave notification, with the exception of Sick Leave, will be provided to the Officer in Charge of the shift that leave is being requested for. Notification will be provided no less than twelve (12) hours prior to the start of the requested shift. Scheduled vacation and holiday leave shall be taken in twenty-four (24) hour increments. Requests for leave on the day requested may be approved by the Officer in Charge for emergency situations. Any denial of requested leave may be appealed by the employee to the Fire Chief.
- G. Vacation leave for employees assigned to a 40-hour schedule shall be taken in increments of not less than one hour.
- H. Negative Accrual. Employees will be allowed to go up to -40 hours in vacation accrual per year to use as approved by their supervisor.

The negative balance will be reduced as the employee continues to accrue new leave at each pay period. If the employee terminates employment before the negative balance has been recouped; the remaining negative balance will be deducted from the employee's final paycheck. Requests resulting in a negative accrual will be considered after the seniority requests are received

Section 2: When Taken.

- A. Vacation shall be taken at the time the captain or officer in charge shall designate. In designating vacation time, the seniority and preference of officers or employees shall be followed unless absence of the employee or officer will impede the operation of the Division. Requests shall be approved or disapproved on the day submitted to the officer having authority.
- B. Employees may schedule vacation prior to its anticipated accrual, but may not use vacation until after it has been accrued as specified in this article.
- C. Vacation time shall not be scheduled or used in any manner for purposes of extending an employee's official date of separation from the City.
- D. Of the hours that may be carried over, shift employees may be permitted to use 24 hours of vacation to replace lost hours due to a snow emergency declared by the City. After a snow emergency has been declared by the Mayor, the Chief Officer in Charge shall have the discretion to approve the use of the 24 hours of carry over vacation for purposes of a personal snow day.

Section 3: Maximum Balance and Payment.

- A. Employees assigned to a 24-hour shift schedule may accumulate vacation as set forth in Section 1 of this article without limitation, provided that the employee's maximum balance of unused vacation shall not exceed hours specified in Section 1. Any hours in excess of maximum accrual limits as specified in Section 1 will be forfeited unless an exception is approved by the City Council.
- B. Employees assigned to a 40-hour schedule may accumulate vacation as set forth in Section 1 of this article without limitation, provided that the employee's maximum balance of unused vacation shall not exceed hours specified in Section 1. Any hours in excess of maximum accrual limits as specified in Section 1 will be forfeited.

- C. In the event of discharge, resignation in good standing, or in the event of death, any vacation time the officer or employee has accumulated and has not used before the date of separation of his employment, up to a maximum as specified in Section 1, shall be paid at the employee's regular base hourly rate as of the date of separation to the officer or employee or to the surviving spouse or if no spouse survives, to his estate.
- D. Except as specifically set forth in this article, no payment may be made in lieu of vacation.

Section 4. If an employee is absent from work due to a duty-incurred injury, and such absence causes the employee to be unable to schedule some of his remaining unused vacation, the employee shall be permitted to carry-over the amount of vacation unused due to the duty-incurred injury or illness into the next calendar year to be used as leave. This vacation carry-over amount shall not exceed amount as specified in Section 1 of this article.

ARTICLE 21: HOLIDAYS

Section 1. Holidays shall mean days in which regular employees of the City whose services are not essential on holidays, are permitted to absent themselves from work with pay.

Section 2. Holiday Leave Eligibility for Shift Employees. Compensation for holidays for Firefighter on a 24-hour shift shall be considered as being five 24-hour annual leave days per year, credited towards holiday leave time on the following dates:

60 hours January 1

60 hours – June 1

- A. Holidays shall not be scheduled or used in any manner for purposes of extending an employee's official date of separation from the City.
- B. Employees anticipating resignation or retirement in a given year may not reserve holidays from being scheduled in that year for purposes of receiving those holidays in pay at the time of their separation from the City.
- C. A shift employee on unauthorized leave or suspension without pay for his regularly scheduled shift on the date of the official holiday, or the shift before if not scheduled to work on the date of an official City holiday shall not be eligible to receive holiday leave for that official holiday.
- D. Any holiday hours accrued but not used, will be paid at separation of employment under the condition that the employee's separation is on good terms and the employee has provided two weeks' notice to the City.

Section 3. Religious Holidays. An employee may take days, or portions of days, off for religious observances, consistent with the operational needs of the Division and approval of the Fire Chief or their designee. Such time off is charged against accrued annual leave, without pay, or compensatory time.

Section 4. Call-in Holiday Pay. Those employees not scheduled to work on City recognized full day holidays as listed, shall be paid at double their normal duty rate of pay for hours worked. Those employees

scheduled for extra duties, but not scheduled to work their normal scheduled 24-hour shift on the 4th of July, shall be paid double their normal duty rate for hours worked.

Employees called in for less than 1hr will automatically be given 2 hours at their double pay rate. Any call above the 2 hours will be paid only their double pay rate for actual hours worked in 15 minute increments.

Employees called in using the extra duty roster to work the holiday will receive their normal time and a half pay. Holiday pay will be calculated from midnight to midnight on the designated holiday.

This shall not apply to employees called in using the extra-duty roster.

- A. New Year's Day.
- B. Easter Sunday.
- C. Memorial Day.
- D. Independence Day.
- E. Labor Day.
- F. Veterans' Day.
- G. Thanksgiving Day.
- H. Christmas Day.

ARTICLE 22: MILITARY SERVICE LEAVE AND REEMPLOYMENT RIGHTS

It is the intent of the City of Mitchell to comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and any subsequent amendments. As such, the following is recognized:

Section 1. Any employee who participates in any branch of the military service of the United States is covered by and subject to Federal Statute, U.S. Code Title 38, Chapter 43 and all other applicable statutes.

Section 2. Request for Military Leave of Absence. An employee who wishes to be granted military leave of absence must submit the request and a copy of his/her official orders or other records from the military service to his immediate supervisor or department head prior to the dates of attendance. If the reservist or National Guard member submits a copy of his official annual training schedule prior to the beginning of the year's military activities, the employee need only submit separate requests and orders for those training duties not included on the annual schedule, or when the annual schedule is modified.

Section 3. Active Duty. An employee who enlists or is called into active duty for the military service of the United States or who, in time of national emergency, voluntarily enlists for active duty, shall be granted military leave for the time necessary to permit completion of the military service.

In order to have reemployment rights, a person leaving active duty in the military service of the United States must comply with USERRA.

Section 4. Reserve or National Guard: Initial Active Duty for Training, Annual Encampment, Weekend Drill, and Other Training Duty. An employee who enlists as a reservist or a member of the National Guard shall be granted time off without pay or be allowed to use accumulated leave, for initial active duty for training, annual training encampment, weekend training drills, and other active and inactive training duty.

The reservist or National Guard member must report back to his civilian job at the beginning of his first regularly scheduled shift on the first day after the completion of initial active duty for training or other training

duty plus the necessary travel time to return from the training site to the place of employment. He is also entitled to a reasonable rest time, and a reasonable time thereafter if return is delayed by factors beyond his control. If an employee fails to report to his job within this specified time period, he may be subject to the penalties which would be imposed on any employee who is tardy or absent without permission.

If an employee separates his employment with the City in order to enlist in the Reserves or National Guard, he must reapply to the City within 31 days after his separation from initial active duty for training in the Reserves or National Guard in order to retain re-employment rights.

Section 5. Seniority Rights. During an unpaid military leave of absence, the seniority eligibility rights of an employee shall continue and accumulate in the same manner and to the same extent as if said leave of absence had not been granted, and the employee had been continuously in the employ of the City. An employee on military leave of absence shall be entitled to all rights and benefits as are defined by applicable Federal Statute. Except as otherwise provided by State or Federal statute or in this agreement, a military leave of absence shall be treated in the same manner as an authorized unpaid leave of absence for purposes of benefit accruals. The employee shall not be entitled to payment of salary or wages by the City during the military leave of absence.

Section 6. Probationary Employee. An employee who is serving on probation may likewise be granted a military leave of absence under the provisions of the above sections of this article.

Section 7. Holidays. An employee shall not be paid holiday pay for holidays which occur during an approved unpaid leave of absence for military service. If a holiday immediately precedes or follows the approved unpaid leave of absence for military service, the employee must work the regularly scheduled work day preceding or following the holiday to be paid for that holiday.

ARTICLE 23: SICK LEAVE

Section 1. Sick leave is hereby defined to mean the absence of an employee or officer because of illness, injury, exposure to a contagious disease;

Sick leave must be used in no smaller than twelve (12) hour increments. Employees shall be allowed to use sick leave for their own sickness or injuries and will be allowed to use up to thirty six (36) hours of sick leave pay annually for the care and attendance of their immediate family members for sickness, injury, and/or health care appointments. Immediate family members for the purpose of this policy include: spouse, children and parent. An additional forty-eight (48) hours of the employee's sick leave can be used for an employee's immediate family (Parent, spouse, child step child, step parent) if verification of the illness or the appointments are provided to the supervisor/department head when the additional hours are used. Supervisors and/or HR can request verification of illness or appointments for any leave used above the initial thirty-six (36) hours for family members. Sick Leave for care of family members cannot be used no smaller than twelve (12) hour increments.

Illness verification may be requested at any time. Sick leave, which accrued but not used during the year in which it was accrued shall accumulate to an unlimited amount.

If an employee or officer must be absent because of illness, injury, exposure to a contagious disease; or attendance upon a member of immediate family due to illness or injury as provided above, the employee or officer may not substitute vacation, holidays, compensatory time off, or other paid time off benefits in place of sick leave for the duration of the absence, unless all available sick leave has first been exhausted in a manner

consistent with this article, or as may otherwise be specified in this agreement. An exception to this rule may be made at the discretion of the Chief of Fire/EMS, under special circumstances where substitutions will not result in overtime or reductions in manpower.

Section 2. Sick leave shall be granted as a privilege and not a right, and the claim of such leave shall be subject to such investigation as the Division head deems necessary.

Section 3. There is hereby established a sick leave schedule which shall apply to the Fire Marshal.

Sick leave shall accrue at the following rate: 3.70 hours per each of the 26 pay periods for a total accrual of 96.20 hours annually.

Section 4. There is hereby established a sick leave schedule which shall apply to the Mitchell Fire Division shift employees.

Eligibility for sick leave use for shift Mitchell Fire Division employees covered by this section shall begin immediately. Sick leave shall accrue for an employee scheduled to a 24-hour shift at the following rate: 5.54 hours per each of the 26 pay periods for a total accrual of 144.04 hours annually.

Each employee shall have deducted from his accumulated sick leave one (1) hour for each hour of absence while on sick leave. An employee, who does not take the full amount of sick leave granted in any one (1) calendar year, may accumulate the amount from year to year.

A. Except as provided for above, all other rules and regulations pertaining to sick leave shall apply to all uniformed members of the Mitchell Fire Division.

Section 5. Sick leave pay may be used for either physician or dental appointments provided the appointment has been scheduled during the employee's regular scheduled hours.

Section 6.

In no event may an employee claim sick leave pay in excess of the amount credited to that employee's accumulation.

Section 7. The Officer in Charge, Chief of Fire/EMS, or the Director of Human Resources may require that sick leave be granted only by a certificate evidencing such sickness, signed by the employee's attending medical doctor, or such authority may require the employee report to the City-designated medical doctor for a physical examination.

In any event, no sick leave with pay shall be granted for a period longer than three (3) consecutive work days unless a certificate from a duly licensed medical doctor is presented to the Chief of Fire/EMS, or the Human Resources Director. In such instance the employee must present a completed Return to Work Certificate.

Section 8. At the discretion of the Officer in Charge, absence from work because of illness of a person other than those listed in this article will be taken as vacation, holiday, compensatory leave, or leave without pay.

ARTICLE 24: SICK LEAVE PAYOUT

Any employee or officer, upon separation from City service, except under the provisions of Article 23 and this article shall not receive any payment for accumulated sick leave.

Any Mitchell Fire Division non-management employee upon retirement from City service shall be paid sick leave as follows:

For Separation of Employment other than retirement prior to January 1, 2021; an employee will be eligible for payout of 1% per year of service of their accrued sick leave starting at the beginning of year six under the condition the employee's separation is on good terms and has provided two weeks' notice to the City. The maximum payout for separation of employment is 25% of the accrued hours.

For Separation of Employment, other than retirement that occurs after January 1, 2021; an employee will be eligible for payout of 1% per year of service of up to a maximum of 1,500 hours of their accrued sick leave starting at the beginning of year six under the condition the employee's separation is on good terms and has provided two weeks' notice to the City. The maximum payout for separation of employment is 25% of 1,550 hours.

For separation by retirement, (as defined by SDRS), death or layoff (reduction of force), prior to January 1, 2021 an employee will be eligible for a payout of accrued sick leave hours at the rate of 25% of all accrued sick leave at the employee's current rate of pay.

For separation by retirement, (as defined by SDRS), death or layoff (reduction of force), after January 1, 2021; an employee will be eligible for a payout of up to 1,500 hours of accrued leave hours at the rate of 25% at the current rate of pay.

ARTICLE 25: FUNERAL LEAVE

Section 1. Fire shift employees will be permitted to take one 24-hour shift off for funeral leave. Additional days may be granted by the department head and the time will be charged as sick leave. Immediate family is defined as: employee's spouse, parents, step-parents, foster parent, children, step children, foster children, brothers, sisters, step-brothers, step-sisters, grandparents, grandchildren, and great grandchildren. The term also includes a spouse's equivalent of the above. In the event of a funeral of a relative outside the immediate family, or close friend, an employee may take a reasonable amount of annual leave if approved.

Section 2. Notification. The employee shall provide notification to the immediate supervisor prior to taking the time off as defined in this article.

ARTICLE 26: DUTY-INCURRED INJURIES AND DISEASE

Section 1. Any Mitchell Fire Division officer or employee sustaining a duty-incurred injury or disease which will likely result in a loss of work time must see a medical doctor or must visit a hospital emergency room as soon as possible after the injury or disease is sustained.

If an employee is injured on the job, all work-related medical costs will be paid as well as the compensation rate for salary loss as set by the State of South Dakota.

An employee injured while on the job must promptly notify their Division head or supervisor. Medical and hospital expense will be paid in accordance with Workers' Compensation Laws of the State of South Dakota.

Any Mitchell Fire Division officer or employee suffering a loss of pay as the result of sustaining a disabling injury by accident or occupational disease under SDCL 62-8-1 arising out of and in the course of employment for the City, which disabling injury or disease was not caused by willful neglect on the part of such officer or employee, shall in lieu of sick leave receive workers' compensation based upon the following:

40-hour employees: shall be allowed up to ninety (90) eight-hour days and 24-hour shift employees: shall be allowed up to forty-two (42) 24-hour shifts without charge to the employee's sick leave.

The rate of pay while on workers' compensation shall be the difference between the employee's regular daily rate of pay (gross) being received at the time of injury and the employee's daily benefit entitlement under the applicable Workers' Compensation Law.

An employee, who has used the entire workers' compensation benefit described above, may elect to use accumulated sick leave or vacation on a day for day non prorated basis, to continue receiving the difference between their daily regular gross pay, and their workers' compensation benefit as provided above.

A workers' compensation benefit provided under this section shall accrue only once per injury, notwithstanding intermittent periods of work which may occur, provided that the further absence after the intermittent work is necessitated by the original injury or aggravation of that injury. This means that no salary will be paid by the City after 90 days of injury leave following an injury, even though the employee may still be receiving Workers' Compensation benefits.

Employee benefits shall continue uninterrupted while an employee is on workers' compensation as defined in this section, including while sick leave or vacation is applied. Vacation, sick leave, and holiday leave, earned while on Workers' Compensation, shall accrue at the employee's regular rate.

The City may at any time require examination or re-examination of an employee by a medical doctor for the purpose of determination of continued eligibility for workers' compensation.

Section 2: Light Duty. If, in the opinion of the employee's medical doctor, the employee is physically able to perform duties of another nature consistent with normal fire Division duties, the officer or employee may be assigned to those duties for the duration of the disability at the sole discretion of the City.

If light duty within those restrictions is not available with the City, the employee or officer may be permitted to engage in outside employment within the work restrictions set by the physician due to the duty-incurred injury, provided that before engaging in such outside employment the employee submits to the City in writing the name, address, and phone number of the outside employer, a description of the duties to be performed in the outside employment, and the approximate number of hours to be worked per day in the outside employment. Failure to submit this information to the City in writing prior to engaging in outside employment may result in discontinuance of workers' compensation benefits.

Any employee reassigned to duties of another nature during the first six months immediately following the date of injury, shall receive the same pay and benefits earned at the time of injury. After that six-month period has elapsed, the employee may be compensated at a rate of pay determined by the City commensurate with the temporary assigned duties, not to exceed the employee's rate of pay as of the date of injury. If the rate of pay for the light duty assignment is less than the employee's rate of pay as of the date of injury, the pay may be supplemented with workers' compensation payments as specified by South Dakota Workers' Compensation Law. This reassignment may continue for a period determined by the City not to exceed 12 months after reassignment to other duties. Upon the employee's return to his rank and full unrestricted duties held at the time of injury, the employee shall be paid at his current rate of pay including step advancements or pay rate adjustments he would have otherwise received during the absence from his regular duties.

Section 3. It is understood by the union and employees covered by this agreement that activities of a personal nature carried out while on duty, on or off City property, which are not directly related to and do not arise out of an employee's employment as an employee of the Mitchell Fire Division which do not constitute employment-related activities. Therefore injuries or illness incurred or arising out of these activities shall not be considered "duty-incurred" for purposes of the application of this article, and will not be considered duty-incurred injuries or illnesses for purposes of determining compensability under the workers' compensation statutes of the State of South Dakota.

Any injury or illness incurred while off duty, on or off City property shall not be considered "duty-incurred" for purposes of the application of this article or the application of State Workers' Compensation statutes.

Section 4: Administration. Compensation and coverage for duty-incurred injuries or disease incurred by members shall be administered in all respects according to the provisions and intent of South Dakota Workers' Compensation Law, except as specifically otherwise provided in this agreement.

ARTICLE 27: PHYSICALS

Section 1. The Committee for Union-Management Cooperation shall support the provision of a comprehensive mandatory annual medical exams as outlined by NFPA 1582 (current edition) and provided by the City. All recognized members of the collective bargaining unit shall receive an annual comprehensive medical exam to be conducted every twelve (12) months (+/- 3 months).

Section 2. Time spent by employees during physical examination shall count as hours worked for purposes of computing overtime.

Section 3. The Committee for Union-Management Cooperation will establish and agree upon guidelines, as needed, for "Return to Work" if an incumbent employee is deemed "not fit for duty" by the NFPA 1582 standards.

ARTICLE 28: INSURANCE AND BONDS

Section 1. The City of Mitchell offers all full-time employees major medical insurance upon written application. The effective date shall be the first day of the month following thirty (30) days of employment.

RETIREMENT BENEFIT: An employee hired prior to January 1, 2016 who retires from the City of Mitchell through SDRS or who is accepted into the SDRS Disability Program may elect to remain in the health insurance plan until he or she reaches the age of 65 or otherwise qualifies to enroll in the Medicare program, the Exchange, or the retiree qualifies for a different health plan through another employer. The retiree must pay 100% of premium cost to remain enrolled in the City health insurance plan. An employee's spouse is eligible for enrollment in the City health insurance plan only if enrolled prior to the employee's retirement. An employee will not be able to add a spouse to the plan except during regular open enrollment times. A discount on the retiree rate will be granted to retirees that meet the following stipulations: (a) the employee must have completed 10 consecutive years of service with the City of Mitchell, and (b) the employee must be retired through SDRS or SDRS Disability, and satisfy the following conditions: Class A employees must be age 60 or older, Class B Fire/EMS employees must be age 50 or over and meet the Rule of 75, and those on SDRS Disability do not have age requirements. The discounted rates are available only to those employees hired prior to January 1, 2013

Section 2: Dental Insurance. The City of Mitchell offers all full-time employees group dental insurance upon written application. The effective date shall be the first day of the month following thirty (30) days of employment. The city will pay all of the premium cost for the employee. Family members may be included at the employee's expense.

Section 3. Life Insurance: The City of Mitchell offers all full-time employees a life insurance policy upon written application. The effective date shall be the first day of the month following thirty (30) days of employment. The city will pay all of the premium cost for the employee.

The City shall provide to each member of the bargaining unit a supplemental term life/AD&D insurance policy and agrees each month to pay the group life insurance premium on each member of the bargaining unit, not to exceed \$5.00.

During the term of this agreement, the City shall provide each full-time employee covered by this agreement with additional life insurance coverage in the amount of \$15,000. The City reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance company selected by the city.

Section 4. The City reserves the right to make program modifications to the Employee Benefit Plan as may be necessary from time to time to maintain and improve the effectiveness, quality, and cost effectiveness of the plan. Mitchell Local 4166 will provide one member to sit on the Insurance advisory committee.

Section 5. Should the employer require an employee to give bond, all premiums of such bond will be paid by the employer.

Section 6. The employer shall continue in effect the insurance coverage relating to claims against the City and City employees acting in their capacity as employees at no less than existing standards of coverage, unless such coverage becomes unavailable. A copy of the present booklet is on file with Human Resources and is incorporated herein by this reference.

Section 7. In compliance with Federal and State law and Consolidate Omnibus Budget Reconciliation Act of 1985 (COBRA), the City of Mitchell is required to offer employees and their eligible dependents at the employee's expense, the opportunity for a temporary extension of health and dental coverage in certain situations where coverage under the plan would otherwise end. Current COBRA policies are available through Human Resources.

ARTICLE 29: FIREFIGHTERS' RETIREMENT PLAN

Section 1. Fulltime employees, participation in the South Dakota Retirement System is mandatory. A deduction of 8 percent (for Class B Public Safety) of the monthly salary is made in each payroll period and is matched by the City of Mitchell toward the retirement of the employee.

If the employee terminates employment before retirement, they have such rights to withdrawal of said retirement funds as is permissible under the SDRS.

The City agrees to facilitate the present firefighters' retirement plan in accordance with existing state laws, and city ordinances, and in compliance with SDRS.

Section 2. The City agrees that they shall not, by ordinance, during the life of this contract, in any manner reduce or lessen the benefits provided by the said retirement.

ARTICLE 30: UNIFORMS AND EQUIPMENT

Section 1. Required duty uniforms and personal protective equipment necessary to perform firefighting and emergency medical activities will be provided to each employee without cost to the employee and maintained by the City of Mitchell. Upon retirement, termination or resignation the issued duty uniforms and personal protective equipment shall be turned in to the City.

Employees that require a work uniform change upon promotion are required to return the items from the previous rank such as badges and helmets. The City shall provide appropriate badges, insignia, helmets, and appropriate black footwear, uniforms and personal protective equipment. Duty uniforms shall conform to NFPA Standard 1975. The Committee for union-Management Cooperation shall determine an implementation process to conform to NFPA Standard 1975 and determine the duty uniform through an Administrative Policy which shall be agreed upon by the Committee for Union Management Cooperation prior to implementation.

Section 2. Personal protective equipment will be replaced as needed as determined and approved by the Fire Chief.

Section 3. The City shall furnish for the use of each new firefighter a set of training manuals or appropriate training materials.

Upon termination of employment for any reason, including retirement, the training manuals shall be returned to the City for re-issue to another employee if it is the current edition of the manual.

Section 4. Each employee is eligible to receive \$300 every three years for the purchase of equipment not supplied by the City.

ARTICLE 31: TUITION REIMBURSEMENT

As part of the City's tuition reimbursement policy, employees may request reimbursement for job-related educational courses and seminars which have been pre-approved by the Chief of Fire/EMS. Proof of attendance or successful completion and receipts must be submitted to the Chief of Fire/EMS within ten (10) calendar days of attendance.

ARTICLE 32: REPLACEMENT OF BROKEN ITEMS

Section 1. The City agrees to replace, without cost to the employees, personal items used by the employee broken or stolen while in the course of duty.

Section 2. Items stolen will require the filing of a police report to substantiate the claim.

Section 3. The City agrees to reimburse employees for the cost of replacing personal watches broken in the course of their duties with the City, up to the amount of \$50 per watch.

Section 4. The employee must report the items broken or stolen to their immediate supervisor within 24 hours of the event. The employee must present the claim to the Mitchell Fire Division within ten (10) days to be reviewed for consideration of reimbursement.

ARTICLE 33-removed in 2026

ARTICLE 34: APPENDICES AND AMENDMENTS

All additional addenda and amendments to this agreement shall be numbered (or lettered), dated and signed by the City and the Union and shall be subject to all provisions of this agreement.

ARTICLE 35: SEPARABILITY AND SAVING CLAUSE

If any provision of this agreement is declared to be in contravention of the laws or regulations of the United States or the State of South Dakota, such provision shall no longer be enforceable, but all other provisions to this agreement shall continue in full force and effect. In the event of a dispute, the provisions hereof involved shall remain in effect until the dispute is settled by the Court or other authority having jurisdiction in the matter.

ARTICLE 36: ENTIRE AGREEMENT

Section 1. The parties acknowledge that during the negotiations which resulted in this agreement, each party had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this agreement. Therefore, the City and the Union, for the duration of this agreement, each waives the right, and each agrees that, unless required by law, the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

Section 2. This agreement may only be amended during its term by the parties' mutual agreement in writing.

Section 3. The parties further acknowledge that where a direct conflict exists between the terms and conditions as negotiated and provided in this agreement and the terms and conditions of employment as provided by any regulation, ordinance, or rule of the City, the terms of the agreement shall control and be binding upon the parties. The City of Mitchell Personnel Manual is applicable to the employees where the same is not in conflict with this agreement.

Section 4. This contract supersedes all prior written agreements and understandings and governs the entire relationship between the parties and shall be the sole source of all rights and claims covered by this contract.

ARTICLE 37: LONGEVITY

Section 1. The following schedule is to be given in the month of December to employees hired prior to January 1, 2020 who have worked, at a minimum, one full year of service for the City of Mitchell: \$50 a year for every completed year of service.

ARTICLE 38: COMMITTEE FOR UNION-MANAGEMENT COOPERATION

Section 1. The parties recognize that during the period in which this agreement is in effect, problems of administration of this agreement may arise which are not now anticipated by either party. They also recognize that during such period more mutually constructive and productive relationships are likely to exist between the City and the Union and among both management and non-management employees, if both the City and the Union continue and enlarge their respective efforts to gain a better appreciation and understanding of each other's problems and objectives. They recognize frequently what first appear to be problems or areas of conflict and disagreement are actually the result of misunderstandings which are cleared away upon a complete and frank exchange of viewpoints and ideas. They believe that even though limitations are being placed upon formal collective bargaining negotiations through the extended period of this agreement, a better atmosphere in which to achieve improved day-by-day relations between the parties, which they both desire, can be created through meetings of the kind described below.

Section 2. Meetings may be held during the term of this agreement of the committee formed as part of this article. It is understood that such meetings will be held for the purpose of appraising and discussing the problems, if any, which may arise concerning administration, interpretation or application of the agreement or other matters which either party believed will contribute to the improvement in the relations between them within the framework of this agreement. It is understood that such meetings shall not be for the purpose of handling grievances or conducting collective bargaining negotiations or for any purpose which in any way will modify, add to, or detract from the provisions of this agreement. In agreeing to such meetings, the parties are providing concrete evidence of their sincere desire to encourage friendly, cooperative relationships between their respective representatives at all levels and with and between all employees covered by this agreement, and to find ways to overcome difficulties, influences, or attitudes which interfere with such relationships.

Section 3. This committee shall also consider handling problems concerning the safety of working conditions. Each of the parties recognize the importance of protecting the health, life, and limb of employees, and the City will make every reasonable effort to improve conditions that promote health and safety among the City employees. This committee may make recommendations respecting conditions which, in its opinion, would make the working conditions safer.

Section 4. The committee shall be composed of three (3) Union Representatives appointed by the Union. The Chief of Fire/EMS, Human Resource Director, and two (2) designees appointed by the Chief. Any recommendations to be made to the division concerning work rules or other work directives or conditions, must be adopted by the majority of the committee.

ARTICLE 39: DEFINITIONS

Section 1. When the words "shift employee" are used in this agreement, such words shall mean those employees assigned to a rotating twenty-four (24) hour shift schedule, as distinguished from those employees assigned to a forty (40) hour 7-day schedule, who may be described in this agreement as "40-hour employees."

Section 2. "The department" shall mean the Mitchell Department of Fire/EMS.

Section 3. "The Chief" shall mean the Chief of the Department of Fire/EMS.

Section 4. "The Division" means Fire and EMS.

Section 6. "Battalion Chief" shall mean a battalion chief who is in charge of the station.

Section 7. "Officer in Charge" is the designated employee who acts in a captain capacity who is in charge of the station.

Section 8. "Member" for purposes of this agreement is an employee of the Mitchell Fire Department who is covered by the IAFF bargaining unit.

Section 9. The employee's step anniversary date, for purposes of step advancement eligibility, is the day and month established when an employee is placed into a new pay grade as the result of hire, promotion, reduction in rank, or transfer to another classification with a different pay grade. An employee's step anniversary date may be adjusted if the employee's service is interrupted by unpaid leave of 30 or more calendar days, if an employee's step advancement is delayed without retroactivity on the basis of performance, or if the date is adjusted as the result of the terms of this agreement. If cause is shown on the basis of performance and a step increase is delayed, the month and day when the step is eventually granted will become the employee's new step anniversary date. The year of the step anniversary date changes as the employee moves step to step.

Section 10. "Regular base hourly rate" as used in this agreement is the rate at which an employee would be paid for one hour of regular non-overtime work in his current rank and pay step. This rate does not include any bonuses, special rates, or other payments except as specifically provided in the Fair Labor Standards Act for purposes of determining overtime rates.

