

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

**November 17, 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 McCardle, to approve the following items on the consent agenda:

- a. City Council Minutes
 - 1. City Council November 3, 2025
- b. Committee Reports
 - 1. Planning Commission October 27, 2025 (signed)
 - 2. Planning Commission November 10, 2025 (unsigned)
- c. Department Reports
 - 1. Sales Tax Collections (October)
 - 2. Finance (October)
 - 3. Building Permits (October)
 - 4. Police (October)
 - 5. Fire (October)
 - 6. Code Enforcement (October)
- d. MADC Quarterly Report
- e. Automatic Supplements
 - 1. General Fund-Police in the amount of \$250.00 from a donation of funds
- f. Raffle Permits
 - 1. Mitchell Technical College Accounting/Business Management Program with the drawing to be held in January 2026
 - 2. FDC-Mitchell Music Boosters with the drawings to be held April 9-11, 2026
 - 3. Mitchell Area Networking Association with the drawing to be held on January 14, 2026
 - 4. Music Booster-Mitchell Middle School with the drawing to be held on January 23, 2026
 - 5. Mitchell Area Council of the Arts with the drawing to be held on January 31, 2026 (2)
 - 6. FDC-Mitchell Music Boosters with the drawings to be held December 4-6, 2026
- g. Volunteer Boards
 - 1. Appoint Sarah Deakins to the Corn Palace Events & Entertainment Board to fill an unexpired

- term of December 2025-September 2026
2. Reappoint Johanna Allen to the Corn Palace Events & Entertainment Board (Chamber of Commerce) for a term of December 2025-September 2028
 3. Appoint Jessica Steidl to the Park & Recreation Board to fill an unexpired term of November 2025-June 2026
 4. Appoint Sam Helleloid to the Planning & Zoning Commission for a term of July 2025-June 2028
 - h. Declare surplus property-Police Department tasers to the Davison County Sheriff's Office
 - i. Declare surplus property-Police Department firearms to Kiesler Police Supply
 - j. Change Order #1 for Golf/Cemetery Bike Path Project #2024-23 increasing the contract amount by \$8,328.34 to Shane Taylor Construction adjust contract amount to \$101,505.04
 - k. Change Order #1 for Paving & Overlay Project #2025-15 increasing the contract amount by \$53,362.75 to Commercial Asphalt adjust contract amount to \$582,964.00
 - l. Change Order #1 for Fire Engine Purchase Agreement #A2025-29 increasing the contract amount by \$16,379.00 to Toyne adjust contract amount to \$775,003.48
 - m. Set date December 1, 2025 for hearing and action on the application for a new Package Liquor License to Team Haus Inc dba Westside Sinclair, 1905 West Havens Avenue
 - n. 2026 Renewal of Vehicle for Hire Company Applications
 1. D&J Fun Bus
 2. BJ's Party Bus LLC
 - o. 2026 Renewal of Transportation Network Company Vehicle Application
 1. Lyft
 - p. Approval of Gas and Fuel Quotations

<u>Vollan Oil</u>	<u>Requested Gallons</u>	<u>Bid Gallons</u>	<u>Price per Product</u>	<u>Total Bid</u>
On Road Diesel #2	2,900	2,900	\$2.746	\$7,963.40
Off Road Diesel #2	4,600	4,600	\$2.4974	\$11,488.04
Total Bid:				\$19,451.44

- q. Pay Estimates November 17, 2025
- Pay Estimate #65 in the amount of \$2,284.50 for Above Ground Storage Tank #2020-20 contracted to Infrastructure Design Group
- Pay Estimate #15 in the amount of \$681,311.19 for Wastewater Treatment Plant Improvements-Phase II #2022-01 contracted to John T. Jones Construction
- Pay Estimate #1 in the amount of \$14,543.00 for Sidewalk #2023-04 contracted to ProContracting
- Pay Estimate #1 in the amount of \$207,946.00 for Sidewalk #2023-04 contracted to Rexwinkel Concrete
- Pay Estimate #2 in the amount of \$10,000.00 for Airport Snow Removal #2024-22 contracted to Quality Cut Lawn
- Pay Estimate #2 in the amount of \$569,220.25 for Paving & Overlay #2025-15 contracted to Commercial Asphalt
- Pay Estimate #2 in the amount of \$75,564.91 for Golf/Cemetery Bike Path #2025-43 contracted to Taylor Concrete Construction

Pay Estimate #13 in the amount of \$657.55 for AIP '33 Municipal Hangar Construction contracted to Helms & Associates

Pay Estimate #10 in the amount of \$30,754.26 for AIP '34 Airport Runway 18/36 Reconstruction contracted to Helms & Associates

r. 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 OCTOBER 26, 2025 – NOVEMBER 8, 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 \$15,045.33, Human Resources \$4,614.98, Municipal Building \$5,515.61, Information Technology \$3,453.08, Police \$91,867.93, Traffic \$4,755.28, Fire \$39,397.09, Street \$34,934.69, Public Works \$26,736.69, Cemetery \$6,953.47, Library \$17,681.30, Recreation & Aquatics \$7,159.62, Recreation Center \$18,994.28 Sports Complexes \$23,896.16, Parks \$16,961.63, Supervision \$4,418.10, E911 \$24,760.11, Palace Transit \$32,984.50, JVCC \$2,279.82, Nutrition \$4,460.22, Airport \$2,669.37, Water Distribution \$17,202.86, Sewer \$17,814.61, Recycling Program \$7,828.03, Waste Collection \$7,179.67, Landfill \$11,447.33, Corn Palace \$21,379.87 Golf Course \$4,304.38, Emergency Medical Services \$38,547.43

NEW HIRES:

CORN PALACE: Jaycent Reimnitz-\$12.20

E-911: Cierra Dailey-\$23.151

RECREATION & AQUATICS: Dexter Payne-\$11.50

RECREATION CENTER: Savanna Hickman-\$14.20, Tyhler Kolpin-\$14.20, Alexander Mizesak-\$11.50

SPORTS COMPLEXES: Kinley Herrmann-\$11.50, Matthew Johnson-\$15.20, Dale Moke-\$14.20, Greyce Northrup-\$12.70

SALARY ADJUSTMENTS:

PALACE TRANSIT: Karol Iburg-\$25.819

POLICE: William Lutjen-\$33.375

RECREATION & AQUATICS: Thomas Berg-\$14.20

STREET: Connor Carlson-\$25.060

TERMINATION:

SPORTS COMPLEX: Jeremy Nielsen

WARRANTS: #1 Break Time Portables, Rental-\$160.00; A-Ox Welding Supply, Supplies-\$537.31; Accounts Management, Garnishment-\$561.52; AFSCME Council 65, Union Dues-\$ 546.63; Amazon Capital Services, Supplies-\$1,626.49; American Garage Door, Repair-\$127.55; Aqua-Pure, Service Contract-\$5,752.50; AT&T Mobility, Utilities-\$672.19; Aurora County Auditor's Office, Alcohol Task Force-\$77.89; Automatic Building Control, Alarm Monitoring-\$600.00; Avera Occupational Medicine, Physicals-\$1,427.00; Avera Queen of Peace, Supplies-\$422.09; B-Y Water District, Utilities-\$86,793.16; Bailey Metal Fabricators, Supplies-\$64.50; Bender Sewer & Drain, Repairs-\$1,540.00; Benjamin Tegethoff, Reimbursed\$213.28; Big Daddy D's, Contract Services-\$3,667.50; Blackstrap, Supplies-\$15,223.56; C&B Operations, Supplies-\$33.48; Carquest Auto Parts, Supplies-\$24.58; Carter Star, Reimburse-\$296.83; Casey Tegethoff, Reimburse-\$140.25; Cathedral Square Apartment, Contract Service-\$715.00; Central Electric, Repair-\$424.74; Century Link, Utilities-\$73.43; Chesterman, Supplies-\$818.50; CHS, Supplies-\$801.80; City of Mitchell, Street Expense-\$50.00; City of Mitchell, Veteran's Park Reimbursement-\$6,395.32; City of Mitchell, EMS Standby-\$1,531.25; City of Mitchell, Hotel Tax-\$306.00; Clubhouse Hotel & Suites, Travel-\$1,284.83; Coborns, Contract Services-\$1,581.25; Column Software, Advertising-\$347.94; Commercial Asphalt, Deposit Refund-\$569,220.25; Core & Main, Supplies-\$10,449.90; Core-Mark US, Supplies-\$1,902.27; Corn Palace, Supplies-\$30.00; Corporate Translation Service, Translation Services-\$221.57; County Fair, Contract Services-\$1,569.75; Dakota Pump, Repairs-\$29,381.79; Dakota Supply Group, Supplies-\$9,537.24; Daniel Fechner, Reimburse-\$348.96; Davison County Register of Deeds, Annexation-\$90.00; Davison Rural Water Systems, Utilities-\$128.75; Dean Knippling, Training-\$28.00; Department of Agriculture, Solid Waste Surcharge-\$3,106.77; Department of Social Services, Child Support-\$359.54; Dick's Body Shop, Repair-\$3,699.82; Display Sales, Supplies-\$532.95; Ebsco, Subscriptions-\$1,351.98; Elfstrand's Ace Hardware, Supplies-\$107.90; Farm & Home Publishers, Directories-\$325.00; Fleetpride, Supplies-\$601.21; Gaylen's Gourmet Popcorn, Supplies-\$741.60; Great Western Tire, Supplies-\$2,855.88; Guardian Alliance Technology, Supplies-\$50.00; Helms and Associates, Aip'33 Airport P.E. #13-\$31,411.81; Henry Schein, Supplies-\$917.74; Hillyard/Sioux Fall, Supplies-\$247.68; ICAN, Advertising-\$750.00; Industrial Chem Labs & Service, Supplies-\$773.26; Infrastructure Design Group, 2020-20 P.E. #65-\$2,284.50; Ingram Library Services, Books-\$728.43; Interstate Glass & Door, Supplies-\$46.55; Interstate Office Products, Supplies-\$269.60; Interstate Tire & Auto Center, Repair-\$60.00; Iverson, Supplies-\$93.31; James Valley Landscape Solutions, Supplies-\$31,219.73; JCL Solutions, Supplies-\$115.00; John T Jones Construction, 2022-1 P.E. #15-\$681,311.19; Johnson Controls, Repair-\$1,684.86; Jones Supplies, Supplies-\$803.48; Kiesler Police Supply, Supplies-\$17,426.06; Lakeview Veterinary Clinic, Management Fee-\$900.00; Leighton Family Farms, Supplies-\$1,017.60; M&T Fire and Safety, Supplies-\$658.86; Make it Mine Designs, Supplies-\$132.00; McLeod's Printing, Supplies-\$74.97; Menard's, Supplies-\$626.42; Messerli & Kramer, Garnishment-\$329.33; Midcontinent Communication, Advertising-\$1,241.00; Midwest Laboratories, Lab Testing-\$1,481.54; Midwest Oil, Supplies-\$1,498.55; Midwest Turf & Irrigation, Supplies-\$940.04; Mitchell Animal Rescue, Management Fee-\$350.00; Mitchell Boys Basketball, Kernel Camp Coaching-\$1,802.38; Mitchell Convention & Visitors Bureau, Entertainment Tax-\$21,875.00; Mitchell Girls Basketball, Kernel Camp Coaching-\$1,802.38; Mitchell Iron & Supply, Repair-\$100.84; Mitchell