Section 11: Regular Part-time Employee. The term part-time employee means any employee whose normal work is in an occupation in which their services are not required for the customary scheduled full-time hours prevailing in the establishment in which they are employed, or who, owing to personal circumstances, does not customarily work the customary scheduled full-time hours prevailing in the establishment in which they are employed.

Section 12: Probationary employee. All employees hired by the City of Mitchell must complete a 12-month probationary period for the purpose of assessing the individual's ability to perform their assigned duties.

ARTICLE 40: TRANSFERS

Section 1. Except in an emergency, or to meet minimum staffing requirements, an employee shall be given notice of shift change at least ten calendar days prior to the effective date.

Section 2. Shift changes shall either be instigated by the Fire Chief or by employee request. Shift changes will have priority over new applications only when qualifications are met.

Section 3. Part-time employees meeting the requirements of Article 6 section 5, will be given the first consideration to fill an opening for a full-time position with the Mitchell Fire Division. This consideration, however, does not entitle the individual to an automatic promotion or transfer to a higher level of employment. If, in the event an internal promotion or transfer is not in the best interest of the City, the city may hire from outside. All selections shall be based on merit and fitness to fill the job vacancy.

ARTICLE 41: OUTSIDE EMPLOYMENT

Section 1. It is agreed that the City shall have no objection to off-duty employees being engaged in any secondary work or business, consistent with the official rules and regulations of the Mitchell Fire Division provided that:

- A. Employment with the Mitchell Fire Division is considered primary employment of the individual working in a full-time capacity.
- B. The outside employment does not interfere with the proper discharge of his duties and responsibilities as a Fire Fighter or negatively impact the integrity and credibility of the Division as determined by the Chief of Fire/EMS.
- C. The employee does not wear a Mitchell Fire Division uniform or any clothing that states Mitchell Fire Division. The employee does not conduct fire investigations inside the corporate limits of the City of Mitchell. The employee does not avail himself of official Mitchell Fire Division equipment, records, documents, files or services, or involve service of the City without pre-approval of the Fire Chief.
- D. The employee in no way exploits his connection with the Mitchell Fire Division in the course of outside employment.

Section 2. The City shall not be held liable for any of the employee's activities directly related to his outside employment.

ARTICLE 42: GENDER

Wherever the male gender is used in this agreement, it shall be construed to include male and female employees.

ARTICLE 43: DISCIPLINE AND DISCHARGE

Section 1. No person or employee holding an office of positions classified and graded under the provisions of this agreement shall be suspended, removed, discharged, or reduced from his position, except for just cause, which shall not be race, creed, color, national origin, gender, political, or religious affiliation.

Section 2. Disciplinary action may include any of the following: oral reprimand, letter of counsel, written reprimand, work improvement plan, denial of salary increase, involuntary transfer to another classification or another position in the same classification without reduction in salary, demotion to lower classification, suspension without pay, and discharge. The City may, but is not required to, apply these actions progressively, and for example, suspension or termination may be applied as the first step of discipline. Employment is at-will and this disciplinary policy does not otherwise create any other employment relationship. The City reserves the right to suspend an employee with pay, however such action is not deemed to be a disciplinary action.

Typical Causes for Disciplinary Action

Examples of typical causes for disciplinary action include, but are not limited to:

- The employee has been convicted of a felony which renders them unfit to perform the duties of their position.
- The employee has violated any of the provisions of this Personnel Manual.
- The employee is tested and found to be under the influence of alcohol or illegal drugs while on duty.
- The employee is insubordinate; refusing to follow a reasonable and lawful order.
- The employee is not meeting the standards of performance in their job duties.
- The employee is careless or negligent with City money or property.
- The employee has accepted gifts or fees in exchange for favors or preferred treatment.
- The employee has failed to maintain a satisfactory attendance or punctuality record.
- The employee falsified their application for employment or promotion.
- The employee has abused sick leave.
- The employee fails to maintain a valid South Dakota driver's license when required in the performance of job duties.

Documentation of Disciplinary Action

Department Heads and Supervisors must document disciplinary actions, and forward such documentation to the Human Resources Department to be included in the employee's personnel file. All such documentation is to be signed by the employee. The signature does not reflect agreement, but acknowledges that the employee has had the action reviewed with them.

Required Notification

Department Heads or Supervisors must notify the Human Resources Director immediately of any violation which results in disciplinary action, and coordinate the action with the oversight of the Human Resources Director.

Section 3: Special Circumstances. If an employee is found to be under the influence during the workday, the employee can be discharged without prior warning.

ARTICLE 44: DRUG AND ALCOHOL-FREE WORKPLACE PLAN

Section 1. It is the responsibility of all City employees to abide by the terms of the City's Drug and Alcohol-Free Workplace policies as a condition of employment. Any violations or noncompliance with these policies will subject an employee to disciplinary action up to and including termination. The extent and type of action taken with an employee who violates these policies will be based upon:

- A. The seriousness of the violation or offense;
- B. The employee's past employment and performance record;
- C. The impact of the violation upon the employee's future job performance; and
- D. The employee's willingness to participate in controlled substance or alcohol abuse assistance and rehabilitation.

Section 2. It is mutually agreed that the City and the Union will encourage employees to seek assistance whenever necessary to overcome a drug or alcohol abuse problem. The City provides access to controlled substance and alcohol abuse counseling and rehabilitation through the City's Employee Assistance Program (EAP) for all of its full-time employees. Employees needing help in dealing with such problems are encouraged to use the Employee Assistance Program and health insurance plan to aid them in overcoming their illness. Conscientious efforts to seek such help will not jeopardize any employee's job, and contacts with the EAP, initiated only by the employee, will not be known or noted in any personnel record.

An employee shall be permitted to take a Family/Medical leave of absence, as provided in the Leaves of Absence article of this agreement, for the purpose of undergoing medically supervised substance abuse treatment and rehabilitation through a treatment program approved by the City, and may be permitted to use accumulated sick leave during that leave provided that such a leave of absence is requested by the employee and approved by the City prior to any violation of the City's Drug and Alcohol-Free Workplace policies, or the commission of any other act subject to disciplinary action by the City. Such leave and use of sick leave may not be approved if requested after the employee has violated the provisions of the Drug and Alcohol-Free Workplace policies.

Section 3. The City's Drug and Alcohol-Free Workplace Plan insofar as it impacts the terms and conditions of employment for employees covered by this agreement, shall not be modified unless negotiated with the Union. The City reserves the right to make modifications as may be required by law, and agrees to notify and discuss such modifications with the Union whenever such modifications are required which may impact the terms or conditions of employment of employees covered by this agreement.

Section 4. The City of Mitchell may request that the employee undergo drug and alcohol testing if there is a "reasonable suspicion" that the employee is believed to be under the influence of drugs or alcohol during working hours. "Reasonable suspicion" means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

- A. A pattern of abnormal or erratic behavior which is so unusual that it warrants summoning a supervisor, department head or other individual for assistance.
- B. Information provided by a reliable and credible source with personal knowledge.
- C. Direct observation of drug or alcohol use.
- D. Presence of the physical symptoms of drug or alcohol use; (i.e. glossy or blood-shot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes).
- E. Possession of substances in violation of the City's drug and alcohol policy.

The employee, where "reasonable suspicion" exists, may be asked to submit to blood and urine testing by a qualified medical physician or hospital at the City's expense. Prior to testing, the proper authority shall secure a signed release statement from the employee to have the hospital/physician release medical information to the City of Mitchell.

In addition, the city reserves the right to require all employees to submit to random drug testing upon request of the city.

An employee who refuses to consent to a drug and alcohol test when reasonable suspicion exists may be subject to disciplinary action.

A positive result from the drug and/or alcohol test confirming the reasonable suspicion may result in disciplinary action.

The proper authority is required to detail in writing the specific facts, symptoms, or observations which led to the reasonable suspicion. This documentation shall be given to the finance officer and placed in the employees personnel file only if confirmed by the drug and/or alcohol test.

All information from an employee's drug and/or alcohol test is confidential, and only those with a need to know are to be informed of the results. Disclosure of the test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee.

Section 5. The following shall be the policy of the City of Mitchell:

- A. The unlawful manufacture, distribution, dispensing, possession or use of controlled drugs or substances, or the use of alcohol while on duty, on or off business property owned or leased by the City is proper cause for disciplinary action.
- B. Any illegal controlled drug or substance possessed while on duty by employees will be turned over to the appropriate criminal justice agencies and may result in criminal prosecution.
- C. Employees are not permitted to be under the influence of controlled drugs or substances or alcohol on the job, except as provided in item "D".
- D. The legal use of controlled drugs or substances prescribed by a licensed physician is not prohibited, but employees in positions where side effects of the prescribed medication could affect performance and safety on the job are required to make such use known to their immediate supervisor.
- E. The illegal use, sale, and possession of controlled drugs or substances while off duty and off City property which results in criminal convictions is unacceptable. Off-duty, alcohol-related, criminal convictions are also unacceptable. They may affect the job performance and the confidence of the public in the City's ability to meet its responsibilities. Such off-the-job conduct may be proper cause for disciplinary action.
- F. Post-Accident: Any Fire Division employee involved in a motor vehicle accident meeting any of the following parameters shall be tested.
 - 1. If City property is damaged it shall be at the Chief of Fire/EMS's discretion.
 - 2. Any vehicle must be towed from the accident scene.
 - 3. Anyone is required to be transported to a hospital by ambulance.

Section 6. Drugs to be tested for will be at the discretion and prescription of Occupational Health.

Section 7. Employee responsibilities:

- A. An employee must not report to work while their ability to perform their assigned job duties is impaired due to on or off duty alcohol or drug use. Employees called in for emergency duty to work outside their regular work schedule must not report to work impaired by off-duty alcohol or drug use.
- B. An employee must not possess or use alcohol or illegal drugs or prescription drugs without a prescription during working hours or while subject to duty, on breaks, or during meal periods.

- C. An employee must notify their supervisor, before beginning work, when taking any medication or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of City equipment.
- D. An employee must notify their immediate supervisor of any drug or alcohol related criminal statute conviction no later than five (5) days after such conviction.
Any violations of the above may result in disciplinary action.

Section 8. Management Responsibilities and Guidelines:

- A. Supervisors and department heads shall not physically search the persons of employees nor shall they search the personal possessions of employees without the freely given consent of, and in the presence of, the employee.
- B. Supervisors and department heads shall notify the appropriate law enforcement agency when they have reasonable suspicion to believe that an employee may have illegal drugs in their possession or in an area jointly or fully controlled by the City of Mitchell.
- C. Any supervisor or department head encountering an employee who refuses to consent to a drug and/or alcohol analysis when “reasonable suspicion” has been identified, shall remind the employee of the requirements of the policy and that they may be subject to disciplinary action. The reason(s) for the refusal shall be considered in determining the appropriate disciplinary action. Where there is reasonable suspicion that the employee is under the influence of alcohol or drugs, the supervisor should direct the employee to remain at work for a reasonable time until the employee can be safely transported home.
- D. Nothing in this policy shall be interpreted as constituting any waiver of or limitation on the City’s responsibility to maintain discipline, or the right to invoke disciplinary measures, nor the employee’s right to due process and the processing of grievances concerning such disciplinary measures in accordance with the grievance procedure outlined in Article 19.
- E. Whenever disciplinary action is used in this policy, it shall include but is not limited to; oral reprimand, written reprimand, suspension, demotion or discharge.
- F. Each employee will be given a copy of the City’s policy on Drug and Alcohol Substance Abuse.
- G. No employee’s job security or promotional opportunities will be jeopardized by their request for assistance in problems relating to alcohol and chemical abuse. Employees who refuse evaluation/diagnosis (and treatment if indicated) or who do not respond to treatment will be handled in accordance with the city policy for unacceptable job performance.

Section 9. Employee Assistance Program (EAP): The city provides an Employee Assistance Program to all full-time employees. This program is designed to help employees or family members with problems that they are experiencing in their lives. These may be family related, marital, legal issues, alcohol and drug related concerns, job related matters, or any other issues that an employee may have. This assessment and referral is a benefit paid for by the City of Mitchell.

Section 10. This article shall not supersede an employee's state or federal constitutional rights.

ARTICLE 45: WELLNESS AND PHYSICAL FITNESS

Section 1. The City and the Union agree that firefighter wellness and physical fitness are in the best interest of the City and firefighters, and that physical performance is an essential element of the job of a firefighter. The City shall allow one hour per scheduled work day for employees to perform physical fitness training.

Section 2. The City and the Union support the efforts of the International Association of Fire Fighters (IAFF) and the International Association of Fire Chiefs (IAFC) to develop wellness, fitness and physical standards for candidates and incumbents.

ARTICLE 46: MEAL ALLOWANCE

Shift employees shall be paid a Meal Allowance of \$.45/hr for each hour worked for a maximum of \$10.80 for each 24-hour shift. Meal Allowance shall not be paid for any hours of leave taken by the employee or scheduled "School Days".

ARTICLE 47: FIELD TRAINING OFFICER PAY

Field training officers (FTO) engaged in the training of new employees under authorization of the Chief of Fire/EMS, shall be compensated at the rate of \$2.50 per hour for actual hours of service. The maximum number of FTO hours that will be paid for a 24 hour shift is 19 hours. This is in addition to their regular applicable pay rates.

ARTICLE 48: EMERGENCY CLOSURES

In the event of inclement weather or emergency, the Mayor may close City Hall or other City offices for a period of time designated by the Mayor. If the Mayor closes City Hall or other City Offices, then a non-essential employee who was scheduled to work during the closure period may choose to: (i) use accrued vacation time, (ii) use accrued compensatory time, (iii) use unpaid time, or (iv) work the hours as normal. No employee is entitled to any additional compensation, increased rate of pay, or additional paid leave of any type due to a closure for inclement weather or emergency. If additional compensation or leave is awarded to any city employees in relation to a closure for inclement weather or emergency, the same will be awarded to employees who are required to stay and work during the closure period of City Hall.

ARTICLE 48: DURATION OF AGREEMENT

Section 1. This agreement shall be effective as of January 1, 2026 and shall remain in full force and effect until December 31, 2028.

Section 2. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, by registered mail, at least 180 days prior to the annual anniversary date that it desires to modify this agreement.

Section 3. In the event such notice is given, every attempt will be made for negotiations to be initiated during, or prior to the City of Mitchell budget hearings, but shall begin no later than 150 days prior to the anniversary date of this agreement.

FOR THE EMPLOYER:

CITY OF MITCHELL

Mayor Jordan Hanson

FOR THE UNION:

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL
4166

President Justin Adams

EXHIBIT A: (Article 5) AUTHORIZATION FOR PAYROLL DEDUCTION IAFF LOCAL 4166

To the City of Mitchell, South Dakota, I, _____,
hereby authorize and direct the City to deduct from my wages each month for regular biweekly membership
dues to be paid to the elected Treasurer of the Union. This authorization is revocable at any time upon my
giving the Mitchell Fire Division payroll clerk of the City, notice of cancellation, ten (10) days before any pay
period of the month.

Signature: _____

Address: _____

City: _____

Date: _____

EXHIBIT B: (Article 16) TIME TRADE AUTHORIZATION

Scheduled employee _____ Shift _____

Shift employee substituting during scheduled hours for scheduled shift

employee _____ Shift _____

Where _____

When _____
(Time) (Date) (Day of Week)

Number of Hours _____

Approved by: _____
Captain or Chief of Fire/EMS Date of Action

NOTE: In the event the shift employee working a time trade becomes sick before the work day starts or thereafter, the shift employee originally scheduled to work shall be responsible for arranging a replacement to work his part of the time trade.

EXHIBIT C: (Article 18) MITCHELL FIRE DIVISION GENERAL RULES AND REGULATIONS

1. The Mitchell Fire Division shall provide all members a copy of the General Rules and Regulations as well as a copy of the "Personnel Manual" at the start of employment, and any changes will be posted on the Mitchell Fire Division bulletin boards.
2. Each member shall read and familiarize themselves with the General Rules and Regulations pertaining to the Fire Division and the City's "Personnel Manual" shall conform to and promptly and safely obey these rules.
3. All general and special rules and regulations that are hereafter properly issued by the Chief of Fire/EMS and shall have the same authority as the General Rules and Regulations now used.
4. Violations of any of these General Rules and Regulations are considered offenses, and any member guilty of same shall be subject to disciplinary action up to and including termination from employment. The interpretation of these General Rules and Regulations is subject to the grievance procedure provided for by City of Mitchell and included in Article 19 of this agreement, except in those matters identified as being subject to the City Council appeal process in Article 33 of this agreement.
 - a. Normal chain of command shall be used for the daily operation of the Mitchell Fire Division excluding items covered by the grievance procedure:
 - 1) Battalion Chief/Station Officer
 - 2) Assistant Chief of Fire/EMS
 - 3) Chief of Fire/EMS
5. Each member shall treat all City employees and the public with courtesy, consideration, and respect.
6. Each member shall, to the best of their ability and endeavor, do their full duty.
 - a. It is the duty of each member to keep physically fit for active, efficient performance of their duties as a Fire Fighter.
 - b. It shall be the duty of each member to attend all alarms to which the company is assigned, unless excused by the Superior Officer.
 - c. Each member shall direct and coordinate his efforts to maintain the highest standards of efficiency that are possible.
 - d. No member scheduled for duty shall be absent without permission from the Officer in Charge except in case of sickness or disability. Then the member should notify the Officer in Charge of an assigned shift as soon as practical, but no later than 0700 hours on duty day. A member returning from sick leave shall notify the Officer in Charge of an assigned shift no later than 0700 hours on duty day.
 - e. No member shall feign or simulate sickness or disability or conceal the facts or make false statements of sickness or disability.
 - f. The Officer in Charge may relieve an employee who is physically or mentally unfit for duty. To determine fitness for duty the Chief of Fire/EMS or designated representative may require the

employee, or the employee may request, to submit to a fitness for duty examination by a City-designated physician.

g. Each member shall be punctual in reporting for a tour of duty.

h. Each member shall study firefighting principles and manuals and by practice in use of equipment and by participation in evolutions and strive for greater personnel efficiency and better company performance. Each member should feel a personal responsibility to use good judgment, skill, and initiative to avoid injury and loss of life and property.

i. Each member shall be held responsible for having proper personal protection equipment on the assigned apparatus, to be worn when appropriate.

j. All personal protection equipment, when deemed unfit for service by the Chief of Fire/EMS, shall be replaced on a one for one basis.

k. Smoking is prohibited in all City buildings pursuant to SDCL 22-36-2.

7. Permanent and temporary transfers of each member shall be made by the Chief of Fire/EMS.

Applicants for transfer from one station or shift to another by a member shall be made in writing, stating reasons for transfer, and forwarded through the proper channels to the Fire Chief with the approval or disapproval of the intermediate officers with their opinions stated in writing.

8. Each member shall use due caution to prevent injury or accident to other members and loss or damage to department equipment and property.

a. A member shall report to the Chief of Fire/EMS through proper channels any accident resulting in injury and/or damaging City equipment and property according to established City reporting procedures.

b. A member injured while on duty shall, as soon as possible, notify the Station Officer, giving facts and names of witnesses and complete the required forms. This shall be done in all cases no matter how slight the injury may be. The Station Officer shall file the necessary reports of said injury on the proper forms.

9. Each member is required to have a telephone at his place of residence and the telephone number on file with the Mitchell Fire Division. In case of a change of address or telephone number, the member shall report such change to the Officer in Charge within five calendar days.

10. Each member is subject to call-in at any time when an emergency requires his presence, except when on sick leave, absence due to work related injury, military leave, family sickness, or funeral leave.

11. No member shall report for duty while under the influence of alcohol or illegal drugs, nor shall any member indulge in the use of alcohol or illegal drugs while on duty or on standby. Employees are required to notify their Supervisor of any legal use of controlled drugs prescribed by a licensed physician.

12. The Mitchell Fire Division office telephone system is maintained for the transaction of Mitchell Fire Division business, and its personal use shall be limited. The office phones or phone numbers shall not be used for conducting business calls for outside or self-employment. Only under extraordinary circumstances

shall other departmental phones be used for conducting business calls for outside or self-employment during normal City business hours.

13. No solicitations by nonmembers of the Mitchell Fire Division shall be tolerated without permission from the Chief of Fire/EMS.
14. No member shall use his association with the Mitchell Fire Division as a means to solicit donations or subscriptions from the public without permission from the Chief of Fire/EMS.
15. All visitors will be courteously received but shall not be allowed to loiter about the fire stations.
16. When a member wishes to resign from the Mitchell Fire Division, two weeks' notice may be given to the Chief of Fire/EMS.
17. Upon the retirement, resignation, or dismissal from the Mitchell Fire Division, any member shall return uniforms and personal protection equipment or clothing as specified in Article 30, Section 3. Otherwise, salary which may be due will be held in forfeiture of same.
18. Each member of the Mitchell Fire Division, while engaged in training, will limit all personal phone calls that are not of an emergency nature.
19. Each member of the Mitchell Fire Division will wear the regulation duty uniforms of the Mitchell Fire Division while on duty and may wear the Mitchell Fire Division regulation duty uniform when proceeding to and from a duty station.
20. No member, while off duty, will wear the Mitchell Fire Division regulation duty uniform or any part thereof except for extra duty assignments or other functions when approved by the Chief of Fire/EMS.
21. Old work uniforms, when deemed unfit for regular station wear by the Station Officer, may be worn for maintenance projects that may deface the regulation duty uniform. Shoulder patches must be removed whenever old uniforms are no longer worn.
22. All members shall be responsible for the general housecleaning, grounds work, and maintenance at their assigned station. The amount of time spent on maintenance shall not unreasonably interfere with training practices. Major construction will be done on a volunteer basis.
23. All members shall be trained in the basic concept of firefighting as taught by the International Fire Service Training Association's set of text books published by the Department of Fire Protection at Oklahoma University.
24. Any member called in for emergency or extra duty will report to the location specified.

EXHIBIT D: (Article 19) MITCHELL FIRE DIVISION GRIEVANCE FORM

Aggrieved Employee Name _____ Date _____

Job Classification

Date of Occurrence on which Grievance is based: _____

Grievance Statement (include facts upon which the grievance is based): _____

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Contract article(s) or section(s) allegedly violated

Relief requested

Employee signature

Date

Designated Representative

If management's response to this grievance is rejected, it is the aggrieved employee's responsibility to pursue the matter, if he chooses, to the next step in the procedure. Indicate below the acceptance or rejection of Management's response at each level, and if rejected, the reasons for rejection.

Date received by Chief Officer in charge Chief Officer in Charge

Aggrieved employee initials _____

Chief Officer in Charge

Date _____ (To be signed and initialed at a face-to-face meeting between parties)

Chief Officer's response: Accepted Rejected (circle one)

Relief granted or reason for
rejection _____

Date received by Fire Chief Fire Chief

Aggrieved employee initials _____

Fire Chief

Date _____ (To be signed and initialed at a face-to-face meeting between parties)

Fire Chief's response: Accepted Rejected (circle one)

Relief granted or reason for rejection

Date filed with outside agency _____

Agency filed with _____

File number _____ Contact person _____

Date of hearing Date briefs due Date of ruling

Ruling

EXHIBIT E: COMPENSATION PLAN

2026 Compensation Plan- FT Positions- IAFF

Section 1. The City recognizes the Union as the exclusive bargaining agent for the positions of Fire Captain, Fire Marshal, Fire Fighter/EMT, Fire Fighter/Paramedic, all part-time employees and any newly created non-management uniform positions if they are eligible for membership in the unit. All references to employees hereinafter contained are to those employees covered by this agreement.

Dept	Title	GRADE	Exempt Status	Comment
FIRE/EMS	Battalian Chief	21	NON-EXEMPT	
FIRE/EMS	Fire Marshal	21	NON-EXEMPT	**not currently authorized
FIRE/EMS	Shift Lieutenant	19	NON-EXEMPT	** in conjunction with the 2nd fire station
FIRE/EMS	Firefighter/Paramedic	18	NON-EXEMPT	
FIRE/EMS	Firefighter/EMT	16	NON-EXEMPT	(1) Firefighter EMTs are eligible to move up to firefighter/paramedic after successfully completing the certification process. (2)Placement during promotion follows the promotion policy.

City of Mitchell 2026 Compensation Plan																							
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	Grade
1	28,811	29,387	29,975	30,574	31,186	31,810	32,446	33,095	33,757	34,432	35,120	35,823	36,539	37,270	38,015	38,776	39,551	40,342	41,149	41,972	42,812	43,668	1
2	30,269	30,875	31,492	32,122	32,765	33,420	34,088	34,770	35,466	36,175	36,898	37,636	38,389	39,157	39,940	40,739	41,554	42,385	43,232	44,097	44,979	45,878	2
3	31,802	32,438	33,087	33,748	34,423	35,112	35,814	36,530	37,261	38,006	38,766	39,542	40,332	41,139	41,962	42,801	43,657	44,530	45,421	46,329	47,256	48,201	3
4	33,412	34,080	34,762	35,457	36,166	36,889	37,627	38,380	39,147	39,930	40,729	41,543	42,374	43,222	44,086	44,968	45,867	46,785	47,720	48,675	49,648	50,641	4
5	35,103	35,805	36,521	37,252	37,997	38,757	39,532	40,323	41,129	41,952	42,791	43,647	44,519	45,410	46,318	47,244	48,189	49,153	50,136	51,139	52,162	53,205	5
6	36,880	37,618	38,370	39,138	39,921	40,719	41,533	42,364	43,211	44,076	44,957	45,856	46,773	47,709	48,663	49,636	50,629	51,641	52,674	53,728	54,802	55,898	6
7	38,747	39,522	40,313	41,119	41,942	42,780	43,636	44,509	45,399	46,307	47,233	48,178	49,141	50,124	51,126	52,149	53,192	54,256	55,341	56,448	57,577	58,728	7
8	40,709	41,523	42,354	43,201	44,065	44,946	45,845	46,762	47,697	48,651	49,624	50,617	51,629	52,662	53,715	54,789	55,885	57,003	58,143	59,305	60,492	61,701	8
9	42,770	43,625	44,498	45,388	46,296	47,222	48,166	49,129	50,112	51,114	52,136	53,179	54,243	55,328	56,434	57,563	58,714	59,888	61,086	62,308	63,554	64,825	9
10	44,935	45,834	46,751	47,686	48,639	49,612	50,604	51,616	52,649	53,702	54,776	55,871	56,989	58,128	59,291	60,477	61,686	62,920	64,179	65,462	66,771	68,107	10
11	47,210	48,154	49,117	50,100	51,102	52,124	53,166	54,230	55,314	56,420	57,549	58,700	59,874	61,071	62,293	63,539	64,809	66,105	67,428	68,776	70,152	71,555	11
12	49,600	50,592	51,604	52,636	53,689	54,762	55,858	56,975	58,114	59,277	60,462	61,671	62,905	64,163	65,446	66,755	68,090	69,452	70,841	72,258	73,703	75,177	12
13	52,111	53,153	54,216	55,301	56,407	57,535	58,686	59,859	61,056	62,278	63,523	64,794	66,089	67,411	68,759	70,135	71,537	72,968	74,427	75,916	77,434	78,983	13
14	54,749	55,844	56,961	58,100	59,262	60,448	61,656	62,890	64,147	65,430	66,739	68,074	69,435	70,824	72,240	73,685	75,159	76,662	78,195	79,759	81,354	82,981	14
15	57,521	58,671	59,845	61,042	62,262	63,508	64,778	66,073	67,395	68,743	70,118	71,520	72,950	74,409	75,898	77,416	78,964	80,543	82,154	83,797	85,473	87,182	15
16	60,433	61,642	62,874	64,132	65,414	66,723	68,057	69,418	70,807	72,223	73,667	75,141	76,643	78,176	79,740	81,335	82,961	84,621	86,313	88,039	89,800	91,596	16
17	63,492	64,762	66,057	67,379	68,726	70,101	71,503	72,933	74,391	75,879	77,397	78,945	80,524	82,134	83,777	85,452	87,161	88,905	90,683	92,496	94,346	96,233	17
18	66,707	68,041	69,402	70,790	72,205	73,649	75,122	76,625	78,157	79,721	81,315	82,941	84,600	86,292	88,018	89,778	91,574	93,405	95,273	97,179	99,122	101,105	18
19	70,084	71,485	72,915	74,373	75,861	77,378	78,925	80,504	82,114	83,756	85,431	87,140	88,883	90,661	92,474	94,323	96,210	98,134	100,097	102,099	104,141	106,223	19
20	73,632	75,104	76,606	78,138	79,701	81,295	82,921	84,580	86,271	87,997	89,756	91,552	93,383	95,250	97,155	99,098	101,080	103,102	105,164	107,267	109,413	111,601	20
21	81,275	82,901	84,559	86,250	87,975	89,735	91,529	93,360	95,227	97,132	99,074	101,056	103,077	105,138	107,241	109,386	111,574	113,805	116,081	118,403	120,771	123,186	21
22	89,713	91,507	93,337	95,204	97,108	99,050	101,031	103,052	105,113	107,215	109,360	111,547	113,778	116,053	118,374	120,742	123,157	125,620	128,132	130,695	133,309	135,975	22
23	99,026	101,007	103,027	105,087	107,189	109,333	111,520	113,750	116,025	118,346	120,712	123,127	125,589	128,101	130,663	133,276	135,942	138,661	141,434	144,263	147,148	150,091	23
24	109,306	111,493	113,722	115,997	118,317	120,683	123,097	125,559	128,070	130,631	133,244	135,909	138,627	141,400	144,228	147,112	150,054	153,055	156,117	159,239	162,424	165,672	24
25	120,654	123,067	125,528	128,039	130,600	133,212	135,876	138,593	141,365	144,193	147,076	150,018	153,018	156,079	159,200	162,384	165,632	168,945	172,323	175,770	179,285	182,871	25
26	133,179	135,843	138,560	141,331	144,158	147,041	149,982	152,981	156,041	159,162	162,345	165,592	168,904	172,282	175,727	179,242	182,827	186,483	190,213	194,017	197,897	201,855	26
27	147,005	149,945	152,944	156,003	159,123	162,305	165,552	168,863	172,240	175,685	179,198	182,782	186,438	190,167	193,970	197,849	201,806	205,843	209,959	214,159	218,442	222,811	27

EXHIBIT F: City of Mitchell Fire Department Light/Limited Duty

The purpose of this policy is to establish guidelines for light/limited duty for employees in the Mitchell Fire/Ambulance Service. The goals of this policy are to meet the work needs of the City and aid employees in return to normal duty. This policy is established to facilitate compliance with the medical requirements in the adoption of NFPA 1582 beginning in 2007.