School District, Utilities-\$2,134.27; Mitchell Telecom, Utilities-\$3,225.30; Mitchell Towing and Recovery, Towing-\$120.00; Mitchell United Way, United Way Deductions-\$136.00; Mount Vernon School District, Contract Services-\$147.00; Mueller Lumber, Supplies-\$46.33; Muth Electric, Repairs-\$1,862.73; North Central Seed, Supplies-\$162.50; Northwest Pipe Fittings, Supplies-\$3,528.27; Northwestern Energy, Utilities-\$57,344.77; One Source The Background, Background Check-\$198.00; Outsound Productions, Rental-\$1,121.50; Overdrive, Supplies-\$298.96; Paulson Sheet Metal, Maintenance-\$42,385.00; Pepper Opco, Entertainment-\$4,971.00; Peterbilt of Sioux Falls, Supplies-\$4,821.98; Pioneer Designs, Maintenance-\$1,100.00; Porter Distributing, Supplies-\$347.85; Premier Equipment, Supplies-\$5,319.66; Pro Contracting, 2023-4 P.E. #1-\$14,543.00; Public Health Laboratory, Lab Testing-\$120.00; Qualified Presort Service, Postage-\$369.64; Quality Cut Lawn & Tree Service, 2024-22R P.E. #2-2025-\$, 10,000.00; Rexwinkel Concrete, 2023-4 P.E. #1-\$207,946.00; Rinker Materials, Maintenance-\$9,104.12; Runnings Supply, Supplies-\$1,368.63; Saga Communications of South Dakota, Advertising-\$630.00; Santel Communications, Utilities-\$30.00; SCG, Hydrant Deposit Refund-\$2,000.00; Schoenfelder Construction, Supplies-\$1,632.66; Schoenfelder Portables, Rental-\$240.00; South Dakota-Supplemental, Supplemental Retirement-\$5,350.00; South Dakota-Supplemental Roth 457, Roth 457 Contributions-\$2,197.50; Sherwin-Williams, Supplies-\$216.80; Siteworks, Hydrant Deposit Refund-\$2,000.00; Standard Insurance, Life Insurance-\$446.43; Staples, Supplies-\$118.22; State Bar of South Dakota, 2026 Bar Dues-\$540.00; Stephanie Ellwein, Travel-\$388.46; Sturdevants Auto Value Mitchell, Repairs-\$1,944.11; Sun Gold Sports, Supplies-\$2,181.00 ; Swanny's Engines & Machine, Repairs-\$120.00; Taylor Concrete, 2025-43 P.E. #2-\$75,564.91; Teamsters Local No. 120, Union Dues-\$1,541.00; Tessiers Mechanical Contract, Maintenance-\$526.00; The Dugout, Contract Services-\$3,603.00; Thomson Reuters – West, Online Subscription-\$1,314.00; Thune True Value & Appliance, Supplies-\$149.57; TK Electric, Repair-\$4,259.34; Traditions Prepared Meals, Supplies-\$3,842.11; Transwest - Sioux Falls, Maintenance-\$4,450.67; USA Bluebook, Supplies-\$1,866.74; Verizon Wireless, Utilities-\$695.32; Vern Eide Ford, Maintenance-\$417.17; Vestis, Mat Cleaning-\$358.85; Wageworks FSA Administration Fees-\$330.00; Walmart/Capital One, Supplies-\$104.72; Money Movers, Credit Card-\$14.25; CSG Forte Payments, Credit Card-\$638.38; Global Payment, Credit Card-\$27,775.36; Clover, Credit Card-\$2338.64; Wage Works, October-\$6219.18; Wellmark, Administration, Prescriptions, Medical-\$304,731.18

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

PUBLIC COMMENT:

Elizabeth Luczak of Mitchell Main Street & Beyond informed the City Council and public of the upcoming events for December and January.

BOARD OF ADJUSTMENT:

Moved by Goldammer, seconded by Bathke, for the City Council to recess and sit as the Board of Adjustment. Motion carried.

It was advised that this is the date and time set for hearing on the application of Habitat for Humanity for a variance for east side yard setback of 0' vs 3' on Lot 8, Block 13; west side yard setback of 0' vs 3' on Lot 9, Block 13 to build a twin home across property lines located at 1204 and 1208 East 1st Avenue, legally described as Lot 8 & 9, Block 13, Gleeson's Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R4 High Density Residential District. The Planning Commission recommended approval of said application. Moved by Goldammer, seconded by Bathke, to approve said application. Motion carried

Moved by Goldammer, seconded by McCardle, to set date for December 1, 2025 on the application of NIEW LLC for a conditional use permit for alcohol sales (on-sale) located at 1218 East 1st Avenue, legally described as Lots 11 & 12, Block 13, Gleeson's Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

Moved by Goldammer, seconded by Barington, for the Board of Adjustment to adjourn and the City Council to reconvene in regular session. Motion carried.