General Instructions:

Light/limited duty will be temporary assignments ONLY, not to exceed six months.

Light/limited duty will be considered for those employees who have work restrictions that make them unable to perform their normal duties.

Light/limited duty will be considered when there is work available that meets an employee's work restrictions. The City may require exam and/or documentation by a physician at any time to clarify this process. The Chief or designee will determine when work is available. Job duties may fall outside normal duties for purposes of making accommodations that fall within restrictions from medical provider.

Light/limited duty will be considered only for those employees who have work restrictions for over two weeks.

Light/limited duty will not be available for those whose restrictions result from outside employment.

Light/limited duty may be required for a person on worker's compensation.

If an employee rejects the offer of light duty and has no other paid time off benefit(s) available, they will remain on family medical leave pursuant to Family Medical Leave Policy 8.5 in the City of Mitchell Policy and Procedures Manual (January, 2005).

An application to request light/limited duty must be complete by the employee and a list of work restrictions must be provided by physician to the Chief or designee in order to be considered.

Final 12/2/2010

EXHIBIT G: Paramedic Training Agreement

In order to assure that the City of Mitchell Fire/EMS Department does not invest time and money training persons for the position of paramedic without subsequently receiving the services of a fully trained paramedic for a reasonable period of time, the following agreement is made by and between the medic whose name is hereinafter set forth, hereinafter referred to as "Paramedic Candidate", and the City of Mitchell by and through the City of Mitchell Fire/EMS Division, hereinafter referred to as "The Division".

1. The Paramedic Candidate agrees to undertake paramedic training for the required period of time commencing on the date set by the Division for the enrollment of the Paramedic Candidate in the schooling and to successfully complete such training. He or she then agrees to serve as a Paramedic in the Mitchell Fire/EMS Division in any duty assignment assigned by the Division. Paramedic Candidate further agrees to devote full time to the training and subsequent service and to perform all assignments in a satisfactory manner.
2. The Division agrees to provide the paramedic training specified above, and to provide up to \$5,000 towards the direct costs related to the paramedic training. Additional costs above and beyond \$5,000 are the responsibility of the Paramedic Candidate. Such costs may include, but are not limited to, course fees, tuition, lodging, food, and additional costs.

Paramedic Candidates will provide their own transportation to training when said training is held at the Queen of Peace Teleconference Center. When the Paramedic Candidate is required to travel to Sioux Falls for class, they may be provided a City vehicle for transportation. Should a City vehicle not be available, the Paramedic Candidate will be responsible to provide their own transportation at their expense. Transportation to Field Internship sites and transportation while at the Field Internship site will be the responsibility of the Paramedic Candidate. The Division shall have no financial or liability obligations for said transportation.

It will be the Paramedic Candidates responsibility to provide his or her own lodging and meals at all times during the course of the paramedic training.

If paramedic training class is held at a time in which the Paramedic Candidate is on duty with the Division, the Paramedic Candidate may attend the training, without reduction to vacation or sick time, provided there are no fewer than the minimum staffing required to operate the shift with the Paramedic Candidates absence. If attendance in the paramedic training would result in less than minimum staffing because of the Paramedic Candidates absence, it will be the responsibility of the Paramedic Candidate to fill his or her shift. This may be done by shift trading. School days will be used while the Paramedic Candidate is attending their Field Internship. The Division will be responsible for ensuring the Paramedic Candidates regular shifts are covered for minimum staffing during this time.

3. Because many of the costs involved in training are difficult to allocate with exactitude, and damages for breach of this agreement are, likewise, difficult to assess, the Paramedic Candidate agrees to pay the Division the sum of \$10,000.00, not as a penalty, but as agreed upon liquidated damages, in the event that he or she terminates his or her employment with the Division during training, or within the first 36 months subsequent to the date he or she has been awarded a certificate or diploma by the National Registry of Emergency Medical Technicians board attesting to satisfactory completion of the minimum curriculum of the National Registry of Emergency Medical Technicians Paramedic (NREMT) exam board, or if the Paramedic Candidate fails to pass the NREMT exam. If the termination of employment occurs seven months or later after the certificate or diploma has been awarded, the liquidated damages above set forth shall be reduced by the sum of \$500.00 per full calendar month of employment following the first six months of employment. By way of example, if the paramedic candidate terminates his or her employment two weeks into the tenth month of employment, he or she will be

credited the sum of \$1,500.00 against the liquidated damages, \$500.00 for each full calendar month employed following the first six months of receiving said certificate or diploma.

4. If the Paramedic Candidate receives a disabling injury or illness that causes him or her to fail to satisfactorily complete or is dismissed during the paramedic training course or requires the termination of his or her employment, no liquidated damages will be payable.

5. The exceptions in paragraph 4 above shall not apply in the event that there is substantial evidence that the Paramedic Candidate has been dismissed as a result of misrepresenting his or her basic qualifications for employment, or has caused his or her dismissal, failure, illness or injury in an attempt to avoid paying liquidated damages under the terms of this agreement.

6. It is understood that there may be other circumstances of extreme seriousness that may require a paramedic to terminate his or her employment with the city within the time period above discussed. The City may evaluate the circumstances and determine lesser liquidated damages.

7. This document embodies the whole agreement between the parties regarding the training of the Paramedic Candidate between the parties hereto and there are no inducements, promises, terms, conditions or obligations made or entered into by the Division other than contained herein and contained in the Mitchell Fire Division Standard Operating Procedures in effect on the date of this agreement. The foregoing provisions are understood and agreed to by the undersigned.

In witness whereof the parties have executed this agreement on this _____ day of _____,
20____

CITY OF MITCHELL

Officer Candidate

By _____

EXHIBIT H: Provisions for Part-time Driver Only and Part-time EMS Only Positions

Section 1.

Exhibit H is intended to provide for certain provisions of the collective bargaining agreement between IAFF Local 4166 and the City of Mitchell to apply to the Part-time Driver Only and Part-Time EMS Only positions. Only the provisions listed in this Exhibit H shall apply to the Part-time Driver Only and Part-Time EMS Only positions and any provision of the collective bargaining agreement not invoked by this Exhibit H shall not apply to the Part-time Driver Only and Part-Time EMS Only positions.

Section 2.

Exhibit H does not alter any substantive term in the main collective bargaining agreement except as to the Part-time Driver Only and Part-Time EMS Only positions and then only to the extent that may be provided herein.

Section 3.

That Article 26 on “Duty-Incurred Injuries and Disease” shall be applicable to the Part-time Driver Only and Part-Time EMS Only positions.

Section 4.

That Article 30 on “Uniforms and Equipment” shall be applicable to the Part-time Driver Only and Part-Time EMS Only positions.

Section 5.

That Article 32 on “Replacement of Broken Items” shall be applicable to the Part-time Driver Only and Part-Time EMS Only positions.

Section 6.

That Article 39 Section 11, defining “Regular Part-time Employee”, shall be applicable to the Part-time Driver Only and Part-Time EMS Only positions except where such applicability is in conflict with the terms of this Exhibit H.

Section 7.

That Article 39 Section 12, defining “Probationary Employee”, shall be applicable to the Part-time Driver Only and Part-Time EMS Only positions except where such applicability is in conflict with the terms of this Exhibit H.

Section 8.

That Article 43 on “Discipline and Discharge” shall be applicable to the Part-time Driver Only and Part-Time EMS Only positions. As to Article 43 Section 2, “other causes” for discharge, suspension, or reductions shall include, but not be limited to, either extensive refusal to take call-ins, failure to maintain training, or both.

Section 9.

That Article 44 on “Drug and Alcohol-Free Workplace Plan” shall be applicable to the Part-time Driver Only and Part-Time EMS Only positions.

Section 10.

That no provision of the collective bargaining agreement shall be interpreted to guarantee any minimum number of hours for the Part-time Driver Only or Part-Time EMS Only position.

Section 11.

Overtime shall be applicable to the Part-time Driver Only and Part-Time EMS Only positions only if the required hours are met in Article 6, Section 1 which are according to the FLSA standards.

Section 12.

That Section 5 of Article 8 on "Wages" shall be applicable to the Part-time Driver Only and Part-Time EMS Only positions.

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	October 6, 2025	Requested By:	Stephanie Ellwein
Desired Action of City Council:	Action to Approve Agreement A2025-58.		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Agreement #A2025-58, An Agreement between Teamsters Local Union No 120 affiliated with the International Brotherhood of Teamsters and the City of Mitchell for Mitchell Police Department Employees for 2026-2028		
Explanation/Background of Agenda Item Requested:	The attached agreement is the result of tentative agreements reached in negotiations between teamsters and the City of Mitchell. All changes were discussed throughout the course of negotiations with the City Council. The proposed agreement is a 3-year agreement with wages agreed to for all three years. In 2026, wages will be increased by 3% which is a cost impact of \$104,184. In 2027 and in 2028, wages will be increased by CPI (with a minimum of 2% and a maximum of 4%). The agreement includes language that was previously agreed to in a memorandum of understanding during the current contract, allows for 12-week shifts for patrol and rotating shifts for dispatch, and requires comp time to be paid down each year (limiting future liabilities). The contract increases officer in charge pay & field training officer pay, clarifies management rights, and updates contract language to match current practices. One of the biggest changes is shift differential pay changing from 3 different types of shift differential pay, to night shift differential (6pm -6am) and weekend shift differential (6pm Friday- 6am Monday) which we believe will aid in recruitment and retention of employees. Staff recommends approval of agreement A2025-58.		

AGREEMENT BY AND BETWEEN

TEAMSTERS LOCAL UNION NO. 120

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

AND

MITCHELL POLICE DEPARTMENT

(January 1, 2026 - December 31, 2028)

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AGREEMENT

This Agreement made and entered into _____, 2025, by and between the City of Mitchell, South Dakota hereinafter referred to as the “Employer” or the “City” and Teamsters Local Union No. 120, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the “Union”.

ARTICLE 1: RECOGNITION

The Employer hereby recognizes the Union as the sole collective bargaining representative pursuant to SDCL 3-18, for all of the employees employed by the Employer in the following described unit:

All Officers and Dispatchers employed by the City of Mitchell working within the Police Division including Patrol Officers, Detectives, and Communication Specialists, excluding all Office and Clerical Employees, the Chief, Lieutenants, Sergeants, part-time Patrol Officers and all other City Employees.

As used in this Contract, where appropriate, the masculine includes the feminine, and the singular includes the plural (and vice versa).

ARTICLE 2: MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in the individual operation relating to wages, hours of work, overtime differentials and general working conditions, shall be maintained at not less than the standards in effect at the time of the signing of this Agreement, to the extent that the Employer is reasonable able. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. Any disagreement between the Local Union and the Employer with respect to this matter shall be subject to the grievance procedure.

ARTICLE 3: SEPARABILITY AND SAVING CLAUSE

If any provision of this Agreement is in contravention of the laws or regulations of the United States or the State of South Dakota, such provisions shall be superseded by the appropriate provisions of such law or regulation; so long as the same is in force and effect but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 4: BONDS

Should the Employer require an employee to give surety bond as a condition to the performance of official duties, all premiums of such bond will be paid by the Employer.

ARTICLE 5: LEGAL ACTION

The Employer shall continue in effect the insurance coverage relating to claims against the City and City Employees at no less than existing standards of coverage, unless unavailable from any source, a copy of which present policy is attached to the original of this Agreement. If any claim of action is instituted against an employee arising out of good faith performance of duties within the scope of employment of such employee, or when exercising official duties or responsibilities as an employee, and if the insurance carrier of the aforementioned insurance coverage refuses to provide legal defense and/or attorney for such claim or action, then in that event, the City shall provide the legal defense. In the event of a conflict of interest of the City's legal counsel, or for other reasons deemed appropriate by the City, the Employer may contract with a local attorney mutually agreed to between the employee and Employer to provide such defense for the employee, and will pay the court costs incurred in defense of such claim or action and the reasonable attorney fees for the attorney selected by mutual agreement for the defense, all to a total sum not to exceed five thousand dollars (\$5,000.00) for any one employee.

ARTICLE 6: STEWARDS

The City recognizes the right of the Union to designate stewards. The job stewards so designated shall perform the following duty:

- (1) Investigation and presentation of grievances to Employer or the designated Employer representative in accordance with the provisions of this Agreement.

The stewards shall be permitted a reasonable time, as time permits, to conduct necessary union business of presenting, processing and investigating grievances, during working hours without loss of pay, provided that it does not interfere with the efficient operation of the division, which determination shall be in the discretion of the duty supervisor, and provided that the steward's supervisor(s) is advised in advance of the absence. Such time spent on such necessary Union business during duty hours shall not be deducted in the computation of monthly overtime.

ARTICLE 7: BULLETIN BOARDS

The Employer agrees to provide adequate space on its bulletin boards for Union business notices. Union space will be allocated.

ARTICLE 8: MILITARY SERVICE

The Employer will conform with all of the ordinances and state statutes relating to military service; and absence for required annual military training for Guardsmen and Reservists, not to exceed fifteen (15) days, shall not affect the employee's right to receive normal vacation, sick leave, bonus, advancement and other advantages of his employment normally to be anticipated in his particular position, when such benefit is otherwise authorized by the ordinance or statute. Unusual circumstances may justify additional days under this section, and the granting of such additional day or days for such required annual military training shall be in the discretion of the Division.

ARTICLE 9: SENIORITY

Section 1. The City shall recognize that seniority shall be a factor in filling vacancies, in promotions, layoffs and recalls. Actions relating to the foregoing shall be based on seniority, fitness and ability. Fitness and ability of applicants being equal, seniority will ordinarily prevail. It is recognized that the integrity of the Police Division and its performance as a conservator of the public safety must not be jeopardized through artificial constraints resulting from the application of the principal of strict seniority. The City shall be the judge of fitness and ability, but shall not act in a capricious, arbitrary or discriminatory manner in the application of its judgment.

Section 2. Seniority shall be defined as the total length of continuous service with the Employer. It is agreed that there shall be two (2) separate classifications and two (2) separate seniority lists, that being sworn employees and non-sworn employees.

Section 3. Any new sworn personnel shall be considered probationary for a period of one (1) year, unless said probationary period is otherwise extended as provided in this Agreement. During the probationary period, employees shall have no seniority status and may be laid off or terminated in the sole discretion of the City without regard to their relative length of service. When an employee completes his probationary period as above defined, his seniority shall date back to the date of his hire. Newly hired non-sworn personnel shall be considered probationary for a period of one (1) year. The probationary period of any person may be extended up to an additional six (6) months when deemed appropriate by the Chief of Police.

Section 4. An employee's seniority and the employment relationship shall terminate for the following reasons:

- A. The employee quits or is retired.
- B. The employee is discharged and the discharge is not reversed through the grievance procedure.
- C. The employee is laid off for a period of more than one year, or is absent because of non-occupational illness or injury for a period of more than one year.

Section 5. Seniority shall apply to the bidding of shift to start the year. Dispatch will bid two times a year, no later than May 15 & November 15. The remaining positions must be bid no later than October 15 of the preceding year for the following calendar year. Seniority may be considered whenever possible for a shift that becomes available throughout the year. The division shall have the right to make special shift assignments for specific purposes, including training, special assignments and emergency situations or other justifiable needs of the division.

The City may move a dispatcher for a short time in order to properly train a new dispatcher. After the completion of the probationary training period of the new dispatcher, the employee that was displaced may take their position in the schedule.

Section 6. A current seniority list shall be posted by the Employer on the bulletin board on or about the 15th day of January, and the 15th day of July of each year that this Contract is in existence. A copy thereof will be mailed to the Union.

Section 7. No full-time employee shall be laid off as a result of part-time employees performing bargaining unit work.

Part-time employees shall receive no benefits and no more than eighty (80) hours in any two (2) week period.

ARTICLE 10: UNIFORMS AND EQUIPMENT

Section 1. The Employer will provide and issue all normally armed employees with a handgun, badges, batteries, handcuffs, flashlights, gloves and any other equipment, such as protective head gear or gloves which, in the opinion of the Employer, is needed to properly perform their duties in safety. All patches or insignias required to be placed or sewed on the uniform shall be paid for by the City. All full-time employees shall receive a yearly equipment allowance of three hundred dollars (\$300) to be used one time during the duration of this contract (3 years). Part-time union eligible employees shall receive an equipment allowance of one-hundred dollars (\$100.00) every three years. See exhibit E for complete list of department approved equipment.

Section 2. The Employer shall provide all ammunition. Ammunition for on-duty use shall be of high quality. Practice ammunition shall be furnished by the Employer. The above is in addition to “qualification” ammunition. Practice ammunition may be accumulated up to three (3) months, and officers shall be allowed to practice his/her firearm skills once a month with exceptions due to weather rescheduling, vacations etc. All ammunition must be fired in the presence of a designated firearms instructor or designee of the Chief. All ammunition must be checked out by the officer who is to fire the ammunition, and all fired brass must be returned to the division.

The firearms instructor will open the range for a minimum of two (2) hours each month for firearms shoots.

Section 3. The City agrees that if any regular employee is required to wear any kind of a uniform as a condition of his continued employment, such uniform shall be furnished by the City free of charge at the standard required by the City.

Section 4. The City agrees to replace protective vests in accordance with manufactures recommendations or every five (5) years. Protective vests will not be ordered until after completion of the FTO period & certification.

Section 5. The City shall provide protective clothing against inclement weather consistent with the assigned duties of the employee.

Section 6. All employees permanently assigned to the detective section shall be allowed a \$300.00 clothing allowance for each year of the contract length. The allowance can be pooled into one year; but cannot exceed the total amount for the contract length. *Example: detective can utilize the full \$900 in year one, but then they would not qualify for any additional allowance during the balance of the three-year contract.*

Items allowed in the clothing allowance are listed in Exhibit E

ARTICLE 11: PERSONAL PROPERTY LOSS

Section 1. Employer agrees to reimburse employee, the actual cost of employee’s personal items damaged in the line of duty, including only the following, eye glasses, the actual cost for watches not to exceed \$100.00 per incident, and, subject to prior approval of the division, personal property used in the performance of the job, including personal tape recorders, not to exceed \$100.00 per incident. It is specifically understood that the division may approve other items for use in the line of duty, for which the City shall assume no responsibility. This section does not affect items of personal property covered by or reimbursed pursuant to the South Dakota Workmen’s Compensation Laws. Any person claiming compensation for damage to property under this

Section shall make immediate notification of such damage to the Chief of Police or his designated representative. Any loss not reported within five (5) days of its occurrence shall not be allowed.

ARTICLE 12: GRIEVANCE PROCEDURE

Grievances are herein defined to be disputes involving the interpretation or application of this Agreement.

Section 1. An employee shall reduce to writing and submit to the Chief or his designated representative, any grievance within ten (10) calendar days of the occurrence, or the employee's knowledge of the occurrence of any grievance. An employee may have the Local Union Steward and/or the local business representative present at the time of the submission of the grievance to the Employer, who in the first instance shall be the Chief of Police and/or his designated representative. In the event the matter is not resolved at that level, within seven (7) days, a conference shall be arranged between the aggrieved employee, the steward and/or the business representative, and the Director of Human Resources.

Failing settlement at this level, the matter may be appealed to the Division of Labor, pursuant to SDCL 3-18-15.2.

ARTICLE 13: NON-DISCRIMINATION

The Union and the Employer agree to abide by the provisions of the state and national non-discrimination statutes and laws with respect to hiring, compensating or other terms and conditions of employment of any individual.

ARTICLE 14: COURT PAY

In the event an employee is required to make an off-duty job related court appearance, he shall be paid at one and one-half (1 ½) times his regular rate of pay, and for a minimum of two (2) hours. All court time incurred not during a regularly scheduled shift shall be overtime.

After first being advised that an off duty court appearance is required and prior to appearing in court, it shall be the responsibility of such employee to contact the designated department employee or his/her designee who maintains a list of requested off duty court appearances and confirm that court appearance is still required. This must be done the day of court, before the employee appears for court. Failure to contact this designated employee and to confirm that the court appearance is still necessary, prior to attending a work related, off duty court appearance, shall result in a loss of overtime being paid for such, as an unnecessary court appearance. If a work related, off duty court appearance is cancelled or postponed after 9 a.m. on the day of such court, an employee shall receive one (1) hour of overtime, whether or not the employee contacts the designated department employee who maintains a list of such court appearances.

Employees shall be compensated for expenses not otherwise paid or compensated for, including travel, meals, and lodging for out-of-town travel relating to out-of-town court appearances when the attendance is required, or there is not complete compensation from the calling agency, when the out-of-town court appearance results directly from police work while in the employ of the City of Mitchell. Any witness fees or travel compensation paid to the employee by any other agency shall be turned into the City, if the employee draws compensation for such travel and expenses under this Article.

If any out-of-town court appearance is required on an employee's day off, then the day off shall be rescheduled; all other non-duty court appearances resulting from City police work, shall be compensated in accordance with Article 14.

The City shall bear no responsibility for compensation for attendance or appearances resulting from off-duty activities which are non-divisional and occur outside the jurisdictional boundaries of the City of Mitchell. All arrests made within the jurisdiction of the City of Mitchell shall be deemed to be divisional.

ARTICLE 15: HOURS OF WORK

Section 1. Employees shall be paid for all authorized time spent in the employ of the Employer, subject to the time required by Section 6 of this Article.

Section 2. For Holidays Worked, refer to Article 27.

Section 3. Consistent with divisional requirements, employees scheduled to work eight (8) hours shifts shall be allowed to select their shift in twelve-week increments, provided that all eight (8) hour employees shall work each of the scheduled two twelve-week at least twice during each calendar year. No employee shall work the same shift for more than two (2) consecutive months, consistent with the Article on Seniority and consistent with divisional requirements. Special assignments will be an exception under this section.

Employees scheduled to work ten (10) hour shifts shall be allowed to select their shifts in eight twelve weeks increments, provided that all ten (10) hour employees shall work each of the scheduled eight twelve week shifts at least once during a calendar year. No employee shall work the same shift more than sixteen (16) consecutive weeks, consistent with the Article on seniority and consistent with divisional requirements.

Employees scheduled to work twelve (12) hour shifts will bid for shifts before October 15 or by a date agreed to by both parties. Then officers will rotate through the fixed, rotating schedule from that point forward. Management reserves the right to adjust officers assigned to shifts if needed due to personnel issues or changes in staffing. It is understood that the minimum staffing for 12-hour shifts would be three officers per shift.

3.1 Shift Filling for 12-hour shifts. For a shift vacancy with less than 48 hours' notice, shifts will be filled by the other shift with the same hours of work whenever possible. For example, shift 1 (day) would be filled out of shift 2 (day). Shift 3 (night) would be filled out of shift 4 (night).

To fill shifts with more than 48 hours' notice, management will post the available shift for volunteers to fill with a deadline to respond. If more than one person volunteers, the shift will be awarded by seniority.

In filling shifts, and in shift bidding, a more experienced officer will be assigned to each of the four shifts.

Section 4. Employees shall receive overtime for all hours worked in excess of employee's regularly scheduled shift assignment. Overtime shall be one and one-half (1 ½) the employee's regular rate of pay. Regularly scheduled shifts shall be eight (8) hours per day, or ten (10) hours per day, or twelve (12) hours per day, from start time to finish. Communication Specialist Employee's regularly scheduled shift may be scheduled for ten (10) hours per day or less. Overtime shall also be paid for all hours worked on a non-scheduled work day, except that an employee who trades or substitutes shifts or work days shall not be entitled

to overtime pay for working otherwise non-scheduled work days. No shift or work day trade shall be allowed without prior supervisory approval.

Section 5. Employees shall be scheduled through the division for division required extra security work for civic functions, or for other unusual or extraordinary circumstances requiring additional duty by police personnel. Work performed under this section and in excess of employee's regularly scheduled work shift shall be paid at a minimum of two (2) hours at the overtime rate. In the event of short notice staffing difficulties (48 hours or less) all reasonable efforts shall be made to have present or available full-time employees perform the work ahead of part-time employees.

Section 6. All employees shall be required to attend an annual division meeting not to exceed four (4) hours per meeting.

Section 7. All non-divisional duty performed in uniform must be approved by the division, and such approval non-divisional duty performed within the jurisdictional boundaries of the City of Mitchell, shall be considered as on-duty work for purposes of workmen's compensation and insurance, and will be subject to the direction of the division.

Any non-uniformed work performed outside of divisional schedules shall be allowed with the approval of the Chief. The Chief shall obtain the concurrence of the Mayor in the event of a denial.

Section 8. Communication Officers can bid to stay on permanent shifts as is presently provided by department policy. However, if two or more members would like to rotate shifts, the department will work with those employees to explore rotating shifts among those employees. Special assignments or minimum staffing requirements will be an exception under this section.

Section 9. Monthly work schedules will be posted ten (10) calendar days in advance of the schedule being implemented and it shall only be changed by mutual consent of the Employer and affected employee(s).

Section 10. In the event of inclement weather or emergency, the Mayor may close City Hall or other City offices for a period of time designated by the Mayor. If the Mayor closes City Hall or other non-essential City Offices, then an employee who was scheduled to work in the closed office during the closure period may choose to: (i) use accrued vacation time, (ii) use accrued compensatory time, (iii) use unpaid time, or (iv) work the hours as normal. No employee is entitled to any additional compensation, increased rate of pay, or additional paid leave of any type due to a closure for inclement weather or emergency. If additional compensation or leave is awarded to any city employees in relation to a closure (during normal office hours of 8-5 Monday- Friday) for inclement weather or emergency, the same will be awarded in equal amounts to employees who are required to stay and work during the closure period.

Section 11: Compensatory Time. Compensatory time is time off in lieu of overtime (also known as comp time). If an employee works overtime, the employee may, with the approval of the supervisor, choose to take comp time rather than overtime pay. Compensatory time shall be accumulated according to the Fair Labor Standards Act (FLSA) at the rate of time and one half (1 1/2) the regular rate of pay. Comp time shall not be counted as hours worked for the purpose of computing any overtime. An employee can accumulate no more than eighty (80) hours of compensatory time. The use of comp time shall be at the option of the employee after approval of the supervisor. The supervisor, prior to providing approval will take into consideration whether or not the use of comp time on the days requested would unduly disrupt the operations for the department. Compensatory time balances will be reduced to twenty (20) hours on December 1st of each year. Any Compensatory time above twenty (20) hours as of December 1st will be paid out to the employee before December 31st. At separation of employment, the employee will be paid for any unused comp time accumulated.

Special Circumstances: the Chief of police may authorize additional carryover, with approval of Human Resources and/or City Administrator for a specific planned purpose, such as FMLA Leave.

ARTICLE 16: BREAK TIME

Section 1. Personnel assigned to the investigations section working 8 hours per day shift, Monday through Friday, shall be granted the equivalent of two (2) fifteen (15) minute break periods without loss of pay, and a one (1) hour lunch break without pay for each scheduled work day.

Section 2. Communication Specialists, Patrol Officers, and Officers assigned to investigations section scheduled on ten (10) hour or twelve (12) hour shifts shall be granted a forty-five (45) minute lunch break, without loss of pay, and an additional fifteen (15) minute paid break during each day worked. Combining the two (2) breaks without prior authorization from a supervisor is prohibited. Because these are paid lunch breaks, employees are required to remain at their worksite so that they are ready to respond if needed during the paid lunch break.

Communication Specialists and Patrol Officers scheduled for eight (8) hour shifts shall be granted a fifteen (15) minute break and a thirty (30) minute lunch break without loss of pay during each regularly scheduled eight (8) hour shift. Because these are paid lunch breaks, employees are required to remain at their worksite so that they are ready to respond if needed during the paid lunch break.

Section 3. In the event that an employee's lunch period is interrupted by a call from the Police Division, the employee shall be entitled to take the same during the remainder of the shift.

ARTICLE 17: CITIZEN'S COMPLAINT

When any citizen makes a complaint against an employee, the employee shall have the right to face his accuser with a steward and/or the representative of the Local Union present at such meeting prior to such complaint becoming a part of the employee's official record.

ARTICLE 18: LETTER OF COUNSEL, REPRIMANDS, AND WARNINGS

During the term of this Agreement, each employee shall have a departmental file and permanent official file maintained in the Human Resources office.

Employees receiving letters of counsel, reprimand, and/or warnings shall have such actions maintained in their departmental file and shall be in effect for twelve (12) months from the date of such action. Similar letters received during the "in file" time of the original letter is renewed and will be concurrent with the subsequent letter or letters. If there are no other infractions during the "in file" time or extension thereof, the letter will be removed from the departmental file.

All information of any kind or type whatsoever to include, but not limited to, letters of commendation, awards, certificates of accomplishment or merit, concerning an employee shall be maintained in such employees permanent official file and shall be reviewed and/or released only with the written authorization of such employee.

ARTICLE 19: WORK RULES

Division General Orders on Work Rules and the Division Policy and Procedure Manual shall be reviewed upon request of the Union of the Division to ensure that they continue to meet existing conditions. Any proposed changes shall be submitted to the Union Committee or Division for consideration, but if no agreement is reached, such work rule changes can be implemented by official orders of the division when determined by the Division to be necessary to preserve the efficiency and proper operation of the Division. In an emergency, interim work rules can be established simply by order of the Chief, to be subsequently submitted to the Union for consideration as provided herein, if they are to become permanent.

ARTICLE 20: VEHICLES

Except under emergency conditions, no employee shall be required to operate a vehicle that does not comply with all state and city safety statutes, ordinances, or regulations.

The cars shall be washed and cleaned inside (vacuumed and wiped out) once each month, or as needed. Nothing in this paragraph shall relieve each officer of his responsibility to clean up any litter or debris resulting from his occupancy of that vehicle.

ARTICLE 21: COMMITTEE FOR UNION - MANAGEMENT COOPERATION

Section 1. The parties recognize that during the period in which this Agreement is in effect, problems of administration of this Agreement may arise which are not now anticipated by either party. They also recognize that during such period more mutually constructive and productive relationships are likely to exist between the City and the Union and among both management and non-management employees, if both the City and the Union continue and enlarge their respective efforts to gain a better appreciation and understanding of each others problems and objectives. They recognize that frequently what first appears to be problems or areas of conflict and disagreements, are actually the result of misunderstandings which are cleared away upon a complete and frank exchange of viewpoints and ideas. They believe that even though limitations are being placed upon formal collective bargaining negotiations through the extended period of this Agreement, a better atmosphere in which to achieve improved day-by-day relations between the parties, which they both desire, can be created through meetings of the kind described below:

Section 2. Meetings may be held during the term of this Agreement of the Committee formed as part of this Article. It is understood that such meetings may be held for the purpose of appraising and discussing the problems, if any, which arise concerning administration, interpretation or application of the Agreement or other matters which either party believes will contribute to the improvement in the relations between them within the framework of this Agreement. It is understood that such meetings shall not be for the purpose of handling grievances or conducting collective bargaining negotiations or for any purpose which in any way will modify, add to or detract from the provisions of this Agreement. In agreeing to such meetings, the parties are providing concrete evidence of their sincere desire to encourage friendly, cooperative relationships between their respective representatives at all levels and with and between all employees covered by this Agreement and to find ways to overcome difficulties, influences or attitudes which interfere with such relationships.

Section 3. This Committee shall also consider handling problems concerning the safety of working conditions. Each of the parties recognize the importance of protecting the health, life and limb of employees and the City will make every reasonable effort to improve conditions that promote health and safety among the

City employees. This Committee may make recommendations respecting conditions which in its opinion would make working conditions safer.

Section 4. The Committee shall be composed of three (3) Union Stewards, the Chief of Police, Human Resources Director, and two (2) of the Chief's designees. Any recommendations to be made by the committee to the division concerning work rules or other work directives or conditions, must be adopted by a majority of the Committee before forwarding the recommendation

ARTICLE 22: CHECK OFF

The Employer agrees that upon receiving written authorization by the employee from the Union, the Employer will deduct all dues, initiation fees and assessments designated by the Local Union. Such deductions shall be remitted by the Employer to the Local Union within fifteen (15) days from the end of the month in which such deductions occur.

ARTICLE 23: SCHOOLS AND TRAINING

Section 1. According to the needs of the Division, as determined by the Chief of Police, the City will post all available schools and training sessions. Any employee desiring to attend must request it in writing within the time period specified. In the event the employee requests training or to attend school and his or her request is granted and the employee at the time of the request for training did request a change in work schedule, the employee's schedule shall be changed to comply with the amount of time needed to attend the training or school. The employee shall be paid forty (40) hours of pay for each week while attending the training or school. In the event the training or school is less than five (5) days, the employee shall be paid eight (8) hours for each day. Upon returning he shall complete a normally scheduled work week.

Section 2. All new hired communication specialists and sworn officers shall not be allowed to work except under supervision of a qualified person until he or she is deemed qualified by the Division.

Any field training officer who is assigned a probationary employee for training may request that the probationary employee be transferred to another officer. Final determination of grant or denial of such request shall remain the sole discretion of the Chief of Police.

ARTICLE 24: DISCIPLINE, DISCHARGE OR SUSPENSIONS

The Employer shall not discharge, suspend nor discipline any employee without just cause, but in respect to discharge shall give at least one (1) warning notice of a complaint against such employee to the employee in writing and a copy of the same to the Union, except that no warning notice need be given to an employee before he is discharged or otherwise disciplined if the cause of such discharge is:

- (1) Dishonesty.
- (2) Drinking of, or under the influence of alcoholic beverage or narcotics during the work day.
- (3) Personal possession or use of illegal drugs, marijuana or LSD.

- (4) Recklessness resulting in a serious accident while on duty.
- (5) Failure to report an accident or criminal incident while on duty.
- (6) Direct failure to follow the lawful order or work directive of a superior officer or supervisor.
- (7) Conviction of a felony or class I misdemeanor (termination upon conviction of felony will be automatic; termination on the conviction of a class I misdemeanor will be in the discretion of the chief of the division).

Any employee charged with any criminal charge of a class I misdemeanor or felony in any jurisdiction shall notify the chief or assistant chief on the division of such charge, and shall notify the chief or assistant chief of the division of the disposition thereof. Such notification shall be made prior to or immediately upon the employee reporting for duty following the filing of such charge or disposition thereof.

It is understood that there are other offenses or circumstances of extreme seriousness that an employee will be discharged for without a warning letter. Depending upon the circumstances and upon just cause, a lesser discipline to include demotion, suspension, or any other appropriate disciplinary action, short of discharge, may in the discretion of the division be implemented. It is further understood that a warning notice shall mean that further disciplinary action up to and including suspension or dismissal may occur if the condition causing the issuance of the warning letter is repeated or if other circumstances justifying disciplinary action in accordance with this Article occurs during the effective time of the warning notice.

The warning notice as herein provided shall be given to the employee with a copy to the Union within ten (10) working days of said complaint or within ten (10) working days of knowledge of said complaint and shall be consistent with the time limitations of Article 18 of this Agreement. The City shall be allowed reasonable time to investigate offenses of a criminal nature that may require disciplinary action prior to the initiation of disciplinary proceedings and in such circumstances the time limits for initiating disciplinary action shall not apply.

Discharge must be by proper written notice to the employee and the Local Union. Any employee may request an investigation of his discharge.

Demotion shall be affected by written notice to the employee and the Union; the notice of demotion shall contain the terms and specifications of the length of time, effect on pay grade, or any other relevant term of the demotion, as determined by the City.

An unsatisfactory work evaluation shall result in a written reprimand; and an unsatisfactory work evaluation shall be deemed a written reprimand for the purpose of this Article. Every effort will be made to provide verbal notice to employees performing at a substandard level prior to a formal written evaluation.

If any item on an evaluation is rated unsatisfactory, the work evaluation will be deemed unsatisfactory.

The resultant reprimand will be in regard to the item or items specifically rated as unsatisfactory.

ARTICLE 25: INSURANCE

The City shall provide a health benefit plan, including hospitalization, surgical and major medical coverage, for all full-time employees in the bargaining unit electing to be covered by such plan, upon the same terms as such benefit plan is offered to the general City employees. The City may institute a preferred provider network in conjunction with its self-funded health benefit plan. Dependent and family coverage shall be at the employee's expense. Bargaining Unit members shall be entitled to participate in the dental care plan offered through the City on the same basis as such other plan is offered to the general City employees.

The City shall also provide to the members of the bargaining unit the life insurance benefit (currently at the level of \$15,000.00) which is provided to the employees of the City generally, and for which the City pays 100% of the premium.

A member of the Mitchell Police Division, as designated by the Union, shall be allowed to serve on the City's health benefit and insurance advisory committee, and shall have such rights as other employee members of the committee are afforded.

During the period that the employee is receiving workmen's compensation benefits for temporary total disability, the City shall continue to make the health benefit plan premium contribution for said employee that it was making for him at the time of injury.

Upon retirement, and to the extent and for so long as the general employees of the City are allowed to continue as a participant under the City's health benefit plan at their own expense, members of the bargaining unit, upon retirement, may continue as a participant under the City's health benefit plan, but must do so at their own expense.

ARTICLE 26: VACATIONS

Section 1: Vacation Accrual.

Employees shall earn vacation pay as follows:

DOH- end of year 5	3.08 hours per pay period (26) = 80.08 hours annually
Beginning of Year 6- End of year 12	4.62 hours per pay period (26) = 120.12 hours annually
Beginning of Year 13- End of Year 19	6.16 hours per pay period (26) = 160.16 hours annually
Beginning of Year 20+	7.70 hours per pay period (26) = 200.20 hours annually

Section 2: Maximum Accrual.

The employee shall be allowed to accrue up to twenty (20) hours of vacation over their annual accrual, but in no case shall the maximum vacation hours be more than the individual's annual accrual at the time of their anniversary date.

Section 3: Scheduling by Seniority.

Employees shall be allowed to select time off for vacation by seniority, within the practicalities of administration of the Division. Upon ninety (90) days notification to the Division, employees shall be granted time off for vacation up to the amount of earned vacation, subject to divisional requirements and manpower availability. In the event there is a conflict (if an employee requests) on the sixtieth day, seniority shall prevail and the employee or employees with the greatest seniority shall be advised their vacation time has been approved and shall not be changed unless an emergency exists. Seniority shall not apply to requests for time off within ninety (90) days of proposed time off.

Employees, upon termination or retirement, shall be paid for any unused vacation.

Section 5: Scheduling of Vacation.

Vacation pay shall be the hours the employee would normally have been scheduled to work. Employer shall allow at least two (2) employees off per shift for vacation, schools, military leave and emergency leave, subject to minimum staffing requirements, manpower availability, and administrative necessities.

Section 6: Negative Accrual.

Employees will be allowed to go up to -40 hours in vacation accrual per year to use as approved by their supervisor. The negative balance will be reduced as the employee continues to accrue new leave. If the employee terminates employment before the negative balance has been recouped; the remaining negative balance will be deducted from the employee's final paycheck. Requests resulting in a negative accrual will be considered after the seniority requests are received.

ARTICLE 27: HOLIDAYS

Section 1: Holidays Recognized. The following days will be recognized and observed as holidays as they occur during an employee's regular work period: New Year's Day, Good Friday (1/2 day), Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Native American Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day (1/2 day), Christmas Day, Presidents day, Martin Luther King day, and such other days as may be designated from time to time by the City Council.

Holidays will be observed on the day that they fall.

No more than 1/2 of the regularly shift will be counted as holiday for the 1/2 day holiday. As shown below:

8 hour scheduled shift	= 4 hours holiday
10 hour scheduled shift	= 5 hours holiday
12 hour scheduled shift	=6 hours holiday.

Section 2: Holidays Scheduled to Work. In the event an employee is scheduled to work on any of the above named holidays, the employee shall receive time and one-half (1 1/2) per hour for all hours worked,

Section 3: Holiday Call-in. Any employee not scheduled to work on a holiday and then is called into work, shall receive two (2) times the hourly rate for all hours worked in addition to the scheduled holiday at the employee's straight time rate of pay.

An employee who is scheduled to work a holiday but is required to come in early or stay after the scheduled shift, or any employee mandated to work overtime, shall receive two (2) times the hourly rate for hours worked outside of their scheduled shift.

Section 4: Holiday Special Event (4th of July fireworks example). If an employee is scheduled to work a special event on a holiday; they receive 2x for all hours worked during the special event.

Section 5: Holiday Hours Off. Employees are credited 8 hours in recognition of the following holidays: New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Native American Day, Veteran's Day, Thanksgiving Day, Christmas Day, President's Day, and Martin Luther King Day. Employees are given credited 4 hours off in recognition of Good Friday and Christmas Eve Day. This totals 96 hours of holiday hours off per year. These holiday hours off are incorporated into the employee's schedule as shown below.

Employees on a twelve (12) hour shift schedule will receive 96 hours of holidays scheduled in twelve (12) hour increments, for a total of 8 holiday shifts.

Employees on a ten (10) hour shift schedule will receive 96 hours of holidays scheduled in ten (10) hour increments for a total of 9 holiday shifts + 6 holiday hours off.

Employees on an eight (8) hour shift schedule will receive 96 hours of holidays scheduled within the employee's schedule.

ARTICLE 28: JURY DUTY

Any regular full-time employee called upon and selected for jury duty shall advise his supervisor upon receipt of such call. The fulltime employee shall be paid eight (8) hours pay at his regular straight time hour rate for each regularly scheduled work day lost because of absence on such jury duty, provided that any and all jury fees received by the employee are turned over to the Employer.

ARTICLE 29: DEATH IN FAMILY

In the event of a death in the immediate family, an employee will be permitted to take three (3) days of bereavement leave. Additional days may be granted by the Division Head and the time will be charged to annual leave. Family is defined as: husband, wife, child, step-children, legal guardian child, parent, foster parent, step-parent, brother, step-brother, sister, step-sister, parent or foster parent of spouse, grandparents, grandchildren great-grandchildren, son-in-law and daughter-in-law. The term also includes a spouse's equivalent of the above. In the event of a funeral of a relative outside the immediate family, or close friend, an employee may take a reasonable amount of annual leave if approved by the Chief of Police or person in charge in the event of the absence of the Chief.

ARTICLE 30: PROMOTIONS

Promotions to positions within the sworn personnel in the bargaining unit shall be filled from lists of employees and personnel obtained through open and competitive examinations and interviews. All otherwise qualified personnel shall be allowed to test for promotion and no test results older than one (1) year shall be considered in promotion selection. All personnel considered for a promotion shall take the same test but no personnel shall take the same identical test consecutively.

Service requirements shall be determined by the Division.

In the event there are no qualified employees with the required service time, consideration may be given to those employees who are qualified, but have not achieved the service requirement.

If a permanent job vacancy occurs within the bargaining unit in the non-sworn personnel and it is the City's decision that such job shall be filled, the job will be posted for a period of five (5) working days exclusive of the day of posting during which time all employees will be permitted to bid for the job. The City will post on all appropriate bulletin boards in the Division a notice that the vacancy exists and furnish a copy to the Union. Any employee desiring to apply for said vacancy shall sign such notice at his home station. Permanent assignment to the vacancy will not be made until the notice has been posted for five (5) working days. Eligible employees unable to sign because of absence due to compensable injuries, sickness or vacation, shall be considered as having signed the notice. Within thirty (30) working days after the closing date as specified in the

Notice of Posting, the City will indicate on the posted notice the employee who is selected for the vacancy and notify the Union of the selection. The criteria for awarding job openings shall be seniority, ability, experience and personal qualities required for the job.

Any pay increase awarded following a position promotion will follow the standard City policy on promotional pay increases.

ARTICLE 31: PAY PERIODS

Section 1. All employees covered by this Agreement shall be paid in full bi-weekly.

Section 2. Employees will be issued separate checks for grievance and back pay settlements.

ARTICLE 32: SICK LEAVE

Section 1. Each employee shall accrue sick leave at the rate of one (1) day per month. Sick leave shall accrue each pay period in the following manner. Employees shall earn 3.7 hours of sick leave per each of the 26 pay periods.

Employees shall be allowed to use sick leave for their own sickness or injuries and will be allowed to use up to forty (40) hours of sick leave annually for the care and attendance of their husband/wife (or equivalent), children, step-children, foster-children, legal guardian child, or parent for sickness, injury and/or health care appointments. An additional forty (40) hours of the employee's sick leave can be used for an employee's immediate family (Parent, spouse, child step child, step parent) if verification of the illness or the appointments are provided to the supervisor/department head when the additional hours are used. Use of additional accrued sick leave may be requested according to the Family Medical Leave Act.

Section 2. Upon separation of employment other than retirement prior to January 1, 2021, an employee will be eligible for payout of 1% per year of service of their accrued sick leave starting at the beginning of year six, and under the condition the employee is separating on good terms and has provided two weeks' notice to the City. The maximum payout for separation of employment is 25% of the accrued hours.

Upon separation by retirement prior to January 1, 2021, (defined by SDRS) death or layoff (reduction in force), an employee or beneficiary will be eligible for a payout of 25% of all accrued sick leave at the employees current rate of pay. Pay will be calculated at the current hourly rate of the employee at the time of such separation. Payment upon separation by retirement will be paid at the time of such retirement separation.

Upon separation of employment other than retirement after January 1, 2021, an employee will be eligible for payout of 1% per year of service of up to 1,500 hours of their accrued sick leave starting at the beginning of year six, and under the condition the employee is separating on good terms and has provided two weeks' notice to the City. The maximum payout for separation of employment is 25% of 1,500 hours.

Upon separation by retirement after January 1, 2021, (defined by SDRS) death or layoff (reduction in force), an employee or beneficiary will be eligible for a payout of 25% of up to 1,500 hours of accrued sick leave at the employees current rate of pay. Pay will be calculated at the current hourly rate of the employee at the time of such separation. Payment upon separation by retirement will be paid at the time of such retirement separation. The maximum amount of payout for retirement is 25% of 1,500 hours.

Section 3. Employees injured on the job, shall be paid the difference between workmen's compensation and the employee's regular pay for a period of up to ninety (90) days, provided that the employee's own negligence is not the substantial cause for the injury or disability.

ARTICLE 33: PENSIONS

Pensions shall remain as now provided through and be governed by the South Dakota Retirement System.

ARTICLE 34: WAGES AND LONGEVITY

Section 1. Wages and promotional steps shall be in accordance with Exhibit A, attached hereto; provided however, in respect to all employees, that as an additional qualification for position step advancement, the employee must have a satisfactory evaluation rating for the prior 12 month. It is further understood in respect to any employee who for any reason spends more time in a particular pay grade than is regularly scheduled, as per the applicable Exhibit (A or B), the additional months will not be counted for purposes of pay grade placement within the step promotional system; in other words, each employee shall be required to spend not less than the regularly scheduled time in each grade prior to advancement to the next pay grade step.

The wage rates for 2026 are attached in Exhibit A, and include a 3% increase from the 2025 wage rates.

The wage rates for 2027 will be increased by the July 2026 Midwest CPI-U, with a minimum increase of 2% and a maximum increase of 4%. If the July 2026 Midwest CPI-U is below 2%, the wage rates will be increased by 2%. If the July 2026 Midwest CPI-U is above 4%, the wages will be increased by 4%.

The wage rates for 2028 will be increased by the July 2027 Midwest CPI-U with a minimum increase of 2% and a maximum increase of 4%. If the July 2027 Midwest CPI-U is below 2%, the wage rates will be increased by 2%. If the July 2027 CPI-U is above 4%, the wage rates will be increased by 4%.

Section 2: Shift Differential. In addition to the employee's regular pay, Patrol Officers and Communications Specialists shall receive differential pay in accordance to the following schedule for the shift worked:

\$1/hour Shift Differential for all hours worked between 6:00 pm – 6:00 am

And

\$1/hour Weekend Shift Differential for all hours worked from 6:00 pm Friday- 6:00 am Monday

Detectives who are scheduled to work patrol duties on a patrol shift, will also qualify for Shift Differential.

Section 3: Shift Changes. Any employee assigned to work any other shift than what they were scheduled, shall receive an additional fifty cents (.50) per hour shift differential. This includes scheduled and unscheduled short-term shift reassignments and scheduled training.

Section 4: Officer In Charge. Any patrol officer or communication specialist who shall be in charge of a shift or portion of a shift, shall be entitled to an additional one dollar fifty cents (\$1.50) per hour for all hours in charge.

Section 5: Detective On Call Pay. Detectives who are on-call shall receive eight (8) hours of pay for every week they are on-call.

Detectives who are on call on a designated holiday shall receive an additional two (2) hours of overtime pay.

Section 6: Call In Pay. Any employee who is called in to work outside of their regularly scheduled work shift after having left the premises, shall be paid OT for a minimum of two hours. The two-hour minimum shall not apply to employees working their regular shift for that day, or to any employee who voluntarily alters their work schedule, or to any employee who attends any non-mandatory or mandatory training. The two hour minimum also does not apply if the employee can handle the call remotely (ie via telephone, mobile device, computer, etc.) and does not require the employee to travel to his or her customary workplace. If an employee is called in less than 2 hours before the start of their shift, they will receive overtime for the hours worked prior to the start of the shift.

Section 7: Field Training Officer Pay. Employees designated as field trainers engaged in the training of new employees, shall be compensated at the rate of two dollars fifty cents (\$2.50) per hour for actual hours of service in the training of new employees, in addition to their regular applicable pay rates.

Section 8: Longevity. Bargaining union employees hired prior to January 1, 2020 shall be entitled to longevity compensation in accordance with the longevity compensation plan as from time to time applied by City to City employees generally.

ARTICLE 35: DRUG AND ALCOHOL TESTING

In compliance with the City's Drug and Alcohol Free Workplace Policy the City of Mitchell reserves the right to implement random drug and alcohol testing.

ARTICLE 36: MANAGEMENT RIGHTS

Section 1. The Employer shall have the right to exercise customary and ordinary functions of management, subject to and consistent with the terms and conditions of this Agreement.

Section 2. The Division Manual shall have full force and effect and shall be the official order of the Police Division, except as the same may be modified by the terms of this Agreement.

ARTICLE 37: NO STRIKE CLAUSE

Section 1. During the period of this Agreement, there shall be no strikes, stoppages, slowdowns, picketing or other interference with the operations of the City nor shall there be any abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by individuals, or by concerting action with others.

Section 2. The City may discipline or discharge any employee who engages in any of the activities referred to in Section 1 of this Article, and such action shall not be subject to grievance and arbitration, upon any ground other than that the employee did not take part in any such activity.

ARTICLE 38: MISCELLANEOUS

Any Officer hired after January 1, 2008 shall be subject to the terms and conditions mutually agreed upon by the City and Union outlined in Exhibit D.

ARTICLE 39: CANINE OFFICER

During the time that the City of Mitchell utilizes a canine officer, the city agrees as follows:

Section 1: At the conclusion of the canine's service career, the ownership of the animal may be transferred to its canine handler.

Section 2: The canine officer shall be allowed to use one day of accumulated sick leave due to the death of his/her canine.

Section 3: Consistent with the FLSA, the canine officer will receive .50 hours of pay per day for the daily care of the canine, which will count towards hours worked that day.

Section 4: The city agrees to pay for the boarding facility for one week while the canine officer is on vacation. The canine officer shall not receive the additional canine officer compensation for that week.

Section 5: The canine officer will receive \$1.00/hour special duty pay, for hours worked as the canine officer. However, special duty pay will not be included for the .50 hours of pay listed in Section 3.

Section 6: The Canine officer does not qualify for shift differential or shift change pay.

ARTICLE 40: DURATION

Section 1. This Agreement shall be in full force and effect from January 1, 2026 to and including December 31, 2028, and shall supersede any prior Agreements between the parties.

Section 2. Either party may serve upon the other a notice prior to the 1st day of July of the contract year, advising that said party desires to revise or change terms or conditions of said Agreement. Nothing contained in this Contract shall be deemed however, to extend the effective date of this Contract beyond December 31, 2028.

For the City of Mitchell

For the Union
Teamsters Local Union No. 120

Its Mayor

President Local 120

Its Business Agent

Exhibit A: Wage Schedule

2026 Compensation Plan- FT Positions- Teamsters					
Dept	Title	GRADE	Exempt Status	Union	Comment
PD	Detective	18	NON-EXEMPT	TEAMSTERS	
PD	Police Officer	17	NON-EXEMPT	TEAMSTERS	includes CRO as certified officer
PD	Lead Communications Specialist	13	NON-EXEMPT	TEAMSTERS	
PD	Communications Specialist	12	NON-EXEMPT	TEAMSTERS	(3) In future- if Lead Communication Specialist is added, it is graded in WG 13.

City of Mitchell 2026 Compensation Plan																								
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	Grade	
1	28,811	29,387	29,975	30,574	31,186	31,810	32,446	33,095	33,757	34,432	35,120	35,823	36,539	37,270	38,015	38,776	39,551	40,342	41,149	41,972	42,812	43,668	1	
2	30,269	30,875	31,492	32,122	32,765	33,420	34,088	34,770	35,466	36,175	36,898	37,636	38,389	39,157	39,940	40,739	41,554	42,385	43,232	44,097	44,979	45,878	2	
3	31,802	32,438	33,087	33,748	34,423	35,112	35,814	36,530	37,261	38,006	38,766	39,542	40,332	41,139	41,962	42,801	43,657	44,530	45,421	46,329	47,256	48,201	3	
4	33,412	34,080	34,762	35,457	36,166	36,889	37,627	38,380	39,147	39,930	40,729	41,543	42,374	43,222	44,086	44,968	45,867	46,785	47,720	48,675	49,648	50,641	4	
5	35,103	35,805	36,521	37,252	37,997	38,757	39,532	40,323	41,129	41,952	42,791	43,647	44,519	45,410	46,318	47,244	48,189	49,153	50,136	51,139	52,162	53,205	5	
6	36,880	37,618	38,370	39,138	39,921	40,719	41,533	42,364	43,211	44,076	44,957	45,856	46,773	47,709	48,663	49,636	50,629	51,641	52,674	53,728	54,802	55,898	6	
7	38,747	39,522	40,313	41,119	41,942	42,780	43,636	44,509	45,399	46,307	47,233	48,178	49,141	50,124	51,126	52,149	53,192	54,256	55,341	56,448	57,577	58,728	7	
8	40,709	41,523	42,354	43,201	44,065	44,946	45,845	46,762	47,697	48,651	49,624	50,617	51,629	52,662	53,715	54,789	55,885	57,003	58,143	59,305	60,492	61,701	8	
9	42,770	43,625	44,498	45,388	46,296	47,222	48,166	49,129	50,112	51,114	52,136	53,179	54,243	55,328	56,434	57,563	58,714	59,888	61,086	62,308	63,554	64,825	9	
10	44,935	45,834	46,751	47,686	48,639	49,612	50,604	51,616	52,649	53,702	54,776	55,871	56,989	58,128	59,291	60,477	61,686	62,920	64,179	65,462	66,771	68,107	10	
11	47,210	48,154	49,117	50,100	51,102	52,124	53,166	54,230	55,314	56,420	57,549	58,700	59,874	61,071	62,293	63,539	64,809	66,105	67,428	68,776	70,152	71,555	11	
12	49,600	50,592	51,604	52,636	53,689	54,762	55,858	56,975	58,114	59,277	60,462	61,671	62,905	64,163	65,446	66,755	68,090	69,452	70,841	72,258	73,703	75,177	12	
13	52,111	53,153	54,216	55,301	56,407	57,535	58,686	59,859	61,056	62,278	63,523	64,794	66,089	67,411	68,759	70,135	71,537	72,968	74,427	75,916	77,434	78,983	13	
14	54,749	55,844	56,961	58,100	59,262	60,448	61,656	62,890	64,147	65,430	66,739	68,074	69,435	70,824	72,240	73,685	75,159	76,662	78,195	79,759	81,354	82,981	14	
15	57,521	58,671	59,845	61,042	62,262	63,508	64,778	66,073	67,395	68,743	70,118	71,520	72,950	74,409	75,898	77,416	78,964	80,543	82,154	83,797	85,473	87,182	15	
16	60,433	61,642	62,874	64,132	65,414	66,723	68,057	69,418	70,807	72,223	73,667	75,141	76,643	78,176	79,740	81,335	82,961	84,621	86,313	88,039	89,800	91,596	16	
17	63,492	64,762	66,057	67,379	68,726	70,101	71,503	72,933	74,391	75,879	77,397	78,945	80,524	82,134	83,777	85,452	87,161	88,905	90,683	92,496	94,346	96,233	17	
18	66,707	68,041	69,402	70,790	72,205	73,649	75,122	76,625	78,157	79,721	81,315	82,941	84,600	86,292	88,018	89,778	91,574	93,405	95,273	97,179	99,122	101,105	18	
19	70,084	71,485	72,915	74,373	75,861	77,378	78,925	80,504	82,114	83,756	85,431	87,140	88,883	90,661	92,474	94,323	96,210	98,134	100,097	102,099	104,141	106,223	19	
20	73,632	75,104	76,606	78,138	79,701	81,295	82,921	84,580	86,271	87,997	89,756	91,552	93,383	95,250	97,155	99,098	101,080	103,102	105,164	107,267	109,413	111,601	20	
21	81,275	82,901	84,559	86,250	87,975	89,735	91,529	93,360	95,227	97,132	99,074	101,056	103,077	105,138	107,241	109,386	111,574	113,805	116,081	118,403	120,771	123,186	21	
22	89,713	91,507	93,337	95,204	97,108	99,050	101,031	103,052	105,113	107,215	109,360	111,547	113,778	116,053	118,374	120,742	123,157	125,620	128,132	130,695	133,309	135,975	22	
23	99,026	101,007	103,027	105,087	107,189	109,333	111,520	113,750	116,025	118,346	120,712	123,127	125,589	128,101	130,663	133,276	135,942	138,661	141,434	144,263	147,148	150,091	23	
24	109,306	111,493	113,722	115,997	118,317	120,683	123,097	125,559	128,070	130,631	133,244	135,909	138,627	141,400	144,228	147,112	150,054	153,055	156,117	159,239	162,424	165,672	24	
25	120,654	123,067	125,528	128,039	130,600	133,212	135,876	138,593	141,365	144,193	147,076	150,018	153,018	156,079	159,200	162,384	165,632	168,945	172,323	175,770	179,285	182,871	25	
26	133,179	135,843	138,560	141,331	144,158	147,041	149,982	152,981	156,041	159,162	162,345	165,592	168,904	172,282	175,727	179,242	182,827	186,483	190,213	194,017	197,897	201,855	26	
27	147,005	149,945	152,944	156,003	159,123	162,305	165,552	168,863	172,240	175,685	179,198	182,782	186,438	190,167	193,970	197,849	201,806	205,843	209,959	214,159	218,442	222,811	27	

Exhibit C: Longevity

Years of Service	Longevity Amount	Years of Service	Longevity Amount
1	\$50.00	16	\$800.00
2	\$100.00	17	\$850.00
3	\$150.00	18	\$900.00
4	\$200.00	19	\$950.00
5	\$250.00	20	\$1000.00
6	\$300.00	21	\$1050.00
7	\$350.00	22	\$1100.00
8	\$400.00	23	\$1150.00
9	\$450.00	24	\$1200.00
10	\$500.00	25	\$1250.00
11	\$550.00	26	\$1300.00
12	\$600.00	27	\$1350.00
13	\$650.00	28	\$1400.00
14	\$700.00	29	\$1450.00
15	\$750.00	30	\$1500.00
		30+	\$50.00 for each year of service

Explanation of Schedule

The above schedule is to be given out annually in the month of December.

Exhibit D: MITCHELL POLICE DIVISION TRAINING AGREEMENT

In order to assure that the City of Mitchell Police Department does not invest time and money training persons for the position of officer without receiving the services of a fully trained officer for a reasonable period of time, the following agreement is made by and between the officer whose name is hereinafter set forth, hereinafter referred to as "Officer Candidate", and the City of Mitchell by and through the City of Mitchell Police Division, hereinafter referred to as "The Division".

1. The Officer Candidate agrees to undertake basic training at the South Dakota Law Enforcement Training Center for the required period of time commencing on the date set by the City of Mitchell for the enrollment of the candidate in the schooling and to successfully complete such training. He or she then agrees to serve as an officer in the Mitchell Police Division in any duty assignment assigned by the Division. Officer Candidate further agrees to devote full time to the training and subsequent service and to perform all assignments in a satisfactory manner.
2. The Division agrees to provide the law enforcement training specified above, to furnish food and lodging on the premises for the Officer Candidate while in training and to pay the Officer Candidate a wage during and subsequent to training as specified in the Mitchell Police Division policy manual.
3. Because many of the costs involved in training are difficult to allocate with exactitude and damages for breach of this agreement are, likewise, difficult to assess, the Officer Candidate agrees to pay the Division the sum of \$15,000.00, not as a penalty, but as agreed upon liquidated damages, in the event that he or she terminates his or her employment with the Division during training or within the first 36 months subsequent to the date he or she has been awarded a certificate or diploma by the Commission on Law Enforcement and Criminal Justice attesting to satisfactory completion of the minimum curriculum of the South Dakota Law Enforcement Training Center. If the termination of employment occurs seven months or later after the certificate or diploma has been awarded, the liquidated damages above set forth shall be reduced by the sum of \$500.00 per full calendar month of employment following the first six months of employment. By way of example, if the officer candidate terminates his or her employment two weeks into the tenth month of employment, he or she will be credited the sum of \$1,500.00 against the liquidated damages, \$500.00 for each full calendar month employed following the first six months of receiving said certificate or diploma.
4. If the officer candidate receives a disabling injury or illness that causes him or her to fail to satisfactorily complete or is dismissed during the basic training camp or requires the termination of his or her employment, no liquidated damages will be payable.
5. The exceptions in paragraph 4 above shall not apply in the event that there is substantial evidence that the Officer Candidate has been dismissed as a result of misrepresenting his or her basic qualifications for employment, or has caused his or her dismissal, failure, illness or injury in an attempt to avoid paying liquidated damages under the terms of this agreement.
6. Officer Candidate also states that the information placed on his or her formal application and that given for background investigation is accurate and complete to the best of his or her knowledge and belief. He or she recognizes that any breach of this agreement will be reported to future employers making inquiry.
7. It is understood that there may be other circumstances of extreme seriousness that may require an officer to terminate his employment with the city within the time period above discussed. The City may evaluate the circumstances and determine lesser liquidated damages.
8. This document embodies the whole agreement between the parties regarding the training of the officer candidate between the parties hereto and there are no inducements, promises, terms, conditions or obligations

made or entered into by the Division other than contained herein and contained in the Mitchell Police Division Policy Manual in effect on the date of this agreement.

The foregoing provisions are understood and agreed to by the undersigned. In witness whereof the parties have executed this agreement on this 7th day of November, 2022.

CITY OF MITCHELL

Officer Candidate

By _____
Chief of Police

Exhibit E: Defined Approved Equipment List:

For Dispatch:

- * Boots/Shoes that are required for specific work in which Communications Specialist is assigned to, and within standards of department policy.
- * Personal clothing items such as watches (as mandated to have by policy, belts, and hot/cold weather clothing (i.e. undershirts).

For Patrol:

- * Boots/Shoes that are required for specific work in which an Officer is assigned to, and within the standards of department policy.
- * Hot/cold weather clothing to include but not limited to undershirts, long-johns, gloves (leather-frisk and/or cold weather).
- * Additional duty belt items such as pouches, handcuffs, flashlights, cuff keys, multi-tools, and folding knives not exceeding 6" in length.
- * Personal clothing items such as watches (as mandated to have by policy), and belts.
- * All items must be department standard approved colors and without "excessive" advertisement on them as deemed fit by supervisors. Any other items purchased outside of this listing must be approved prior to purchase by the Chief of Police or his designee.

For Detectives:

- * Footwear suitable for plainclothes, business casual or professional settings, including boots or shoes.
- * Weather specific garments such as jackets, vests, and coats.
- * Hot/cold weather clothing to include but not limited to undershirts, long-johns, gloves (leather-frisk and/or cold weather).
- * Additional duty belt items such as pouches, handcuffs, flashlights, cuff keys, multi-tools, and folding knives not exceeding 6" in length.
- * Personal clothing items such as watches (as mandated to have by policy), and belts.
- * All items must be department standard approved colors and without "excessive" advertisement on them as deemed fit by supervisors. Any other items purchased outside of this listing must be approved prior to purchase by the Chief of Police or his designee.

Clothing List for Detectives

- * Business casual attire to include pants collared shirts, undershirts, and belts (no jeans).
- * Professional attire to include suit pants, suit jackets, collared shirts, belts, and ties.
- * Weather specific garments such as jackets, vests, and coats.
- * Footwear suitable for plainclothes, business casual or professional settings, including boots or shoes.

CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	October 6, 2025	Requested By:	Stephanie Ellwein
Desired Action of City Council:	Action to Approve Agreement A2025-59: An agreement between the City of Mitchell and Mitchell City Employees AFSCME Local 2922.		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Agreement #A2025-59, An Agreement between the City of Mitchell and Mitchell City Employees AFSCME Local 2922		
Explanation/Background of Agenda Item Requested:	The attached agreement is the result of tentative agreements reached in negotiations between AFSCME and the City of Mitchell. All changes were discussed throughout the course of negotiations with the City Council. The proposed agreement is a 3-year agreement with wages included. In 2026, wages will be increased by 3% a cost impact of \$157,599.53. In 2027 and in 2028, wages will be increased by CPI (with a minimum of 2% and a maximum of 4%). The agreement requires comp time to be paid down each year (limiting future liabilities), allows employees to use more sick leave towards family sick leave, and requires CDL positions to obtain their CDL within 6 months of hire (versus 12 months). Staff recommends approval of agreement A2025-59.		

AGREEMENT

Between

CITY OF MITCHELL

And

MITCHELL CITY EMPLOYEES

AFSCME LOCAL 2922

JANUARY 1, 2026 TO DECEMBER 31, 2028

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AGREEMENT

This agreement entered into this _____ of _____, 2025 but effective January 1, 2026, by and between the City of Mitchell, a political subdivision of the State of South Dakota, hereinafter referred to as the "City", and Local 2922, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

PREAMBLE

This agreement sets forth all terms and conditions of employment for all recognized employees, as established under Article 1 of the agreement, on matters such as rates of pay, hours of work, and fringe benefits.

As part of an ongoing effort for the City and Union employees to better serve the public, the agreement provisions are also intended to promote efficiency in work performance and provide an equitable and peaceful procedure to resolve disputes in interpreting and applying the terms of this agreement.

ARTICLE 1: RECOGNITION

Section 1.0 The City recognizes the Union as the sole and exclusive bargaining agent for all the full time and regular part-time employees of the City of Mitchell, excluding elected officials, police officers, managers, confidential employees, exempt employees, seasonal and casual employees and supervisors.

Section 1.1 All regular part-time employees of the City shall earn benefits based upon a prorated basis equal to their standard equivalent workday. For the purpose of this agreement, regular part-time employees shall be defined as an employee whose normal schedule of work is more than 1560 hours in a calendar year.

For the purpose of this agreement the seasonal employee shall be defined as an employee whose employment is fixed at the time of employment not to exceed four (4) consecutive months, but may be extended at four (4) consecutive month segments provided the total period of employment does not exceed one (1) year and is for the purpose of meeting staffing shortages, seasonal needs, staffing short term projects and relieving for employee absences, or is irregular and casual.

Section 1.2 The City will not make any agreement with any individual, group or organization for the purpose of undermining the Union or which is in conflict with this agreement.

ARTICLE 2: MANAGEMENT RIGHTS/EMPLOYEE RIGHTS

Section 2.0 It is understood and agreed by the parties that the Employer possesses the sole right to operate the agency so as to carry out its statutory mandates and all management rights repose in the Employer unless specifically modified by this agreement; likewise, all rights guaranteed to the employee and union by law are retained unless specifically modified by this agreement.

Section 2.1 The exercise of management rights shall not be used for the purpose of undermining the Union or discriminating against any employee.

ARTICLE 3: HOLIDAYS

Section 3.0 The following holidays shall be recognized and observed as paid holidays:

New Year's Day; Martin Luther King, Jr. Day; President's Day;; Memorial Day; Juneteenth; Independence Day; Labor Day; Native Americans Day (second Monday in October); Veterans' Day; Thanksgiving Day; Christmas Eve (December 24 1/2 (PM); and Christmas Day.

Section 3.1 Full time employees shall receive eight (8) hours pay for each of the holidays listed above. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

All regular part-time employees shall receive holiday pay based upon a prorated basis equal to their standard equivalent workday.

Section 3.2 Employees shall be eligible for pay for the holiday falling within a pay period for which they have received compensation.

Section 3.3 Employees who are scheduled to work, or who are called into work on a holiday that is not part of their regular schedule shall receive, in addition to their holiday pay, overtime pay at one and one half (1 ½) times their usual rate for all hours worked.

Section 3.5 An employee on annual leave during a holiday will receive holiday pay and will not be charged for that day as annual leave.

Section 3.6 In the event the President of the United States, the Governor of the State of South Dakota, or the Mayor should declare a holiday in addition to those days set forth in Section 3.0, then such holiday shall be celebrated as a paid holiday in addition to those days set forth in Section 3.0 of this article. Days declared a holiday for state employees only by the Governor shall not apply.

ARTICLE 4: ADMINISTRATIVE LEAVE DAY

The City will provide 8 hours of administrative leave to employees on the payroll as of January 1st, of each year. These hours are to be used the day after Thanksgiving, allowing offices to close. If an employee is required to work that day, the administrative leave day can be used on another day before December 31 of that same year. The administrative leave day cannot be carried forward to the next year. The administrative leave day is not a holiday, and it does not qualify for any holiday pay provisions outlined in the union agreement.

ARTICLE 5: VACATIONS

Section 5.0 Employees shall accrue annual paid vacation leave starting immediately upon employment at the rate specified below:

DOH- end of year 5	3.08 hours per pay period (26)	= 80.08 hours annually
Beginning of Year 6- End of year 12	4.62 hours per pay period (26)	= 120.12 hours annually
Beginning of Year 13- End of Year 19	6.16 hours per pay period (26)	= 160.16 hours annually
Beginning of Year 20+	7.70 hours per pay period (26)	= 200.20 hours annually

All regular part-time employees of the City shall accrue vacation based upon a prorated basis equal to their standard equivalent workday.

Section 5.1 The rate of vacation pay shall be the employee's regular rate of pay times the number of hours that would have been worked had the employee not been on vacation.

Section 5.2 Vacation leave must be scheduled with the employees' supervisor at the earliest possible time prior to the use of such leave. Vacation requests submitted before March 15th shall be determined by seniority. Vacation requests submitted after that date shall be determined in order of first received for that time period. The supervisor must approve or deny the vacation within five (5) working days. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall be given his choice of vacation period. Vacations may be taken in fifteen (15) minute increments.

Section 5.3 Any accrued and unused vacation shall be paid to the employee or the employee's estate on termination of employment.

Section 5.4 Vacation hours not used during the calendar year in which they are earned may be carried over into successive years. The maximum allowable accrued vacation shall be no more than twenty (20) hours over the employee's current annual accrual level.

Section 5.5 Any hours above the maximum accrual will be lost if not used by the last day of the payroll in which the employee's hire date occurs.

Section 5.6 When an employee's vacation time falls on a holiday, such time is not to be subtracted from the employee's vacation leave balance.

Section 5.7 Employees will be allowed to go up to -40 hours in vacation accrual per year to use as approved by their supervisor. The negative balance will be reduced as the employee continues to accrue new leave. If the employee terminates employment before the negative balance has been recouped; the remaining negative balance will be deducted from the employee's final paycheck. Requests resulting in a negative accrual shall be treated as if they were received after March 15, for seniority purposes.

ARTICLE 6: SICK LEAVE

Section 6.0 Introductory and regular full-time employees will receive sick leave credits at the following rate:

3.70 hours per each of the 26 pay periods for a total of 96.20 hours annually

Section 6.1: Sick Leave Pay In the event of illness an employee will receive sick leave hours equivalent to their regularly scheduled shift hours for each regular workday he/she is absent from work to the extent of his/her earned sick leave credits. Employees shall be charged for sick leave only for absence on days when they would otherwise work and receive pay.

Section 6.2: Using Sick Leave Sick leave shall be guaranteed to employees using the following guidelines:

1. When an employee is incapacitated for the performance of their duties due to illness, injury, pregnancy, and/or confinement. This will also coincide with the Family Medical Leave Act (FMLA) if it is a qualifying event.
2. If an employee's immediate family (parent, spouse, child, step child, step parent) is suffering from an illness or injury, up to forty (40) hours of sick leave may be utilized. An additional forty (40) hours of the employee's sick leave can be used for an employee's immediate family (parent, spouse, child, step child, step parent) if verification of the illness or the appointments are provided to the supervisor and/or department head when the additional hours are used. The total hours used cannot exceed 80 hours.
3. For a medical, dental, or optical examination or treatment.
4. When, through exposure to illness, the presence of the employee at his/her post of duty would jeopardize the health of others.
5. For the birth of a child.
6. The Department Supervisor may require a doctor's certification to establish the employee illness.
7. When an employee's sick leave extends beyond three (3) workdays, the City may require a doctor's certification clearing the employee for a return to work.

Section 6.3 An employee absent from work due to illness or disability shall notify his/her immediate Supervisor before scheduled to work, or as soon as possible. If an emergency situation exists, indicate the nature of the situation and the expected length of absence. If an employee is absent three (3) consecutive days without proper notification he/she will be considered to have voluntarily resigned his/her position. Any employee found to have abused his/her sick leave privileges may be subject to disciplinary action.

Section 6.4: Carry-Over of Sick Leave Sick leave benefits not used during the calendar year in which they were earned may be carried over and used during the succeeding calendar years.

Section 6.5: Reimbursement of Accrued Sick Leave Upon retirement from employment with the City prior to January 1, 2021; as defined by the South Dakota Retirement System, twenty-five percent (25%) of the accrued sick leave balance will be reimbursed at the employee's current wage rate. Upon separation of employment other than retirement prior to January 1, 2021, an employee will be eligible for a payout of 1% per year of service of their accrued sick leave retroactive to their first year of employment, starting at the beginning of year 6 under the condition the employee separated on good terms and has provided two weeks' notice to the City. The maximum payout for separation of employment is 25%.

Retirements that occur after January 1, 2021: Upon retirement from employment with the City after to January 1, 2021; as defined by the South Dakota Retirement System, twenty-five percent (25%) of the accrued sick leave balance, up to a maximum of 1,500 hours will be reimbursed at the employee's current wage rate. Upon separation of employment other than retirement after January 1, 2021, an employee will be eligible for a payout of 1% per year of service of their accrued sick leave, up to the maximum of 1,500 hours retroactive to their first year of employment, starting at the beginning of year 6 under the condition the employee separated on good terms and has provided two weeks' notice to the City. The maximum payout for separation of employment in either scenario is 25% of 1,500 hours.

Section 6.6 The City shall treat Maternity Leave the same as any other temporary disability. Three (3) days' sick leave shall be granted, upon request, for paternity leave. Up to five (5) full days may be granted if there are medically verified complications with the mother or child. All sick leave under this section shall be taken within the first thirty (30) days following the birth and/or adoption of the child.

Section 6.7 Workers Compensation. South Dakota Workers' Compensation Law requires that an employee report all work-related injuries or illnesses within three (3) days knowledge of the occurrence. If any injury should occur, notify your supervisor or the Human Resources Department immediately.

This fund is designed to protect employees against medical costs and salary loss as a result of injuries while on the job. The City pays the contribution cost for this coverage. If an employee is injured on the job, all eligible work-related medical costs would be paid as well as the compensation rate for salary loss as set by the State of South Dakota.

Any employee involved in any on-duty accident shall immediately report accident and any physical injury sustained to his/her Supervisor. When required by the City, the employee before starting his/her shift, shall complete an accident report on forms furnished by the City and shall supply all available names and addresses of witnesses of accident. The employee shall receive a copy of the accident report that is submitted to the employer.

Failure to comply with this policy may be grounds for disciplinary action by the City. All employees shall also immediately report all safety hazards to his/her Supervisor. In the event an employee encounters an open and obvious danger at the work site, he/she may refuse to work at such site until such time as proper safety measures and/or tools are available.

A full-time employee injured on the job and in the line of duty, and who is, by direction of a medical doctor temporarily unable to work, and who is entitled to workers compensation payments shall be allowed up to 90 eight-hour days (or 42 twenty-four hour days for 24 hour shift employees) of injury leave without charge to the employee's sick leave account. The rate of pay while on injury leave shall be the difference between the employee's regular daily rate of pay (gross) being received at the time of injury and the employee's daily benefit entitlement under the applicable Workers' Compensation Law.

An employee who has used the entire injury leave benefit provided by this section (i.e. 90 eight hour days or 42 twenty-four hour days) may elect to use accumulated sick or annual leave, on a day for day non pro-rated basis, to continue receiving the difference between his daily regular gross pay, and his daily Workers' Compensation benefit as provide above.

Employee benefits shall continue uninterrupted while an employee is on injury leave as defined by this section, including while sick or annual leave is applied. Annual, sick, and holiday leave, earned while on injury leave, shall accrue at the employee's regular rate.

The City may at any time require examination or re-examination of an employee by a medical doctor for the purpose of determination of continued eligibility for injury leave benefits.

Section 6.8: Sick Leave Donations In the event an employee has a serious or life-threatening illness, the employee or Department Head may submit a request for the Sick Leave Donation by completing the required form in appendix E of this document. The completed Sick Leave Donation Request Form will be submitted to the Human Resources Office.

The Sick Leave Donation Request form should also include any relevant information that the applicant wishes to disclose to the committee and donating employees related to his/her condition. It should be noted that the employee's signature on the Sick Leave Donation Request Form authorizes the release of the information the employee has elected to disclose. The Sick Leave Donation Committee will review the request form to determine eligibility to receive donated hours from other employees.

The Committee shall consist of two (2) members of the union, two members from management, and the Human Resources Director. The Committee will determine if the applicant is approved for donations. The decision to grant such a request lies solely at the Committee's discretion, and is not subject to the grievance procedure.

The Employee will be notified of the approval or denial of the request. If approved, the Human Resources Office will notify employees of the request for a sick leave donation to solicit donations. Donation forms can be sent to the City Human Resources office until the donation period has ended. Once donation forms have been received, the Human Resources Office will submit them for processing.

Upon approval the following guidelines apply:

1. Maximum of two hundred (400) hours of donated time in a 12-month period (counted from the first date of donated sick leave used)
2. No requests for less than five (5) working days will be accepted, unless those days are to be added on to an already in progress leave of more than ten (10) days.
3. Employees approved for donations must use all sick leave, accumulated vacation, and compensatory time prior to receiving any donated hours.
4. Donating employees are allowed to donate a maximum of forty (40) hours for each request received; the donating employee's sick leave accrual balance cannot be less than one hundred twenty (120) hours after donating sick leave.
5. Leave requested must meet the guidelines by the IRS for the use or donation of leave to avoid additional tax penalties to the donating employee or to the employee receiving donated leave.
6. The Committee will set the ending date for the donation period.

If a request is denied a letter will be provided to the requesting employee via email or hand delivery.

ARTICLE 7: FUNERAL LEAVE

Section 7.0 A paid funeral leave of up to three (3) days will be granted to any regular full-time employee to attend the funeral of a member of his/her family. A member of his/her family shall be interpreted to mean husband, wife, son, daughter, father, mother, brother, sister, grandmother, grandfather, grandchild, step-son, step-daughter, step-father, step-mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law of the employee, or domestic partner, or spouse's equivalent.

Section 7.1 Funeral Leave as set forth in Section 6.0 shall be with full pay and benefits and shall not be deducted from any other paid leave.

ARTICLE 8: INSURANCE AND PENSION

Section 8.0 The City offers major medical insurance to all eligible employees upon written application. The City reserves the right to make program modifications to the Employee Benefit Plan as may be necessary from time to time to maintain and improve the effectiveness, quality and cost-effectiveness of the plan. This plan is negotiated yearly by the insurance committee and agreed to by the City Council.

Section 8.1 Health and Dental Insurance Benefits for newly hired regular full-time employees are effective the first day of the month following thirty (30) days of employment.

Section 8.2 There shall be a Health Insurance Committee appointed by the Mayor, and shall include one employee chosen by the Union. The committee shall review the health insurance plan annually. The committee shall request and review bids for the health insurance plan when deemed necessary.

Section 8.3 The City will not make any change in the health and dental insurance coverage during the contract year without negotiations with the Union except for changes mandated by state or federal law or the provider.

Section 8.4 In the event of an employee's termination of employment (except for gross misconduct) or reduction of hours, the employee, spouse, and dependent children are entitled by law to purchase continuing health care coverage under the City's group plan for up to 18 months. If the employee or any family member is disabled, the disabled individual and non-disabled family members are entitled to an additional 11 months of continuation coverage. In the event of an employee's death, divorce, legal separation, or retirement the employee's family have the option of purchasing continuing coverage under City's group health plan for up to thirty-six (36) months.

Employees or qualified beneficiaries electing extended coverage (COBRA) are responsible for paying the cost of the extended health care coverage. The purchase price of continuing coverage is the full cost of the premium the City pays for similarly situated active employees, plus administrative costs. During the eleven (11) months of extended coverage for disabled employees or their family members, the cost of the premium rate may increase. By enrolling in the Health Care Continuation Plan (COBRA), employees and his/her family members receive the benefit of purchasing the same extensive coverage provided to active employees at favorable group rates.

This continuing coverage terminates before the expiration of the 18-, 29-, or 36- month period if the employee or qualifying family members becomes covered under another group health plan that provides comparable

benefits and does not penalize the newly covered individual(s) for preexisting conditions. The City's continuing coverage also terminates if premiums are not paid on time or if the City discontinues all of its group health plans for all employees.

In order for the City to meet its legal obligations in providing continuing health care coverage, all employees must inform the Human Resources Department within sixty (60) days of a change in status such as divorce or legal separation or when a dependent child reaches 26 years of age. It also is essential that the Human Resources Department have a current address for all employees and family members. This policy statement is a brief description of the Health Care Continuation Plan and does not fully explain employee's rights. Employees should read the notice he/she receives when he/she first enrolls, or upon termination, in the group health plan or the Summary Plan Description for a full explanation. Copies of the notice and Summary Plan Description can be obtained from the Human Resources Department.

All benefits granted in this Section are subject to change due to State or Federal law mandates.

Section 8.5 The City shall provide each employee with a \$15,000.00 term life insurance policy at no cost to the employee.

Section 8.6 The City shall provide dental insurance with benefits as negotiated by the insurance committee and agreed to by the City Council. The City shall pay one hundred per cent (100%) of the premium for employee coverage.

Section 8.7: Retirement Benefit An employee hired prior to January 1, 2016, who retires from the City of Mitchell through SDRS or who is accepted into the SDRS Disability Program may elect to remain in the health insurance plan until he or she reaches the age of 65 or otherwise qualifies to enroll in the Medicare program, the Exchange, or the retiree qualifies for a different health plan through another employer. The retiree must pay 100% of premium cost to remain enrolled in the City health insurance plan. An employee's spouse is eligible for enrollment in the City health insurance plan only if enrolled prior to the employee's retirement. An employee will not be able to add a spouse to the plan except during regular open enrollment times. A discount on the retiree rate will be granted to retirees that meet the following stipulations: (a) the employee must have completed 10 consecutive years of service with the City of Mitchell, and (b) the employee must be retired through SDRS or SDRS Disability, and satisfy the following conditions: Class A employees must be age 60 or older, Class B Public Safety employees must be age 50 or over and meet the Rule of 75, and those on SDRS Disability do not have age requirements. The discounted rates are available only to those employees hired prior to January 1, 2013.

ARTICLE 9: LEAVES OF ABSENCE

Section 9.0 Employees shall be eligible for leave of absence without pay for up to ten (10) days duration with prior approval from their Department Head. The leave may be extended beyond the ten (10) day limit for good reasons. Leaves of absence shall not be denied without good cause. Before being eligible for a leave of absence the employee must have exhausted all vacation benefits.

Section 9.1 Employees while on leave of absence shall accrue seniority and benefits and employees shall be returned to the position they held at the time the leave of absence was granted when they return from the leave of absence.

Section 9.2 Employees who are summoned for jury duty or if legally required to testify as a witness on city matters during assigned work hours shall receive their regular pay. Any juror fees received for serving on the jury will be returned to the City. Mileage and expenses reimbursement shall be retained by the employee.

Section 9.3 Any employee who is a duly qualified member of any Reserve Component of the United States Armed Forces shall be entitled to receive military training with the armed forces of the United States and shall be entitled to a leave of absence from City work for a period not to exceed fifteen (15) work days, in any one military fiscal year. At the conclusion of such service, the employee shall be entitled to return to city employment without loss of status, pay, or seniority, provided the employee is still able to perform the duties of the city position. The employee shall give the Department Head at least thirty (30) work days' notice of the need for Military Training Leave prior to the time of the leave. The employee must return to the city position immediately upon being relieved from such military service and not later than the time herein limited for such unless prevented from so returning by physical or mental disability or other such cause not due to the employee's own fault, or unless the employee is required by proper authority to continue in such military service beyond the time herein limited for military training leave. An employee may be eligible to receive the difference between their military pay received and their authorized salary, provided that the military pay is less than the authorized City salary. This difference may not be paid to exceed fifteen (15) regular working days in any one (1) calendar year. In order to receive compensation, the employee must file a statement of earnings from the military with the Finance Department payroll clerk. The period of military service will be counted as full service with the City for the purpose of accruing leave.

Section 9.4 Any employee who enlists or is called into Active Duty for the military service or the United States or who, voluntarily enlists for active duty shall be granted military leave for the time necessary to permit completion of the military service.

In order to have re-employment rights, a person leaving active duty in the military service of the United States must apply to the city for re-employment within 90 days after his/her separation from active duty, or within 90 days after his/her release from hospitalization continuing after such separation for not more than one year. This applies to inductees and enlistees, as well as to reservists and National Guard members performing full active duty, as opposed to initial duty for training, or active or inactive duty training, or other active duty where different re-employment rights are defined by Federal Statute.

Section 9.5 Any employee who requests a leave of absence because of official Union business shall receive an unpaid leave of absence not to exceed ten (10) days per year. No more than five (5) employees may use leave of absence at one time.

ARTICLE 10: HOURS OF WORK

Section 10.0 The forty (40) hour workweek shall begin at 12:00 AM Sunday and end at 11:59 Saturday.

Section 10.1 During a regular scheduled day of eight (8) continuous hours or more an employee shall be entitled to a lunch period of not more than one (1) hour and two paid fifteen-minute breaks. The lunch period of thirty to sixty (30-60) minutes may be unpaid if uninterrupted. Employees who work less than an eight (8) continuous hour shift are entitled to one fifteen-minute paid break every four (4) hours worked. Shift workers and employees working in varied work locations or stations shall take breaks when able during the shift.

Section 10.2 Except for emergency situations, work schedules shall not be changed without one week notice unless the changes are mutually agreed upon by the Union and the City.

Section 10.3 Flex scheduling is defined as “an occasional alteration of the start/stop time in the regularly scheduled work hours”. This arrangement may be allowed if the schedule or work permit and it is mutually agreed upon by both employee and supervisor.

Section 10.4 The City payroll is biweekly systems in which you receive pay every two (2) weeks. The normal pay periods consist of two forty (40) hour workweeks, making a total of 80 hours. Payday falls every other Friday following the close of a pay period at 11:59 PM on the preceding Saturday. All payroll is direct deposited on the appropriate day.

Section 10.5 In the event of inclement weather or emergency, the Mayor may close City Hall or other City offices for a period of time designated by the Mayor. If the Mayor closes City Hall or other non-essential City Offices, then an employee who was scheduled to work in the closed office during the closure period may choose to: (i) use accrued vacation time, (ii) use accrued compensatory time, (iii) use unpaid time, or (iv) work the hours as normal. No employee is entitled to any additional compensation, increased rate of pay, or additional paid leave of any type due to a closure for inclement weather or emergency. If additional compensation or leave is awarded to any city employees in relation to a closure during normal business hours (Monday- Friday 8- 5pm) for inclement weather or emergency, the same will be awarded in equal amounts to employees who are required to stay and work during the closure period that occurred during normal business hours (8-5 pm Monday- Friday).

ARTICLE 11: WAGES

Section 11.1 The wage rates for 2026 are attached as Appendix A and include a 3% increase from the 2025 wage rates.

Section 11.2

The wage rates for 2027 will be increased by the July 2026 Midwest CPI-U, with a minimum increase of 2% and a maximum increase of 4%. If the July 2026 Midwest CPI-U is below 2%, the wage rates will be increased by 2%. If the July 2026 Midwest CPI-U is above 4%, the wages will be increased by 4%.

Section 11.3

The wage rates for 2028 will be increased by the July 2027 Midwest CPI-U with a minimum increase of 2% and a maximum increase of 4%. If the July 2027 Midwest CPI-U is below 2%, the wage rates will be increased by 2%. If the July 2027 CPI-U is above 4%, the wage rates will be increased by 4%.

Section 11.4 The City shall provide a clothing allowance of up to \$250.00 per year as approved by the supervisor. The City shall also provide any clothing mandated by state or federal law.

Section 11.5 In addition to the above wage rates, each bargaining unit employee hired prior to January 1, 2020 shall receive longevity pay according to the following schedule: Fifty dollars (\$50) per year for each year of service completed to be paid in a separate check in the first pay period in December annually.

Section 11.6 The City shall reimburse employees for the use of their personal vehicle for City business at the applicable State rate. If a City vehicle is not available it shall be at the higher rate. If a City vehicle is available it shall be at the lower rate.

Section 11.7 The City shall pay for required DOT physicals for bus drivers.

Section 11.8 During the term of this collective bargaining agreement and/or any extensions thereof, should any recognized bargaining unit reach a signed agreement that results in higher wage increases or across-the-board benefits than provided to bargaining unit employees represented by AFSCME Local 2922 for each respective year of the Agreement, the City agrees to adjust the wages and across-the-board benefits of AFSCME bargaining unit employees to the equivalent amount.

Section 11.9 Employees are eligible for a step increase annually, on their anniversary date, if they receive a satisfactory performance rating for the prior 12 months to receive the step increase as shown in the pay plan.

ARTICLE 12: FAMILY AND MEDICAL LEAVE

Section 12.0 The Family and Medical Leave Act of 1993 (FMLA) guarantees the right of eligible employees to take up to a total of twelve (12) weeks of leave per year, either in one continuous absence or on an intermittent basis, for one or more of the following reasons:

- (a) Upon the birth of the employee's child;
- (b) Upon the placement of a child with the employee for adoption or foster care;
- (c) When the employee is needed to care for a child, spouse, or parent who has a serious health condition; or,
- (d) When the employee is unable to perform the functions of their position because of a serious health condition.
- (e) Employees with a spouse, son, daughter, or parent on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation may use their 12-weeks entitlement to address certain qualifying exigencies. Eligible employees may take up to 26 weeks of leave to care for a covered service member during a single 12-month period.

Section 12.1 If the employee has accrued paid time available the employee shall utilize the paid time available prior to any unpaid leave during the FMLA 12 week leave.

Section 12.2 During the term of family or medical leave, the employee shall receive any group health, life and dental benefits that were in effect at the time of the commencement of such leave or new benefits which are provided by the employer during the FMLA leave. Group health, life and dental insurance shall be continued in force for the duration of family or medical leave and the City shall continue to pay that portion of benefits normally paid by the employer.

Section 12.3 During the FMLA leave, the employee shall remain on the seniority list and continue to accrue seniority.

Section 12.4 Upon expiration of an absence under this article, the employee shall be reinstated to the same position held at the time such leave commenced or an equivalent position with the same or an increase in pay, benefits, and other terms and conditions of employment. No employee shall be interfered with, discriminated against, disciplined, or otherwise restrained from exercising their rights under the Family and Medical Leave Act.

ARTICLE 13: CALL IN PAY

Section 13.0 Any employee called in to work outside of their regularly scheduled work shift shall be paid for a minimum of two (2) hours work at one and one-half (1 1/2) times their regular rate of pay. In the event that the employee is required to work longer than one hour such employee shall be paid one and one-half (1 1/2) times their regular rate of pay for all hours worked which are outside of their regularly scheduled work shift.

Section 13.1 If the call time assignment and the employee's regular shift overlap, the employee shall be entitled to work his regular shift.

Section 13.2 If called in to work before the beginning of the scheduled shift, an employee may request compensatory time, in lieu of overtime pay. Compensatory time or call-in pay shall be paid at the rate of 1 ½ times the number of hours actually worked.

Section 13.3 Call-in Pay shall be classified as an overtime class of pay.

ARTICLE 14: OUT OF CLASS PAY

Section 13.0 Any employee who is required to do work in a higher pay range shall receive the higher rate of pay for all hours worked in that classification.

ARTICLE 15: ON-CALL PAY

Section 15.0 An employee who is scheduled for on-call time during other than normal working hours shall receive on call compensation in the amount of eight (8) hours per week.

Section 15.1 The employee shall be paid in accordance with Section 12.0 if called in to work.

Section 15.2 Department Heads shall prepare an on-call list and make it available for all employees concerned. Employees who are on call shall not trade on call dates without the approval of the Department Head.

ARTICLE 16: OVERTIME

Section 16.0 Overtime is defined as the cumulative hours that are worked in all classifications in addition to the cumulative forty (40) hours worked in all classifications in a one-week period.

Section 16.1 Overtime shall have the prior approval of the Department Supervisor. Such request and determination of overtime/comp time shall be reduced to writing on the prescribed form and filed with the Finance Officer promptly along with the employee's time sheet.

Section 16.2 Overtime shall be compensated at the rate of time and a half (1 ½) the regular rate of pay for each hour worked over forty (40) hours cumulative in all classifications. If an employee is paid at more than one rate during the workweek, then regular rate of pay shall mean the averaged (weighted rate according to FLSA) hourly rate for the week.

Section 16.3 Comp time, annual leave hours (vacation), and sick leave hours paid for but not worked shall not be used for the purpose of computing any overtime.

Section 16.4 Holiday hours shall count as time worked in computing overtime pay.

Section 16.5 If an employee works overtime, the employee may, with the approval of the Department Head or designee, choose to take compensatory time instead of overtime pay. Compensatory time shall be awarded at the rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. The days to be taken off shall be at the option of the employee with the approval of the Department Head or designee. An employee may accumulate no more than eighty (80) hours of compensatory time off. Compensatory time balances will be reduced to twenty (20) hours on December 1st of each year. Any Compensatory time above twenty (20) hours as of December 1st will be paid out to the employee before December 31st with the longevity check in December. Upon termination of employment, the employee will be paid for any unused comp time. Upon termination of employment, the employee will be paid for any unused comp time.

Section 16.6 Overtime is to be distributed equally to all employees of a department. If an employee is requested to work overtime and because of other conditions and commitments cannot perform the overtime work assigned, then the Supervisor will attempt to find a qualified employee to work the overtime. The employee scheduled to work the overtime shall immediately notify the Superintendent of any conflict so that the Supervisor may select and obtain a qualified employee to perform the overtime work prior to the conclusion of the workday.

ARTICLE 17: SENIORITY

Section 17.0 Seniority shall mean an employee's length of continuous service with the city since their last date of hire. The principal of seniority shall govern and control in all conditions of employment. An employee's continuous service shall be broken by voluntary resignation, discharge for just cause, and retirement. There shall be no deduction from continuous service for any time lost which does not constitute a break in service.

Section 17.1 The City will provide the name and the department of a new eligible employee to the Union President within 10 business days of the employee's start date. No employee shall be added to the seniority list until they have completed six (6) months of service with the City. All employees hired by the City shall for the

first six (6) months be on probationary status. During the probationary period the employee shall have no seniority status, and may be laid off terminated at the sole discretion of the city without regard to their relative length of service. Probationary employees shall be entitled to receive the City health insurance and dental plans on the first of the month following thirty (30) days of employment, and City retirement plan, sick leave, vacation, and paid holidays from the date of hire.

Section 17.2 The employer shall keep the seniority list up to date at all times and will post an up to date seniority list on department bulletin boards. A copy of the seniority list shall be furnished to the Union when it is posted.

Section 17.3 If a job is to be consolidated, or eliminated (other than by retirement or voluntary separation) which would result in the elimination of a job or lay-off of an employee, the City shall do the following:

- (a) Provide sixty (60) days' notice to the Union and employee.
- (b) Within sixty (60) days of the Union's receipt of notice of lay-off an employee whose job is eliminated may bump an employee with less seniority in any City department provided that the employee meets the minimum qualifications of the job. An employee who is bumped by an employee with more seniority shall then be allowed to bump an employee with less seniority in any department provided that the employee meets the minimum qualification of the job. Employees who bump into another position must be able to do the new job within thirty (30) work days.
- (c) Employees who bump into a position shall be placed on the step within the corresponding pay grade for the new position based on the employees' prior and related experience. This determination shall be made by the appropriate management personnel but subject to the grievance procedure.
- (d) Any employee whose job is eliminated or who lost his position by being bumped under paragraph (b) will be placed on a lay off status in accordance with the terms of this contract and may apply for open positions as provided in Section 16.4.
- (e) In the event that an employee terminates employment due to FMLA leave expiration, and that employee is rehired by the City to an open position within twelve (12) months of the termination; the employee's prior years of service will be recognized for the purposes of vacation accrual only, as if their employment had been continuous upon the rehire.

Section 17.4 Transfers and promotions shall be posted City wide for five (5) working days. The City may advertise AFSCME job openings to the general public at the same time but city employees shall be given first chance to fill the job if they have the ability and qualifications. The City shall award all job openings based on seniority, qualifications, and ability. Employees are not eligible for transfers and/or promotions during their initial -month probationary period unless no other non-probationary employees apply for the opening prior to the closing date of the job posting.

Section 17.5: Trial Period Should a transferred or promoted employee decide within 14 calendar days of transfer to return to their former position, the employee shall make the request to their current department head and shall be returned to their former position within 14 calendar days, if that former position has not yet been filled or eliminated. Should a transferred or promoted employee request to return to their former position after the 14-calendar day requirement, the request shall be decided based on the vacancy status of the position.

The employer may return the employee within 30 calendar days to their previous position during the trial period if they are not able to carry out the duties of the position to which they had been transferred or promoted, if that former position has not yet been filled or eliminated.

ARTICLE 18: GRIEVANCE PROCEDURE

Section 18.0 Definitions:

A. Grievance: A complaint by an employee, or a group of employees, based on an alleged violation, misinterpretation or inequitable application of any existing agreement, contract, ordinance, resolution, policy, rule, regulation or law.

B. Employee: An employee of the City and may include an individual or group of employees who are similarly affected by a grievance.

C. Days: All days referred to shall be calendar days.

Section 18.1 Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this agreement, contract, ordinance, resolution, policy, rules, regulations and laws, may be processed during working hours without loss of pay and shall be settled as hereinafter set forth.

Section 18.2 Step One: The employee, and/or his Union representative, who feels that he has a dispute or grievance shall discuss the matter with the supervisor within twenty-one (21) days of the event leading to the dispute or grievance, or the employees' knowledge of its occurrence. The Supervisor shall attempt to resolve the matter within fourteen (14) days.

Section 18.3 Step Two: If the matter is not resolved at Step One, the Union representative, or his designee, with or without the employee, shall present in writing the grievance or dispute to the Department Head within fourteen (14) days of the meeting with the Supervisor. The Department Head shall attempt to adjust the matter and shall respond, in writing, to the Union representative and the employee within fourteen (14) days.

Section 18.4 Step Three: If the matter is not resolved at Step Two, it shall be presented to the Human Resource Director within fourteen (14) days from the date of the written response of the Supervisor. The HR Director shall hold a hearing to investigate and resolve the matter within fourteen (14) days of receipt of the grievance. The HR Director shall respond in writing, to the Union and the employee within fourteen (14) days of the hearing.

Section 18.5 Step Four: If the matter is still unsettled, either party may, within thirty (30) days after the reply of the HR Director, submit the matter to the South Dakota Department of Labor, Division of Labor and Management for resolution.

Section 18.6 Either party may appeal the decision of the Department of Labor as prescribed by law.

Section 18.7 An employee who has been dismissed or suspended may submit a grievance starting at Step Three of the grievance procedure.

Section 18.8 In the event the employee filing the grievance, or alleging and asserting that a dispute exists, or in the event that the Union files a grievance or alleges a dispute, fails to comply with any time limitation herein such failure shall constitute a withdrawal of the grievance or claimed dispute. The failure of the City to comply with any time limitation shall constitute a settlement of the grievance in accordance with the requested remedy. Time limitations may be extended by mutual agreement of the parties in writing.

Section 18.9 No employee or group of employees shall be reprimanded, disciplined, or discriminated against for exercising their rights under this Article.

Section 18.10 An employee who is called into any conference, interview, or meeting that could in any way lead to being disciplined or terminated or have any effect on his/her personal working conditions shall have the right to be represented or not represented by a union representative of their choice. Without union representation the employee may choose not to participate in the meeting.

ARTICLE 19: DISCIPLINARY ACTIONS

Section 19.0 No employee shall be disciplined or discharged without just cause. If just cause is determined, disciplinary action shall be progressive considering the seriousness of the offense and the past record. Rules, orders, and penalties shall be reasonable and applied evenly and without discrimination.

Section 19.1 If just cause is determined, disciplinary action may include any of the following:

1. **Reprimand:** The Supervisor may reprimand any employee for just cause. Such reprimand will be in writing and addressed to the employee. A signed copy will be placed in the employees' personnel folder with a copy to the Union.

2. **Probation:** Upon finding just cause, the employer may place an employee on probation for a period of not more than six (6) months. A written notice of such action will be issued by the Department Head or designee to the employee with a copy to the Union.

3. **Suspension:** The Employer may suspend without pay any employee for just cause for a period or periods not to exceed forty work days in a twelve-month period; no single suspension will be more than ten (10) working days. The Department Head or designee will notify the employee concerned in writing no later than one (1) day after the suspension is made effective. A copy of the written notification, which will include reasons for and the duration of the suspension, will be placed in the employee's file. A copy of the written notification shall be given to the Union.

4. **Dismissal:** The Employer shall not dismiss any employee without just cause. The employee involved will first be suspended with pay for a period of one (1) working day. The employee shall have the right to receive a written statement of the reasons for dismissal, which shall be provided to the employee at the time of the dismissal. A copy of the statement will be placed in the employee's personnel file and a copy to the Union.

Section 19.2 Records of disciplinary action shall be maintained in the employee's personnel folder but time in effect shall be limited to one (1) year.

Section 19.3 Any disciplinary action may be the subject of the grievance procedure as set forth in Article 18 of this contract.

ARTICLE 20: DISCRIMINATION

Section 20.0 The City will not interfere with, restrain or coerce the employees covered by this agreement because of membership in or activity on behalf of the Union. The City will not discriminate in respect to: hire, tenure of employment or any term or condition of employment against any employees covered by this agreement because of membership or activity on behalf of the Union, nor will it discourage or attempt to encourage membership in another Union. Neither the City nor the Union will engage in any discriminatory practices contrary to any existing federal law or regulation or any amendment of the same, or any state law or regulation or any amendment to the same, and the City and the Union will not discriminate against any employee on account of race, color, national origin, sex, creed, age or disability.

Section 20.1 The City shall not discriminate against any employee with respect to their employment with the City.

ARTICLE 21: SAFETY

Section 21.0 The City shall provide a safe and healthful workplace for all employees and correct all hazards. Nothing shall imply that the Union has undertaken or assumed any portion of that responsibility.

Section 21.1 An employee shall not be subject to disciplinary action by reason of their failure or refusal to operate or handle any unsafe piece of equipment or work in any unsafe work situation.

Section 21.2 The City and the Union shall have a joint Safety Committee composed of eight (8) members; four (4) appointed by the City and four (4) appointed by the Union. The Safety Committee shall assure that proper safety and health standards are maintained. They shall identify workplace health and safety problems and make recommendations for corrective action. This committee shall meet at least every other month, or at the call of any member.

Section 21.3 The City shall provide employees with all necessary safety equipment. Questions on equipment necessity shall be referred to the Safety Committee.

Section 21.4 The City shall establish and maintain a program for adequate safety training in each department.

Section 21.5 Employees and the Union may exercise all legal rights to secure a safe and healthful workplace without threats, loss of pay, or other reprisals of any kind.

Section 21.6 In positions that require the operation of a commercial vehicle, and therefore necessitates the possession of a valid Commercial Driver's License (CDL), the City will allow new employees to obtain such certification within six (6) months of their start date.

ARTICLE 22: COMMITTEE FOR UNION – MANAGEMENT COOPERATION

Section 22.0 The parties recognize that during the period in which this agreement is in effect, problems of administration of this agreement may arise which is not now anticipated by either party. They also recognize that during such period more mutually constructive and productive relationships are likely to exist between the City and the Union if both the City and the Union continue efforts to gain a better appreciation and understanding of each other's problems and objectives.

Section 22.1 The committee formed as a part of this Article shall meet at least twice a year. Either party may request additional meetings if desired with 1 week notice. It is understood that such meetings will be held for the purpose of appraising and discussing problems, of the Agreement or other matters which either party

believes will contribute to the improvement in the relations between them within the framework of this agreement. This committee shall not serve as a continuation for negotiations.

Section 22.2 The committee shall be composed of three (3) members designated by the Union and three (3) members designated by the Human Resources Director. Subject to mutual agreement of the respective members of the committee, The Federal Mediation Conciliation Services shall provide training to the Labor Management Committee to ensure the principles, benefits and philosophy of the committee be fulfilled.

Section 22.3 Minutes shall be kept of all meetings and shall be distributed to the City and the Union.

ARTICLE 23: ALTERATION OF AGREEMENT

Section 23.0 No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions or covenants contained herein shall be made by any employee or group of employees with the City, and in no case shall be binding upon the parties of this contract unless such agreement is made and executed in writing between the parties of this contract.

Section 23.1 Any and all privileges enjoyed by the employees prior to this agreement will not be denied to them because of the execution of this agreement, unless the parties, through collective bargaining, mutually agree to change or have specifically waived any of these privileges.

ARTICLE 24: SAVINGS CLAUSE

Section 24.0 If any section, paragraph, sentence, clause, phrase, or other part of this agreement is determined, or declared to be contrary to, or in violation of, any State or Federal Law, the remainder of this agreement shall not thereby be affected or invalidated. Such section declared invalid shall be renegotiated within thirty (30) days from the date of declaration of invalidity for amendment to this contract.

Section 24.1 The terms and conditions of this agreement shall supersede ordinances and resolutions wherein there is a conflict with the terms of this agreement and if enacted may be challenged by the Union.

ARTICLE 25: CHECKOFF

Section 25.0 Upon written request to the City Finance Officer by employees, payroll deductions from wages of an amount equal to the regular monthly dues applicable to members of AFSCME Council 65. shall be made by the City each pay period. Further, the deduction shall be sent to AFSCME Council 65.

Section 25.1 If an employee wishes to revoke their authorization for the City to withhold union dues from their pay, a written request to do so must be presented to the City between November 9 -24 on the form provided in Appendix D. The revocation of the employee's authorization will become effective on January 1st of the following year and from that date forward, no additional dues will be withheld from that employee's pay.

Section 25.2 When an employee remains employed in a position represented by AFSCME this authorization shall be automatically renewed from year to year unless an employee revokes it in writing during the window

period described in Section 24.1 above.

Section 25.3 Any changes in the amount of dues to be withheld by the City shall be furnished to the City Finance Officer, in writing, by the Union. This notice shall be submitted to the City at least twenty (20) days in advance of such change.

Section 25.4 A list of those employees signing such authorization and the amount withheld will be furnished to the Union at the time of the remittance of the same.

Section 25.5 Payment by the City of the amount withheld shall be made to the Union no later than the 10th day of the month immediately following the month for which such dues were collected.

ARTICLE 26: CONDUCT OF UNION AFFAIRS

Section 26.0 The City agrees that during working hours on the City's premises and without loss of pay, Union representatives shall be allowed to spend a reasonable amount of time to perform the following:

1. Post union notices.
2. Distribute union literature.
3. Transmit communications authorized by the Union or its officers to the employer or its representative.
4. Investigate and process grievances, pursuant to the provisions of Article 18 of this Agreement, and to consult with the City or its representatives, Union officers or representatives concerning the enforcement of any provisions of this Agreement, providing that such times shall not be used in computing weekly overtime.
5. Attend contract negotiations sessions with the City, provided that such time shall not be used in computing weekly overtime.

Section 26.1 The employer agrees that the accredited representatives of the Union shall have full and free access to the premises of the employer during normal working hours to meet with members of the bargaining unit, and shall give notice.

Section 26.2 The employer will provide bulletin boards in each department, which may be used by the Union for the posting of official union business or matters.

Section 26.3 Members of the Union elected to attend a function of the Union such as educational conferences and conventions shall be granted leave of absence using paid benefits or without pay, to attend such conferences or convention. The City has the right to limit absences for the orderly operation of each department subject to the grievance procedure.

Section 26.4 Employees must provide notice the supervisor and department head of union meetings and time away from work to conduct union affairs.

ARTICLE 27: OUTSIDE EMPLOYMENT

Section 27.0 All City employees shall immediately report engagement in secondary work or business activities, which shall be subject to City approval, and provided that:

- a. Employment with the City of Mitchell is considered primary employment of the individual working in a full-time capacity.
- b. The outside employment does not interfere with the proper discharge of his or her normal duties and responsibilities or negatively impact the integrity and credibility of the City.
- c. The employee does not wear any City uniform or insignia on any clothing that refers to the City of Mitchell. The employee does not avail himself or herself of City equipment, records, documents, files, or services.
- d. The employee in no way exploits his connection with the City of Mitchell.
- e. Such employment is not contrary to federal, state or local law.
- f. City approval for such employment shall not be unreasonably withheld.
- g. Prior to taking any action related to outside employment based upon the above paragraphs, written notice of the non-approval or withdrawal of approval shall be given to the employee, union and Human Resources.

Section 27.1 The City shall not be held liable for any of the employee's activities directly related to his outside employment.

ARTICLE 28: DOMESTIC VIOLENCE LEAVE

Any AFSCME bargaining unit employee who becomes the victim of Domestic Violence shall be allowed to use up to ten (10) days of sick leave, compensatory time, and/or vacation in order to handle legal affairs, secure safe housing accommodations for themselves and family, and recover from any injuries or trauma inflicted. In the event the employee does not have accrued leave as stated, the City will advance the leave to the employee to be "repaid" when accrued from vacation, sick leave, and/or compensatory time. A rolling 12 month calendar will be used from the first use of leave; and leave must be used in a minimum of 4 hour blocks. The Employee may also request hours from the sick leave donation policy if the leave meets the qualifications of the sick leave donation policy.

ARTICLE 29: DURATION

Section 29.0 This Agreement shall be effective as of the 1st day of January, 2023, and shall remain in full force and effect until December 31, 2025

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing

no later than April 1 that it desires to modify, or renegotiate this agreement.

Section 29.1 In the event that such notice is given, negotiations shall begin no later than June 1. The Agreement shall remain in full force and effect during the period of negotiations or until mutually terminated thereafter, in writing, by the parties.

IN WITNESS WHEREOF, the parties below have set their hands this ____ day of _____, 2022.

FOR AFSCME LOCAL 2922:

FOR The City of Mitchell:

APPENDIX A: WAGES

2026 Compensation Plan- FT Positions- AFSCME

Section 1.0: The City recognizes the Union as the sole and exclusive bargaining agent for all the full time and regular part-time employees of the City of Mitchell, excluding elected officials, police officers, managers, confidential employees, exempt employees, seasonal and casual employees and supervisors

Dept	Division	Title	GRADE	Exempt Status	Union	Comment
PW	Utility	Wastewater Services Supervisor	19	NON-EXEMPT	AFSCME	supervisor
PW	Utility	Water Services Supervisor	19	NON-EXEMPT	AFSCME	supervisor
LIB		Adult & Young Adult Services Librarian	16	NON-EXEMPT	AFSCME	
PR	CEM	Cemetery Sexton	16	NON-EXEMPT	AFSCME	
LIB		Children's Services Librarian	16	NON-EXEMPT	AFSCME	
PW		Engineering Technician	16	NON-EXEMPT	AFSCME	
PR	REC	Recreation Coordinator	16	NON-EXEMPT	AFSCME	
LIB		Cataloguer	14	NON-EXEMPT	AFSCME	
PD		Code Enforcement Officer (non-certified officer)	14	NON-EXEMPT	AFSCME	
CS		Community Services Coordinator	14	NON-EXEMPT	AFSCME	
PW	SS	Mechanic	14	NON-EXEMPT	AFSCME	
PR	PARKS	Parks Crewleader	14	NON-EXEMPT	AFSCME	
FIN		Payroll and Accounts Receivable Technician	14	NON-EXEMPT	AFSCME	
PR	SPORTS	Sports Complex Crewleader	14	NON-EXEMPT	AFSCME	
PW	Traffic	Traffic Technician	14	NON-EXEMPT	AFSCME	
PW	SS	Heavy Equipment Operator	13	NON-EXEMPT	AFSCME	
CS		Transit Dispatch Coordinator	13	NON-EXEMPT	AFSCME	
PW	Utility	Utility Operator - Wastewater / Water	13	NON-EXEMPT	AFSCME	(2) Move to grade 14 with posession of Class II license, grade 15 with class III license. Placement follows the promotion policy.
PW	Utility	Waste Water Pre-treatment Assistant	13	NON-EXEMPT	AFSCME	(2) Move to grade 14 with posession of Class II license, grade 15 with class III license. Placement follows the promotion policy.
FIN		Accounts Payable Technician	12	NON-EXEMPT	AFSCME	
PW, CS		Administrative Assistant (1 PW 1 CS, 1 PW-SS)	12	NON-EXEMPT	AFSCME	
CP		Building Maintenance Technician	12	NON-EXEMPT	AFSCME	
GC	CEM	Cemetery Maintenance Technician	12	NON-EXEMPT	AFSCME	
GC	GOLF	Golf Specialist	12	NON-EXEMPT	AFSCME	
PR	PARKS	Parks Specialist	12	NON-EXEMPT	AFSCME	
PR	REC	Recreation Maintenance Specialist	12	NON-EXEMPT	AFSCME	
PW	SS	Refuse Collector/Driver	12	NON-EXEMPT	AFSCME	
PW	SS	Truck Driver and Equipment Operator	12	NON-EXEMPT	AFSCME	
FIN		Utility Billing Clerk	12	NON-EXEMPT	AFSCME	
PD, PR		Administrative Secretary	10	NON-EXEMPT	AFSCME	
PW	SS	Landfill Scale Master	10	NON-EXEMPT	AFSCME	
Pw	Utility	Non- Certified Utility Operator	10	NON-EXEMPT	AFSCME	(4) non-certified operators are hired at this level. Once certified they move to grade 13- Utility Operator I.
PR	Rec	Personal Trainer	10	NON-EXEMPT	AFSCME	
LIB		Circulation Assistant	10	NON-EXEMPT	AFSCME	
CS	TRAN	Transit Operator	11	NON-EXEMPT	AFSCME	
CP		Building Custodian	8	NON-EXEMPT	AFSCME	

City of Mitchell 2026 Compensation Plan																							
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	Grade
1	28,811	29,387	29,975	30,574	31,186	31,810	32,446	33,095	33,757	34,432	35,120	35,823	36,539	37,270	38,015	38,776	39,551	40,342	41,149	41,972	42,812	43,668	1
2	30,269	30,875	31,492	32,122	32,765	33,420	34,088	34,770	35,466	36,175	36,898	37,636	38,389	39,157	39,940	40,739	41,554	42,385	43,232	44,097	44,979	45,878	2
3	31,802	32,438	33,087	33,748	34,423	35,112	35,814	36,530	37,261	38,006	38,766	39,542	40,332	41,139	41,962	42,801	43,657	44,530	45,421	46,329	47,256	48,201	3
4	33,412	34,080	34,762	35,457	36,166	36,889	37,627	38,380	39,147	39,930	40,729	41,543	42,374	43,222	44,086	44,968	45,867	46,785	47,720	48,675	49,648	50,641	4
5	35,103	35,805	36,521	37,252	37,997	38,757	39,532	40,323	41,129	41,952	42,791	43,647	44,519	45,410	46,318	47,244	48,189	49,153	50,136	51,139	52,162	53,205	5
6	36,880	37,618	38,370	39,138	39,921	40,719	41,533	42,364	43,211	44,076	44,957	45,856	46,773	47,709	48,663	49,636	50,629	51,641	52,674	53,728	54,802	55,898	6
7	38,747	39,522	40,313	41,119	41,942	42,780	43,636	44,509	45,399	46,307	47,233	48,178	49,141	50,124	51,126	52,149	53,192	54,256	55,341	56,448	57,577	58,728	7
8	40,709	41,523	42,354	43,201	44,065	44,946	45,845	46,762	47,697	48,651	49,624	50,617	51,629	52,662	53,715	54,789	55,885	57,003	58,143	59,305	60,492	61,701	8
9	42,770	43,625	44,498	45,388	46,296	47,222	48,166	49,129	50,112	51,114	52,136	53,179	54,243	55,328	56,434	57,563	58,714	59,888	61,086	62,308	63,554	64,825	9
10	44,935	45,834	46,751	47,686	48,639	49,612	50,604	51,616	52,649	53,702	54,776	55,871	56,989	58,128	59,291	60,477	61,686	62,920	64,179	65,462	66,771	68,107	10
11	47,210	48,154	49,117	50,100	51,102	52,124	53,166	54,230	55,314	56,420	57,549	58,700	59,874	61,071	62,293	63,539	64,809	66,105	67,428	68,776	70,152	71,555	11
12	49,600	50,592	51,604	52,636	53,689	54,762	55,858	56,975	58,114	59,277	60,462	61,671	62,905	64,163	65,446	66,755	68,090	69,452	70,841	72,258	73,703	75,177	12
13	52,111	53,153	54,216	55,301	56,407	57,535	58,686	59,859	61,056	62,278	63,523	64,794	66,089	67,411	68,759	70,135	71,537	72,968	74,427	75,916	77,434	78,983	13
14	54,749	55,844	56,961	58,100	59,262	60,448	61,656	62,890	64,147	65,430	66,739	68,074	69,435	70,824	72,240	73,685	75,159	76,662	78,195	79,759	81,354	82,981	14
15	57,521	58,671	59,845	61,042	62,262	63,508	64,778	66,073	67,395	68,743	70,118	71,520	72,950	74,409	75,898	77,416	78,964	80,543	82,154	83,797	85,473	87,182	15
16	60,433	61,642	62,874	64,132	65,414	66,723	68,057	69,418	70,807	72,223	73,667	75,141	76,643	78,176	79,740	81,335	82,961	84,621	86,313	88,039	89,800	91,596	16
17	63,492	64,762	66,057	67,379	68,726	70,101	71,503	72,933	74,391	75,879	77,397	78,945	80,524	82,134	83,777	85,452	87,161	88,905	90,683	92,496	94,346	96,233	17
18	66,707	68,041	69,402	70,790	72,205	73,649	75,122	76,625	78,157	79,721	81,315	82,941	84,600	86,292	88,018	89,778	91,574	93,405	95,273	97,179	99,122	101,105	18
19	70,084	71,485	72,915	74,373	75,861	77,378	78,925	80,504	82,114	83,756	85,431	87,140	88,883	90,661	92,474	94,323	96,210	98,134	100,097	102,099	104,141	106,223	19
20	73,632	75,104	76,606	78,138	79,701	81,295	82,921	84,580	86,271	87,997	89,756	91,552	93,383	95,250	97,155	99,098	101,080	103,102	105,164	107,267	109,413	111,601	20
21	81,275	82,901	84,559	86,250	87,975	89,735	91,529	93,360	95,227	97,132	99,074	101,056	103,077	105,138	107,241	109,386	111,574	113,805	116,081	118,403	120,771	123,186	21
22	89,713	91,507	93,337	95,204	97,108	99,050	101,031	103,052	105,113	107,215	109,360	111,547	113,778	116,053	118,374	120,742	123,157	125,620	128,132	130,695	133,309	135,975	22
23	99,026	101,007	103,027	105,087	107,189	109,333	111,520	113,750	116,025	118,346	120,712	123,127	125,589	128,101	130,663	133,276	135,942	138,661	141,434	144,263	147,148	150,091	23
24	109,306	111,493	113,722	115,997	118,317	120,683	123,097	125,559	128,070	130,631	133,244	135,909	138,627	141,400	144,228	147,112	150,054	153,055	156,117	159,239	162,424	165,672	24
25	120,654	123,067	125,528	128,039	130,600	133,212	135,876	138,593	141,365	144,193	147,076	150,018	153,018	156,079	159,200	162,384	165,632	168,945	172,323	175,770	179,285	182,871	25
26	133,179	135,843	138,560	141,331	144,158	147,041	149,982	152,981	156,041	159,162	162,345	165,592	168,904	172,282	175,727	179,242	182,827	186,483	190,213	194,017	197,897	201,855	26
27	147,005	149,945	152,944	156,003	159,123	162,305	165,552	168,863	172,240	175,685	179,198	182,782	186,438	190,167	193,970	197,849	201,806	205,843	209,959	214,159	218,442	222,811	27

Appendix B- no longer used

Appendix C- no longer used

APPENDIX D
Request to revoke dues authorization

Section 25.1 If an employee wishes to revoke their authorization for the City to withhold union dues from their pay, a written request to do so must be presented to the City between **November 9 -24 on** the form provided in Appendix D. The revocation of the employee's authorization will become effective on January 1st of the following year and from that date forward, no additional dues will be withheld from that employee's pay.

Employee Name: _____

I wish to revoke my authorization for the City to withhold dues from my pay in accordance with Article 25, Section 25.1 of the AFSCME union agreement effective January 1, _____.

Signed: _____

Date Submitted: _____

Received by HR on: _____

By: _____

Received by Payroll: _____

By: _____

APPENDIX E Sick Leave Donation form

Sick Leave Donation Form

Donating Employee Name: _____

Department: _____

Employee you wish to donate leave to: _____

Number of Hours you are donating: _____

- *Donating employees are allowed to donate a maximum of forty (40) hours; the donating employee's sick leave accrual balance cannot be less than one hundred twenty (120) hours after donating sick leave.*

Employee Signature _____

Date: _____

CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	October 6, 2025	Requested By:	Stephanie Ellwein
Desired Action of City Council:	Action to Approve Agreement A2025-60: A MOU between DSU and the City of Mitchell		
Amount Budgeted in current fiscal year for this item (if applicable):	n/a		
Agenda Item:	Action to Approve Agreement #A2025-60, A Memorandum of Understanding between Dakota State University and the City of Mitchell for Cybersecurity		
Explanation/Background of Agenda Item Requested:	The enclosed agreement would allow the City of Mitchell to work with Dakota State University to enhance cybersecurity protocols for the City of Mitchell and provide technical resources and support to the City of Mitchell to enhance cybersecurity defense. The Secure SD program was funded by SB 187 in 2024 and will result in no additional costs to the City of Mitchell. Staff recommends approval of Agreement A2025-60.		

MEMORANDUM OF UNDERSTANDING
Between
DAKOTA STATE UNIVERSITY
and
City of Mitchell

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the Dakota State University, Madison, South Dakota (“DSU”) and City of Mitchell (“CITY”), a political subdivision of the State of South Dakota, on this 16th day of June 2025.

WHEREAS, during the 2024 South Dakota Legislative Session, Senate Bill 187 (SB 187) was enacted which appropriated \$7,000,000 to the Office of the Attorney General (“OAG”) for the purpose of creating a cybersecurity initiative for counties and municipalities throughout the State of South Dakota; and

WHEREAS, DSU operates Madison Cyber Labs ("MadLabs"), which focuses on education, research, and cybersecurity development, including initiatives that help counties and municipalities mitigate cybersecurity risks; and

WHEREAS, DSU, in partnership with the OAG, created the SecureSD Cybersecurity for Counties and municipalities to strengthen cybersecurity resilience among counties and municipalities in South Dakota; and

WHEREAS, DSU, in partnership with the OAG, seeks to protect and enhance the cybersecurity posture of South Dakota’s counties and municipalities by leveraging SecureSD resources effectively; and

WHEREAS, CITY acknowledges the importance of cybersecurity mitigation and agrees to participate in SecureSD by providing the necessary cooperation, engagement, and local implementation efforts required to enhance security.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and the joint and mutual responsibilities flowing to each party as outlined in this Memorandum of Understanding, the parties agree:

1. PURPOSE

This Memorandum of Understanding (MOU) is undertaken by and between DSU and CITY to protect and enhance the cybersecurity posture of South Dakota’s counties and municipalities through the SecureSD Program. SecureSD is designed to support counties and municipalities by providing technical mitigation assistance to reduce cybersecurity risks, delivering training and awareness programs for municipal and county staff, and enhancing cybersecurity resilience through the implementation of best practices and

security tools through a secure email system.

2. FUNDING

- A. SecureSD is funded by the appropriation established by SB 187 during the 2024 legislative session. The CITY acknowledges that SecureSD does not provide direct financial payments for cybersecurity efforts, nor does SecureSD offer direct financial aid. As such, no direct financial payments will be made to CITY under this MOU.
- B. Nothing in the MOU may be construed as, or may be relied on, as a future promise or commitment to providing any future funding, services, or support.

3. DSU RESPONSIBILITIES

- A. Implementation of SecureSD
 - 1. Oversee and implement cybersecurity mitigation and email strategies for counties or municipalities.
 - 2. Engage with managed service providers (“MSPs”) to determine appropriate scopes of work, perform work, and/or review work as needed, based on DSU’s recommendation.
 - 3. Deploy technical resources to support and enhance cybersecurity defenses.
 - 4. Provide cybersecurity education and training for municipalities and counties on an as needed basis in the sole discretion of DSU.
- B. Compliance and Reporting
 - 1. Maintain records showing:
 - a. The counties and municipalities participating or planning to participate in this initiative.
 - b. Completed and planned cybersecurity improvements for each participating local government.
 - c. Current and expected expenses for each improvement, including the cost related to SB 187.
 - d. Expected timeframes for completing the improvements.
 - e. Monthly reports including activities conducted, detailed financial information, and all information necessary to justify approval of vouchers submitted for payment.
 - 2. Provide all necessary updates and reports to the OAG and request all necessary prior authorizations according to the tenor of the agreement between DSU and the OAG dated August 26, 2024.

4. RESPONSIBILITIES OF CITY

- A. CITY agrees to obtain a security assessment either through Project Boundary Fence or through a private vendor which is at least as technically comprehensive as the assessment conducted through Project Boundary Fence.
- B. Engagement and Participation
 - 1. Actively participate in SecureSD initiatives, including mitigation activities and training.
 - 2. Designate a single point of contact for communication between CITY, DSU, and the OAG.

- C. Implementation, Maintenance, and Ownership
1. Actively participate with selected MSP and DSU to facilitate implementation of cybersecurity measures set forth in the scope of work approved by DSU and CITY.
 2. Provide reasonable cyber and physical access to CITY facilities to the selected MSP and DSU personnel to implement the approved cybersecurity measures and to DSU upon completion to ensure the scope of work was properly implemented and in good working order.
 3. Provide reasonable access to OAG for oversight purposes to ensure that any hardware purchased pursuant to the scope of work, if any, is implemented and in use.
 4. CITY is aware and understands:
 - a. The funds appropriated pursuant to SB 187 of 2024 are one-time funds.
 - b. As such, any hardware, licenses, or software purchased or implemented as part of the scope of work becomes the sole property of the CITY and the MSP, DSU, and the OAG has no ongoing responsibility for any further improvements, ongoing licensing, maintenance, or upkeep of the installed improvements.
 - c. There is no expectation, promise, or guarantee of any future funding to address cybersecurity risks through SecureSD or otherwise.
 - d. SecureSD does not and will not provide any direct financial compensation, reimbursements, or direct payments of any kind to the CITY.

5. **MISCELLANEOUS PROVISIONS**

- A. Confidentiality
1. DSU hereby acknowledges that any and all technical details including access information, technical data, and any personally identifiable information (“PII”) housed on or accessible through the CITY systems is deemed “Confidential Information” and may not be shared among or between any other participant in this initiative, or to any third party except the selected MSP and the OAG as may be required.
 2. DSU will limit access to CITY cybersecurity data to authorized personnel only.
- B. Effective Period, Modification, and Termination
1. Effective Period of MOU: This MOU shall become effective upon the date last signed below. This MOU shall remain in effect until 6/30/28 unless sooner terminated pursuant to the terms set forth herein.
 2. Modification of MOU: This MOU may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.
 3. Termination of MOU: Either party may terminate this MOU upon thirty (30) days written notice. The termination shall be effective thirty (30) calendar days from the date of such notice, or at a later date agreed upon

by the parties, so long as such date does not exceed the date of termination of this MOU.

C. Notices

1. Any notice or other communication required under this MOU shall be in writing and sent to the email address set forth below. Notices shall be given by and to:

For SecureSD: Dakota State University
 917 N Washington Ave
 Madison, SD 57042
 Name: Mike Waldner
 Title: Director of SecureSD
 Email: mike.waldner@dsu.edu

For City: City of Mitchell
 612 N Main Street
 Mitchell, SD 57301
 Name: Michelle Bathke
 Title: Finance Officer
 Email: Michelle.Bathke@cityofmitchellsd.gov

2. Notices or communications to or between the parties shall be deemed to have been delivered one business day after the time at which it was sent if receipt is confirmed by the recipient.

D. Joint Powers

This MOU is not a Joint Powers Agreement or cooperative action agreement pursuant to SDCL Ch. 1-24, and it does not establish a separate legal entity under SDCL 1-24-4(2) or create a joint administrator or governing board, as contemplated by SDCL 1-24-5. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used.

E. Governing Law and Venue

This MOU shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

F. Limitation Of Liability

In no event shall any party be liable to another party for any indirect, incidental, consequential, special, punitive, exemplary, or extra-contractual damages of any kind whatsoever arising from or connected with this MOU, including, but not limited to, lost profits, lost revenues, or loss of business, regardless of legal theory, whether or not foreseeable, even if either party has been advised of the possibility or probability of such damages and even if the remedies otherwise provided by this agreement fail of their essential purpose.

In Witness Whereof, the parties signify their agreement effective the date below last written by the signatures affixed below.

DAKOTA STATE UNIVERSITY

By: _____

Ashley Podhradsky

VP Research and Economic Development

Date: _____

DSU Director of SecureSD _____ (Initial) Date: _____

DSU VP for Businesses & Admin Services _____ (Initial) Date: _____

DSU Director of Budget & Grants/Contracts _____ (Initial) Date: _____

City of Mitchell

By: _____

Jordan Hanson, Mayor

Date: _____

ATTEST:

By: _____

Michelle Bathke, Finance Officer

Date: _____

CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested: **Requested By:**

Desired Action of City Council:

Amount Budgeted in current fiscal year for this item (if applicable):

Agenda Item:

Explanation/Background of Agenda Item Requested:

in 1996. The runway was narrowed to 100 feet and MIRL was installed in 1999. The runway also includes a few small areas of differing pavement sections near the intersection with Runway 13/31. All of these pavement sections are exhibiting signs of distress and failure and should be reconstructed.

The shifting of Runway 18/36 to decouple it from Runway 13/31 will provide a great enhancement to the safety of the airport. The intersecting of runway has long been an avoidable practice but many times surrounding land restraints force them to occur. With the shortening of the runway the airport will have plenty of land space available to accommodate a shift of the runway to the north. Decoupling the runways will increase the safety of all airport users while also eliminating the confusion that comes along with intersecting runways.

The existing beacon structure is an old water tower constructed in the 1940's and is located southeast of the hangar area. The tower is not in use as a water tower and is only used as the beacon tower now as the beacon was placed there out of convenience in the 1940's.

The City recently had the structure evaluated. The results of the study by Alberston Engineering, Inc. showed that a 15' barrier must be constructed around the structure and that it would eventually need to be demolished. The City will handle results of the study themselves. However, a new beacon and beacon structure are required as soon as possible. A new, centrally located beacon is also proposed to be constructed with this project.

September 11, 2025

Michelle Bathke, Finance Officer
City of Mitchell
612 N. Main St.
Mitchell, SD 57301

RE: Mitchell Municipal Airport
Project No. 3-46-4600-34-2025
Financial Assistance Agreement

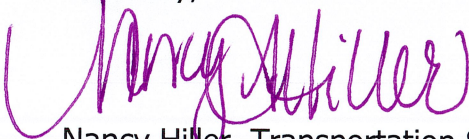
Dear Michelle:

Please be advised that the South Dakota Aeronautics Commission approved a state financial assistance agreement for the above referenced project. Enclosed you will find two (2) copies of each agreement. If acceptable, please obtain proper signature, date, attach seal and return both copies to this office.

As per Agreement, an executed copy of the minutes of the SPONSOR's Commission authorizing the execution of this Agreement by the Mayor as the authorized representative for the SPONSOR should be attached hereto.

A fully executed copy will be returned for your files. If you have any questions, please contact me at (605) 773-4430 or email me at nancy.hiller@state.sd.us.

Sincerely,



Nancy Hiller, Transportation Specialist

Enclosures

Airport Improvement Program (AIP)
Assistance Listing Number: 20.106
Federal Award Date: September 10, 2025

Agreement Number _____

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF FINANCE & MANAGEMENT
OFFICE OF AIR, RAIL, AND TRANSIT
AGREEMENT FOR PROJECT NO. 3-46-0037-34-2025**

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the city of Mitchell, South Dakota, referred to in this Agreement as the "SPONSOR."

1. BACKGROUND:

- A. In May of 2024, the Federal Aviation Administration (FAA) Reauthorization Act of 2024 was signed into law and provides congressional direction for FAA activities through fiscal year 2028, including funding for operations, facilities, and airport infrastructure improvements.
- B. The STATE and the SPONSOR have entered into an agency agreement for the purpose of establishing, constructing, and maintaining an airport on a portion of Section Twenty Eight (28), Twenty Nine (29), and Thirty Three (33), of Township One Hundred Four North (104N), Range Sixty West (60W) of the Fifth Prime Meridian, Davison County, South Dakota, referred to in this Agreement as the "Airport."
- C. The SPONSOR requested financial assistance from the STATE for the development of the Airport.
- D. The SPONSOR acquired satisfactory title to the property on which the Airport will be located and indicated the SPONSOR'S desire to use the same for an Airport.
- E. The SPONSOR proposes the development of the Airport will consist of the following described items, referred to in this Agreement as the "Project":

Phase 1 Design - Shift, Narrow, and Reduce Length for Runway 18/36; Construct

Taxiway B

- F. As may be applicable, the "Conditions" and "Assurances" contained in the Airport Improvement Program (AIP) Grant Agreement for Project No. **3-46-0037-34-2025** are included in and incorporated into this Agreement by reference and said "Conditions" and "Assurances" will be interpreted and applied consistent with the FAA Reauthorization Act of 2024.

NOW, THEREFORE, in consideration of these facts and the mutual covenants contained in this Agreement, the Parties agree as follows:

2. TERM

The effective date of this Agreement is **September 10, 2025**. This Agreement will end four (4) years from the date of signature by the STATE.

3. PAYMENT

- A. Pursuant to and for the purposes of carrying out the provisions of South Dakota Codified Law (SDCL) § 50-7-15, the STATE will share in the cost of the Project in the amount of **two point five percent (2.5%) of the total eligible Project costs, but in no event will the STATE'S TOTAL SHARE exceed the amount of Six Thousand Eight Hundred Thirty Four Dollars and No Cents (\$6,834.00)**. The

STATE will determine eligible costs in the same manner as for the Federal Aviation Administration (FAA) Grant Agreement Project Number 3-46-0037-34-2025. The STATE will pay the STATE'S share of the eligible Project costs from the STATE AERONAUTICS FUND. The STATE will make progress payments to the SPONSOR up to 90% of the STATE'S total share of eligible Project costs listed in this section. Once the STATE'S share of eligible Project costs has reached 90% of the approved STATE share listed in this section, the STATE will withhold the remaining 10% of eligible Project costs until the FAA has approved the Quality Closeout Report. The STATE will pay the remaining 10% of the STATE'S share of eligible Project costs to the SPONSOR upon notification of the FAA'S approval of the Quality Closeout Report.

- B. Eligible costs for this Agreement will be as indicated in the AIP Grant as determined by the FAA.
- C. The SPONSOR will pay subcontractors or suppliers within fifteen (15) days of receiving payment for work that is submitted for progress payment by the STATE. If the SPONSOR withholds payment beyond this time period, the SPONSOR will submit written justification to the STATE, upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, the STATE may withhold future estimated payments or may direct the SPONSOR to make such payment to the subcontractor or supplier.

4. TERMINATION

- A. For Convenience. The STATE may, with the concurrence of the SPONSOR, terminate and cancel this Agreement if both parties agree, in writing, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.
- B. For Cause. The STATE may, by written notice to the SPONSOR, terminate the Project and cancel this Agreement for any of the following reasons:
 - i. The SPONSOR takes any action pertaining to this Agreement without the STATE'S approval when, under the terms of this Agreement, the STATE'S approval is required.
 - ii. The commencement, prosecution, or timely completion of the Project by the SPONSOR is, for any reason, rendered improbable, impossible, or illegal.
 - iii. The SPONSOR is default under any provision of this Agreement.
- C. Pursuant to the terms of the Federal Grant Agreement entered into between the SPONSOR and the FAA, the SPONSOR may request that the FAA terminate the Federal Grant Agreement consistent with its terms.
- D. The parties understand pursuant to the terms of the Federal Grant Agreement entered into between the SPONSOR and the FAA, the FAA may terminate the Federal Grant Agreement and all obligations under the Federal Grant Agreement if the SPONSOR fails to abide by the Federal Grant Agreement terms, and the FAA may terminate the Federal Grant Agreement, electing to consider only the interests of the FAA and the public in general.

5. SPONSOR ASSURANCES

- A. The SPONSOR will operate the Airport as such for the use and benefit of the public. The SPONSOR will operate and maintain the Airport as a public use facility for a minimum of twenty (20) years from the date of this Agreement.
- B. The SPONSOR will not exercise, grant, or permit any exclusive right for the use of the Airport. This provision will not be construed to prohibit the granting or exercising of an exclusive right for the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature.

- C. The SPONSOR will suitably operate and maintain the Airport and all facilities on or connected with which are necessary for airport purposes. The SPONSOR will not allow facilities on Airport property which would interfere with the SPONSOR'S use for aeronautical purposes in a safe manner. Essential facilities, including night lighting systems, when installed, will be operated in such a manner as to assure their availability to all users of the Airport.
- D. Insofar as is within the SPONSOR'S powers, the SPONSOR will prevent the use of any land either within or outside the boundaries of the Airport in any manner, including construction, which would create a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or otherwise limit the usefulness of the Airport. The SPONSOR will notify the STATE as soon as any information is known which may cause or create such hazards to the Airport.
- E. The SPONSOR will not enter into any transaction which would operate to deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made in this Agreement, unless by such transaction the obligation to perform all such covenants is assumed by another public agency. If an arrangement is made for management or operation of Airport by an agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient powers and authority to ensure that the Airport will be operated and maintained in accordance with these covenants.

6. SPECIAL CONDITIONS

- A. The SPONSOR will operate the Airport as such for the use and benefit of the public. The SPONSOR will operate and maintain the Airport as a public use facility for a minimum of twenty (20) years from the date of this Agreement.
- B. The SPONSOR must submit any proposed change affecting the Project to the STATE, in writing, for the STATE'S approval prior to any change.

7. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties to this Agreement.

8. INDEMNIFICATION

The SPONSOR will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceeding which may arise as a result of the SPONSOR performing services under this Agreement. This section does not require the SPONSOR to be responsible for or defend against claims or damages arising solely from acts or omissions of the STATE, its officer, agents, or employees.

9. SUBCONTRACTORS

The SPONSOR will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE in a manner consistent with this Agreement. The SPONSOR will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. Failure to comply with federal requirements related to right-of-way, environmental clearances, utilities, contract provisions, and the bid letting process could jeopardize future federal funding.

10. FUNDING AVAILABILITY

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

11. AUDIT

The SPONSOR will maintain an accurate cost accounting system for all costs incurred under this Agreement with costs clearly identified with activities performed under this Agreement. All Project charges will be subject to audit in accordance with the STATE'S current procedures and 2 CFR Part 200.

12. INELIGIBLE OR UNALLOWABLE COSTS

The SPONSOR is prohibited from including any costs in the Federal Grant funded portions of the Project that the FAA has determined to be ineligible or unallowable, including costs to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute. The SPONSOR will be responsible for any costs deemed ineligible or unallowable.

13. IMPROPER USE OF FEDERAL FUNDS AND MANDATORY DISCLOSURE

Pursuant to the terms of the Federal Grant, the SPONSOR must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

14. EXAMINATION OF RECORDS

Upon reasonable notice, the SPONSOR will allow the STATE or U.S. Department of Transportation representatives to examine all records of the SPONSOR related to this Agreement during the SPONSOR'S normal business hours. The SPONSOR will keep all such records for a period of three (3) years after the date of final payment by the STATE under this Agreement and all other pending matters are closed.

15. SINGLE AGENCY AUDIT

If the SPONSOR expends One Million Dollars (\$1,000,000.00) or more in federal funds during any SPONSOR fiscal year covered, in whole or in part, under this Agreement, the SPONSOR will be subject to the single agency audit requirements under the U. S. Office of Management and Budget (OMB) regulations, found at 2 CFR Part 200 subpart F. If the SPONSOR expends less than One Million Dollars (\$1,000,000.00) in federal funds during any SPONSOR fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the allowability of services or costs and adherence to Agreement provisions.

16. AMERICANS WITH DISABILITIES

The SPONSOR will provide services in compliance with the American with Disabilities Act of 1990 and any amendments.

17. TITLE VI OF THE CIVIL RIGHTS ACT AND GENERAL FEDERAL REQUIREMENTS

The SPONSOR certifies it will be bound by the Standard Title VI / Nondiscrimination Assurances and the General Federal Requirements attached to and incorporated in this Agreement as **Exhibit A**.

18. APPLICABLE FEDERAL ANTI-DISCRIMINATION LAWS

Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the SPONSOR:

- A. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(iv); and
- B. Certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

19. FEDERAL LAW AND PUBLIC POLICY REQUIREMENTS.

The SPONSOR shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the SPONSOR will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

20. TITLE 8 - U.S.C., CHAPTER 12, SUBCHAPTER II – IMMIGRATION

The SPONSOR will follow applicable federal laws pertaining to Subchapter 12 and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

21. ENVIRONMENTAL STANDARDS

The SPONSOR is required to comply with all applicable environmental standards, as further defined in the Federal Grant Assurances, for all projects associated with the grant. If the SPONSOR fails to comply with this requirement, the FAA may suspend, cancel, or terminate the Federal Grant Agreement.

22. CERTIFICATION REGARDING LOBBYING

- A. The SPONSOR certifies, to the best of the SPONSOR'S knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the SPONSOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above-mentioned parties, the SPONSOR will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. The SPONSOR will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

23. DEBARMENT

The SPONSOR certifies, by signing this Agreement, that neither the SPONSOR nor the SPONSOR'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.

24. COMPLIANCE

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the SPONSOR is encouraged to:

- A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for or on behalf of the federal government, including work relating to a grant or subgrant.
- B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

25. NOTICE

Any notice or communication required under this Agreement will be in writing and sent to the following addresses:

South Dakota Department of Transportation
Attn: Program Manager
700 East Broadway Avenue
Pierre, South Dakota 57501

City of Mitchell, South Dakota
Attn: Mayor Jordan Hanson
612 N. Main St.
Mitchell, SD 57301

26. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The SPONSOR (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the SPONSOR hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

27. SIGNATURE AUTHORITY

The SPONSOR has designated its Mayor as the SPONSOR'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the SPONSOR. A copy of the SPONSOR'S Council or Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the SPONSOR'S authorized representative is attached to this Agreement as **Exhibit A**.

[SIGNATURE PAGE FOLLOWS]

This Agreement has been executed by the STATE and the SPONSOR acting by and through their duly authorized representatives.

City of Mitchell, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: Mayor

Its: _____

Date: _____

Date: _____

Attest:

By: _____

Printed Name: _____

City Finance Officer

(City Seal)

SPONSOR CERTIFICATION OF GENERAL FEDERAL REQUIREMENTS

The SPONSOR hereby assures and certifies, with respect to this grant that, the Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the SPONSOR and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act — 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended — 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended — 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended — 42 U.S.C. 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended — 42 U.S.C. 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions — 31 U.S.C. 1352.

- jj. Buying Goods Produced in the United States – 49 U.S.C. 50101.
- kk. The Build America, Buy America Act of 2021, P.L. 117-58.
- ll. National Defense Authorization Act, P.L. 115-232 § 889(f).

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	October 6, 2025	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2025-69, Annexation of Lot 3 of Signapore Slab Tract 1, a subdivision of the East 1/2 of the SE 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	JTZ Properties has petitioned to annex the property legally described as Lot 3 of Signapore Slab Tract 1, a subdivision of the East 1/2 of the SE 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota		

RESOLUTION #R2025-69

**ANNEXATION OF LOT 3 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE
EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M.,
DAVISON COUNTY, SOUTH DAKOTA.**

WHEREAS, JTZ Properties LLC has petitioned to annex the real property legally described as Lot 3 of Singapore Slab Tract 1, a subdivision of the East 1/2 of the SE 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota.

WHEREAS: JTZ Properties LLC is the sole owner and petitioners of the real property described in this resolution; and

WHEREAS: There are no registered voters residing in the territory sought to be annexed and

WHEREAS: there are no improvements located on the real property; and

WHEREAS: the real property is contiguous to the corporate limits of the City of Mitchell, Davison County, South Dakota; and

WHEREAS: an exhibit depiction is hereto attached.

NOW THEREFORE, be it resolved that in accordance with SDCL Chapter 9-4, the City Council of the City of Mitchell, Davison County South Dakota hereby annexes the above real property.

Adopted by the Mitchell, South Dakota City Council in regular session this 6th day of October, 2025 with:

_____ votes cast in favor of adoption,
_____ votes cast against adoption, and
_____ votes abstaining.

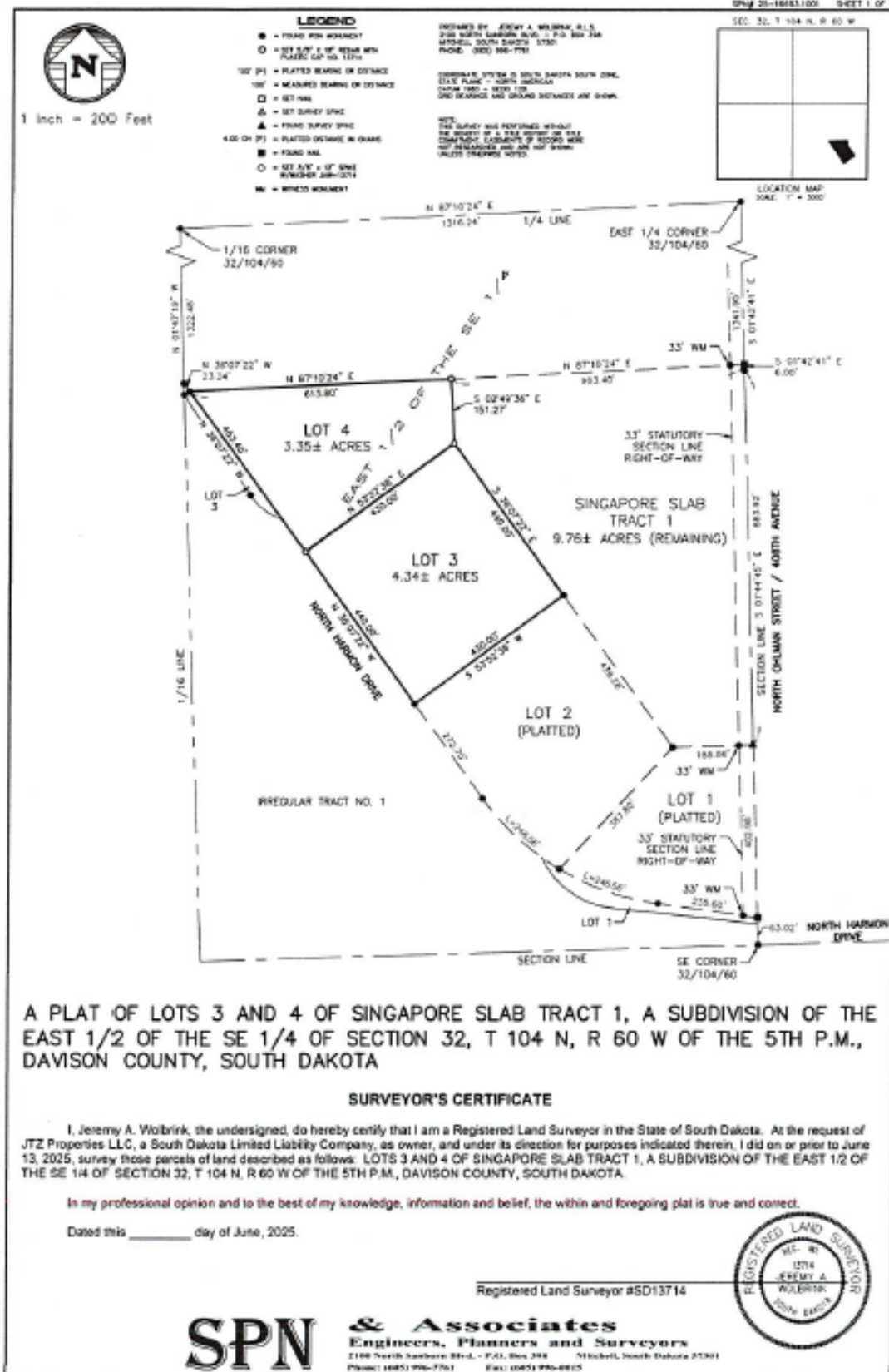
MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

EXHIBIT A



**PETITION FOR ANNEXATION OF REAL PROPERTY NOT THE CORPORATE
LIMITS OF THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA**

I, Justin Thiesse, owner of JTZ Properties, LLC, hereby petition for the City Council of the City of Mitchell to annex the following real property, which is legally described as:

Lot 3 of Singapore Slab Tract 1, a Subdivision of the East ½ of the Southeast ¼ of Section 32, Township 104 North, Range 60 West of the 5th p.m., Davison County, South Dakota ("the Property").

An exhibit of the area to be annex is attached hereto and incorporated herein by this reference.

JTZ Properties, LLC, a South Dakota limited liability company, is the sole owner of the real property and sole petitioner.

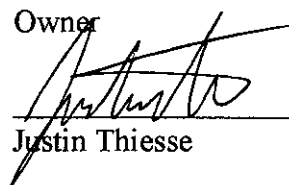
There are no residents and no registered voters on the said real property.

There are no improvements located on the real property.

The real property is contiguous to the corporate limits of the City of Mitchell, South Dakota.

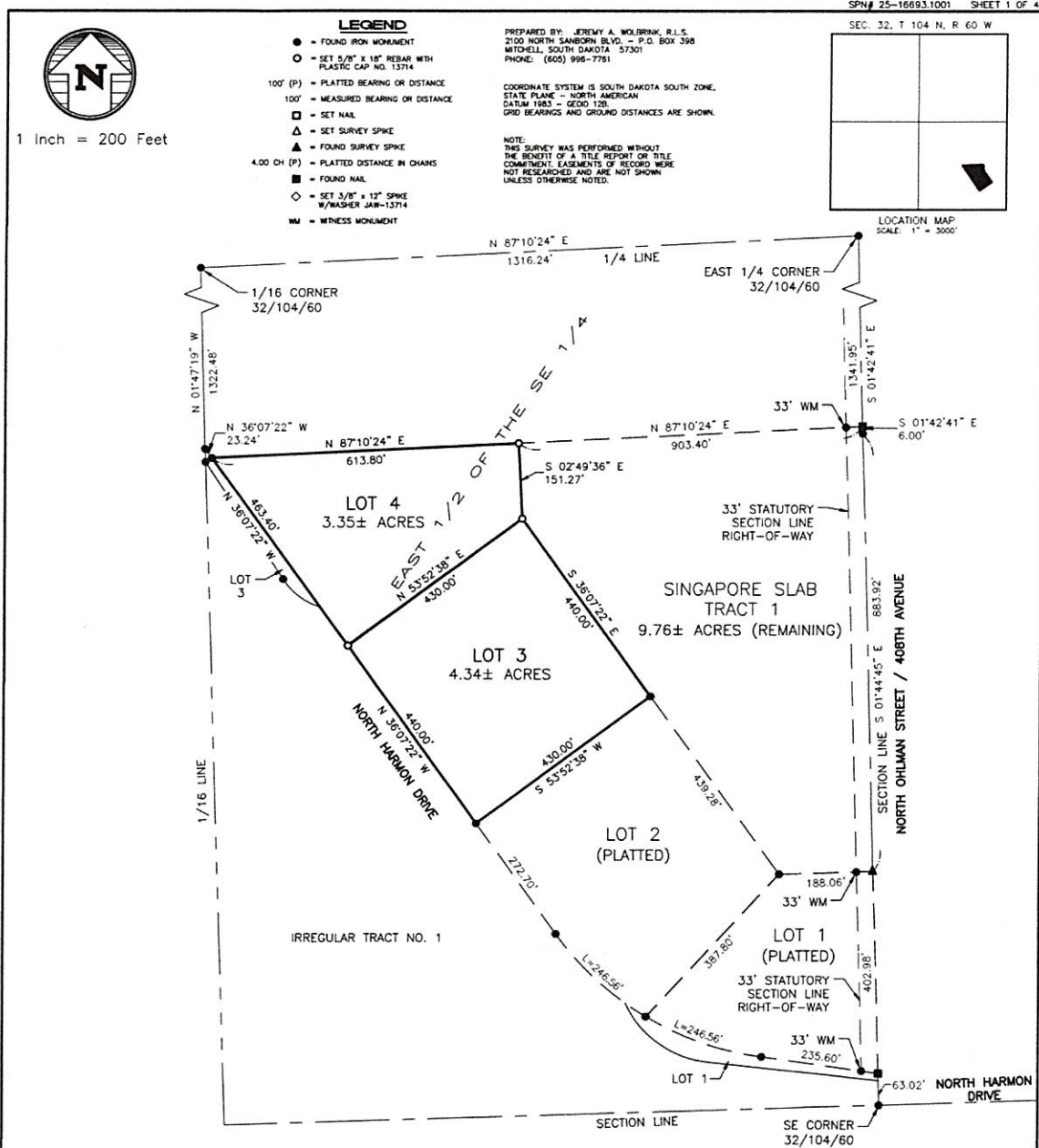
PETITIONER

Owner


Justin Thiesse

9-15-2025
Date

EXHIBIT A



A PLAT OF LOTS 3 AND 4 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in the State of South Dakota. At the request of JTZ Properties LLC, a South Dakota Limited Liability Company, as owner, and under its direction for purposes indicated therein, I did on or prior to June 13, 2025, survey those parcels of land described as follows: LOTS 3 AND 4 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this _____ day of June, 2025.

Registered Land Surveyor #SD13714

SPN

& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015





CITY OF MITCHELL

City Council Meeting
Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	October 6, 2025	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2025-71, Annexation of Lot 1 of Tract M, Wild Oak Golf Club Addition in the Southeast 1/4 of Section 23, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Ronald L. Kristensen has petitioned to annex the property legally described as Lot 1 of Tract M, Wild Oak Golf Club Addition in the Southeast 1/4 of Section 23, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota. See exhibit.		

RESOLUTION #R2025-71

**ANNEXATION OF LOT 1 OF TRACT M, WILD OAK GOLF CLUB ADDITION IN
THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST
OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.**

WHEREAS, Ronald L. Kristensen has petitioned to annex the real property legally described as Lot 1 of Tract M, Wild Oak Golf Club Addition in the Southeast 1/4 of Section 23, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota.

WHEREAS: Ronald L. Kristensen is the sole owner and petitioners of the real property described in this resolution; and

WHEREAS: There are no registered voters residing in the territory sought to be annexed and

WHEREAS: there are no improvements located on the real property; and

WHEREAS: the real property is contiguous to the corporate limits of the City of Mitchell, Davison County, South Dakota; and

WHEREAS: an exhibit depiction is hereto attached.

NOW THEREFORE, be it resolved that in accordance with SDCL Chapter 9-4, the City Council of the City of Mitchell, Davison County South Dakota hereby annexes the above real property.

Adopted by the Mitchell, South Dakota City Council in regular session this 6th day of October, 2025 with:

____ votes cast in favor of adoption,
____ votes cast against adoption, and
____ votes abstaining.

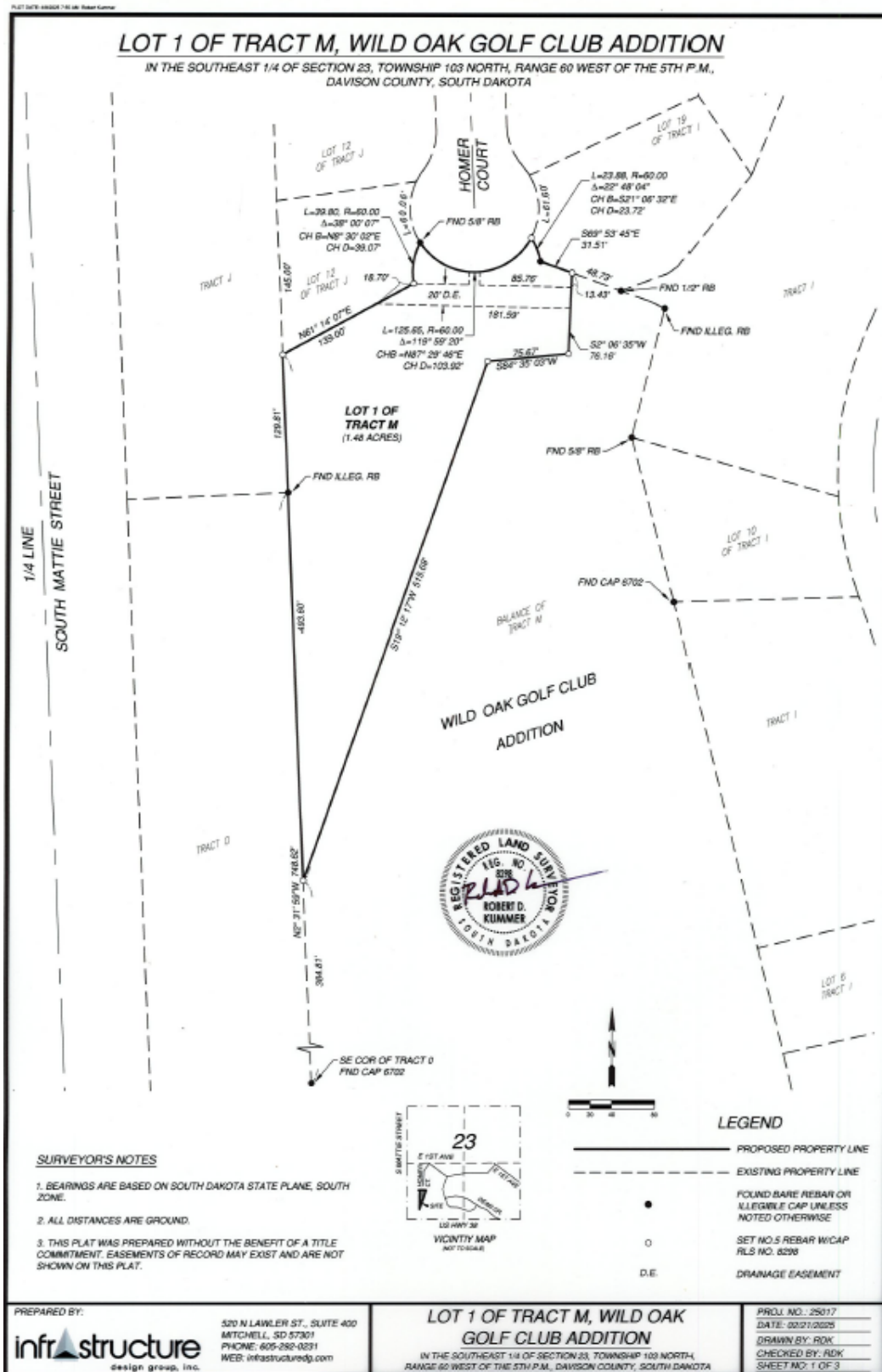
MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

Exhibit A



**PETITION FOR ANNEXATION OF REAL PROPERTY NOT THE CORPORATE
LIMITS OF THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA**

I, Ronald L. Kristensen, owner of Exhibit A, hereby petition for the City Council of the City of Mitchell to annex the following real property, which is legally described as:

LOT 1, TRACT M, WILD OAK GOLF CLUB ADDITION IN THE SOUTHEAST ¼
OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH
P.M., DAVISON COUNTY, SOUTH DAKOTA. ("the Property").

An exhibit of the area to be annex is attached hereto and incorporated herein by this reference.

RONALD L. KRISTENSEN, is the sold owner of the real property and sole petitioner. Lot to be used for single0family dwelling purpose in the future.

There are no residents and no registered voters on the said real property.

There are no improvements located on the real property.

The real property is contiguous to the corporate limits of the City of Mitchell, South Dakota.

PETITIONER

Ronald L. Kristensen

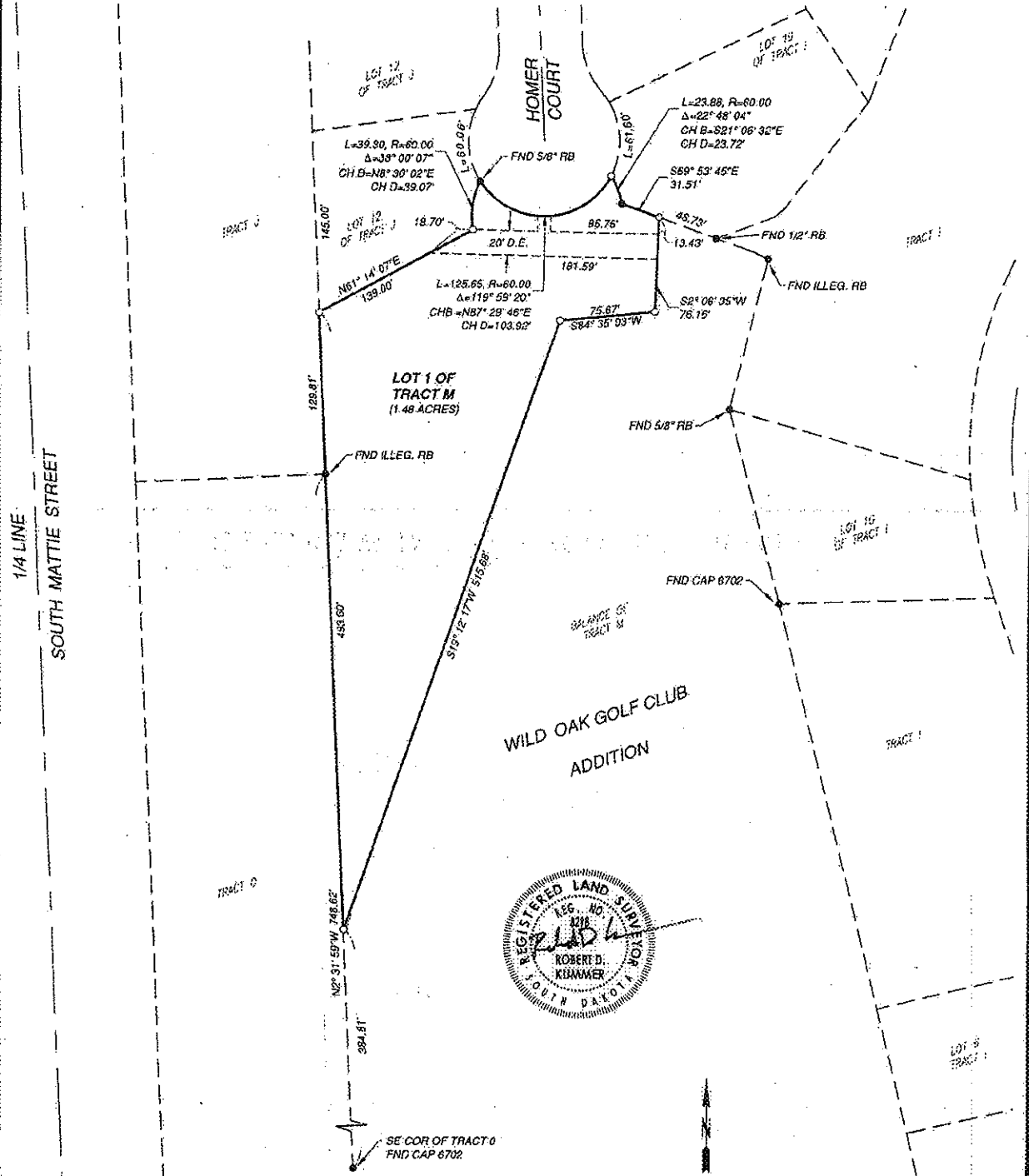
9-29-2025

Date

PL012456-AN1205756 GM Grand National

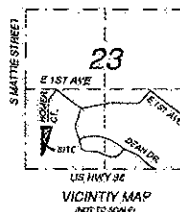
LOT 1 OF TRACT M, WILD OAK GOLF CLUB ADDITION

IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M.,
DAVISON COUNTY, SOUTH DAKOTA



SURVEYOR'S NOTES

1. BEARINGS ARE BASED ON SOUTH DAKOTA STATE PLANE, SOUTH ZONE.
2. ALL DISTANCES ARE GROUND.
3. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN ON THIS PLAT.



LEGEND

- PROPOSED PROPERTY LINE
EXISTING PROPERTY LINE
FOUND BARE REBAR OR
ILLEGIBLE CAP UNLESS
NOTED OTHERWISE
SET NO. 5 REBAR W/ CAP
RLS NO: 9238
D.E. DRAINAGE EASEMENT

PREPARED BY:

infraststructure
design group, inc.

520 N. LAWLER ST., SUITE 400
MITCHELL, SD 57301
PHONE: 605-292-0231
WEB: infrastructureddo.com

LOT 1 OF TRACT M, WILD OAK
GOLF CLUB ADDITION

IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 103 NORTH,
RANGE 60 WEST OF THE 5TH P.M. DAVISON COUNTY, SOUTH DAKOTA

PROJ. NO. 25017
DATE 02/21/2025
DRAWN BY: RDK
CHECKED BY: RDK
SHEET NO. 1 OF 3

LOT 1 OF TRACT M, WILD OAK GOLF CLUB ADDITION

IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M.,
DAVISON COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, ROBERT D. KUMMER, A REGISTERED LAND SURVEYOR OF THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT I DID ON OR BEFORE MARCH 19, 2025, FOR THE PURPOSE OF PLATTING FOR CONVEYANCE, DID SURVEY TRACT M, WILD OAK GOLF CLUB ADDITION IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA AS SHOWN ON THE ABOVE PLAT. THE SAME SHALL HEREAFTER BE KNOWN AND DESCRIBED AS LOT 1 OF TRACT M, WILD OAK GOLF CLUB ADDITION IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.

DATED THIS 8th DAY OF Apr., 2025.

RLADK
ROBERT D. KUMMER
REGISTERED LAND SURVEYOR NO. 8298



OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT WE DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL LAND INCLUDED IN THE ABOVE PLAT AND THAT SAID PLAT HAS BEEN MADE AT OUR REQUEST AND IN ACCORDANCE WITH OUR INSTRUCTIONS FOR THE PURPOSE OF TRANSFER, AND THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, AND EROSION AND SEDIMENT CONTROL LAWS, ORDINANCES, AND REGULATIONS, PURSUANT TO SDCL 1-3-8.1 AND 11-3-8.2 THE DEVELOPER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATER OF THE STATE LOCATED ADJACENT TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWAGE FROM SUCH SUBDIVISION AND SHALL, IN PROSECUTION OF SUCH PROTECTIONS CONFORM TO AND FOLLOW ALL REGULATION OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME. ADDITIONALLY, THE DEVELOPER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE LIABLE FOR ANY POLLUTION THAT OCCURS FROM FAILURE TO EXECUTE SUCH PROTECTIONS OR FOLLOW SUCH REGULATIONS, EXCEPTION BEING THOSE LOTS IN SUBDIVISIONS THAT SHOW DOCUMENTATION THAT WASTEWATER DRAINAGE SHALL BE CONNECTED TO A MUNICIPAL SYSTEM.

WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER THE STREETS, ROADS AND ALLEYS, AND PARKS AND PUBLIC GROUNDS, IF ANY, AS SHOWN ON SAID PLAT, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATER DISTRIBUTION LINES, SIDEWALKS, AND OTHER IMPROVEMENTS ON OR UNDER THE STREETS, ALLEYS, PARKS AND PUBLIC GROUNDS WHETHER SUCH IMPROVEMENTS ARE SHOWN OR NOT. WE ALSO HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OR SERVICE UNDER, ON, OR OVER THOSE STRIPS OF LAND DESIGNATED HEREON AS EASEMENTS.

DATED THIS ____ DAY OF _____, 2025.

GL WILD OAK, LLC, OWNER

STATE OF: SOUTH DAKOTA)
COUNTY OF: _____) SS

ON THIS ____ DAY OF _____, 2025, BEFORE ME, THE UNDERSIGNED OFFICER: PERSONALLY APPEARED, _____, WHO ACKNOWLEDGED: HIMSELF TO BE A MEMBER OF GL WILD OAK, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY, AND THAT HE AS SUCH MEMBER BEING AUTHORIZED SO TO DO; EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED; BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY BY HIMSELF AS A MEMBER.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2025.

NOTARY PUBLIC, SOUTH DAKOTA

MY COMMISSION EXPIRES: _____

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, THE PLAT OF LOT 1 OF TRACT M, WILD OAK GOLF CLUB ADDITION IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, HAS BEEN SUBMITTED TO THE CITY PLANNING COMMISSION OF SAID CITY OF MITCHELL, SOUTH DAKOTA; AND

WHEREAS, THE CITY PLANNING COMMISSION, IN REGULAR MEETING ASSEMBLED, HAD DULY CONSIDERED SAID PLAT AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR THE CITY OF MITCHELL, SOUTH DAKOTA, HERETOFORE ADOPTED BY THIS COMMISSION;

NOW THEREFORE, BE IT RESOLVED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA; THAT THE PLAT OF LOT 1 OF TRACT M, WILD OAK GOLF CLUB ADDITION IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA, IS HEREBY RECOMMENDED.

I, _____, CHAIRMAN/VICE CHAIRMAN OF THE CITY PLANNING COMMISSION FOR THE CITY OF MITCHELL, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE ____ DAY OF _____, 2025.

CHAIRMAN/VICE CHAIRMAN CITY PLANNING COMMISSION

RESOLUTION OF CITY COUNCIL

WHEREAS, IT APPEARS THAT THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA; DID DULY CONSIDER AND DID RECOMMEND THE APPROVAL AND ADOPTION OF THE HEREINAFTER DESCRIBED PLAT, AT ITS MEETING HELD ON THE ____ DAY OF _____, 2025; AND

WHEREAS, IT APPEARS FROM AN EXAMINATION OF THE PLAT OF LOT 1 OF TRACT M, WILD OAK GOLF CLUB ADDITION IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, THAT SAID PLAT IS IN ACCORDANCE WITH THE SYSTEM OF STREETS AND ALLEYS SET FORTH IN THE MASTER PLAN ADOPTED BY THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA; AND THAT SUCH PLAT HAS BEEN PREPARED ACCORDING TO LAW;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF LOT 1 OF TRACT M, WILD OAK GOLF CLUB ADDITION IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, BE AND THE SAME IS APPROVED AND THE DESCRIPTION SET FORTH THEREIN AND THE ACCOMPANYING SURVEYOR'S CERTIFICATE SHALL PREVAIL.

I, _____, FINANCE OFFICER/DEP. FINANCE OFFICER OF THE CITY OF MITCHELL, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY OF MITCHELL, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE ____ DAY OF _____, 2025.

FINANCE OFFICER/DEP. FINANCE OFFICER

PREPARED BY:

infrastucture
design group, inc.

520 N. LAWLER ST., SUITE 400
MITCHELL, SD 57201
PHONE: 605-292-0231
WEB: infrastucturedg.com

**LOT 1 OF TRACT M, WILD OAK
GOLF CLUB ADDITION**

IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 103 NORTH,
RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

FILE NO.: 25017
DATE: 02/21/2025
DRAWN BY: RDK
CHECKED BY: RDK
SHEET NO.: 2 OF 3

LOT 1 OF TRACT M, WILD OAK GOLF CLUB ADDITION

IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M.,
DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, THE PLAT OF LOT 1 OF TRACT M, WILD OAK GOLF CLUB ADDITION IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, HERETOFORE FILED IN THE OFFICE OF THE COUNTY AUDITOR OF DAVISON COUNTY, SOUTH DAKOTA HAS BEEN SUBMITTED TO THE COUNTY PLANNING COMMISSION OF THE SAID COUNTY OF DAVISON, SOUTH DAKOTA; AND

WHEREAS, THE COUNTY PLANNING COMMISSION, IN REGULAR MEETING ASSEMBLED, HAD DULY CONSIDERED SAID PLAT AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR THE COUNTY OF DAVISON, SOUTH DAKOTA, HERETOFORE ADOPTED BY THIS COMMISSION;

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY PLANNING COMMISSION OF DAVISON COUNTY, SOUTH DAKOTA, THAT THE PLAT OF LOT 1 OF TRACT M, WILD OAK GOLF CLUB ADDITION IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY ROBERT D. KUMMER, A LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF DAVISON, SOUTH DAKOTA, IS HEREBY RECOMMENDED.

THE UNDERSIGNED HEREBY CERTIFIES THAT THE FOREGOING RESOLUTION WAS PASSED BY THE COUNTY PLANNING COMMISSION OF DAVISON COUNTY, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE ____ DAY OF _____, 2025.

CHAIRMAN/VICE-CHAIRMAN OF DAVISON COUNTY PLANNING COMMISSION

RESOLUTION BY BOARD OF COUNTY COMMISSIONERS

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA, THAT THE PLAT OF LOT 1 OF TRACT M, WILD OAK GOLF CLUB ADDITION IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, WHICH HAS BEEN SUBMITTED FOR EXAMINATION PURSUANT TO LAW, IS HEREBY APPROVED AND THE COUNTY AUDITOR IS HEREBY AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME.

DATED THIS ____ DAY OF _____, 2025.

CHAIRPERSON/VICE CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS
DAVISON COUNTY, SOUTH DAKOTA

AUDITOR'S CERTIFICATE

I, _____, DO HEREBY CERTIFY THAT I AM THE DULY ELECTED, QUALIFIED, AND ACTING COUNTY AUDITOR OF DAVISON COUNTY, SOUTH DAKOTA, AND THAT THE ABOVE RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA AT A REGULAR MEETING HELD ON _____, 2025, APPROVING THE ABOVE PLAT.

AUDITOR/DEPUTY AUDITOR, DAVISON COUNTY, SOUTH DAKOTA

CERTIFICATE OF ROAD AUTHORITY

THE LOCATIONS OF THE EXISTING APPROACHES ARE HEREBY APPROVED. ANY CHANGE IN THE LOCATIONS OF THE EXISTING APPROACHES SHALL REQUIRE ADDITIONAL APPROVAL

BY: _____
ROAD AUTHORITY TITLE DATE

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE (AND THE FOREGOING) PLAT, AS SHOWN BY THE RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID.

DATED THIS ____ DAY OF _____, 2025.

COUNTY TREASURER/DEPUTY TREASURER
DAVISON COUNTY, SOUTH DAKOTA

DIRECTOR OF EQUALIZATION

I HEREBY CERTIFY THAT A COPY OF THE PLAT OF LOT 1 OF TRACT M, WILD OAK GOLF CLUB ADDITION IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, HAS BEEN RECEIVED BY ME AND FILED IN MY OFFICE.

DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF EQUALIZATION
DAVISON COUNTY, SOUTH DAKOTA

REGISTER OF DEEDS

FILED FOR RECORD THIS ____ DAY OF _____, 2025, AT ____

O'CLOCK __M., AND RECORDED IN BOOK ____ OF PLATS ON PAGE ____

REGISTER OF DEEDS/DEPUTY REGISTER OF DEEDS
DAVISON COUNTY, SOUTH DAKOTA

PREPARED BY:

infrastructure
design group, inc.

520 N LAWLER ST., SUITE 400
MITCHELL, SD 57301
PHONE: 605-292-0231
WEB: infrastructuredg.com

LOT 1 OF TRACT M, WILD OAK GOLF CLUB ADDITION

IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 103 NORTH,
RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

PROJ. NO.: 25017

DATE: 08/21/2025

DRAWN BY: RDK

CHECKED BY: RDK

SHEET NO: 3 OF 3