HEARING:

It was advised that this is the date and time set for hearing on the application to transfer RB-30207 Retail (on-off sale) Malt Beverage & SD Farm Wine License from Palace City Brewing Company, 227 West Railroad Avenue to Palace City Brewing Company, 227 West Railroad Avenue due to configuration of the boundary lines. Notice of hearing has been given and affidavit of publication is on file. Moved by Goldammer, seconded by Barington, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application to transfer RW-30208 Retail (on-off sale) Wine and Cider License from Palace City Brewing Company, 227 West Railroad Avenue to Palace City Brewing Company, 227 West Railroad Avenue due to configuration of the boundary lines. Notice of hearing has been given and affidavit of publication is on file. Moved by McCardle, seconded by Goldammer, to approve said application. Motion carried.

CONSIDER APPROVAL:

Moved by Goldammer, seconded by McCardle, to approve the applications for renewal of 2026 Liquor and Wine Licenses. Motion carried.

UPDATE:

Eric Prunty of Brosz Engineering presented information on the yearly bridge inspections completed in 2025. Four locations were inspected, which included the Canal Bridge, Sanborn Bridge, the triple box culverts south of the Sanborn Bridge, and the Foster Street bridge south of Hitchcock Park.

CONSIDER APPROVAL:

Moved by McCardle, seconded by Sabers, to approve the request for five street lights for the South Lake Estates Phase I Development. Motion carried.

Moved by Goldammer, seconded by Barington, to approve Amendment #1 to Agreement #A2025-46, Airport Revenue Producing Hangar with State of South Dakota #71880 and authorize the Mayor to sign. The amendment modifies the grant agreement to reflect a multi-year agreement. Motion carried.

Moved by Smith, seconded by Tjarks, to approve Agreement #A2025-69, Proposal for Geotechnical Exploration & Percolation Tests at the New Water Building on SD Highway 37, Project #2025-45 with GeoTek Engineering at the estimated fee of \$5,200.00. Motion carried.

RESOLUTIONS:

Moved by Goldammer, seconded by McCardle, to approve Resolution #R2025-78, A Resolution Approving the 2026 Compensation Plan for the City of Mitchell, as follows:

RESOLUTION #R2025-78 A RESOLUTION APPROVING THE 2026 COMPENSATION PLAN FOR THE CITY OF MITCHELL

BE IT RESOLVED, THAT THE FOLLOWING COMPENSATION PLAN FOR THE CITY OF MITCHELL BE APPROVED FOR FY2026.

The purpose of the salary schedule is to establish the base compensation for employees, officers, and elected officials. Each approved grade that contains steps, allow employees to progress through the wage range annually, based on performance. The adopted compensation plan is the base pay provisions for the City of Mitchell, and does not reflect additional agreements made as part of collective bargaining unit agreements approved by the City of Mitchell.

ELECTED OFFICIALS

Mayor	\$ 43,238
City Councilors	\$ 12,504

APPOINTED/ HIRED FULL TIME POSITIONS

Dept	Job Title	Wage Grade	FLSA Status
ADM	City Administrator	27	E
PD	Chief of Police	25	E
CA	City Attorney	25	E
FIN	Finance Officer	25	E
PW	Public Works Director- City Engineer	25	E
FD	Chief of Fire/EMS	24	E
PR	Parks and Recreation Director	24	E
CS	Community Services Director	23	E
CP	Corn Palace Director	23	E
HR	Human Resources Director	23	E
FD	Assistant Chief of Fire/EMS	22	E
LIB	Library Director	22	E
PD	Police Lieutenant	22	E
PW	Street and Sanitation Superintendent	22	E
PW	Utilities Superintendent	22	E
FD	Battalion Chief (3 FTE)	21	N
PW	Building Official	21	E
PW	City Planner	21	E
PW	Engineer I	21	E
GC	Golf (Class A) & Cemetery Superintendent	21	E
PR	Parks Operation Superintendent	21	E

PR	Recreation Superintendent	21	E
PR	Sports Complex Superintendent	21	E
PW	Engineering Project Supervisor	20	E
PD	Police Sergeant (4 FTE)	20	N
PD	Police Sergeant- Investigations	20	N
PW	Airport Manager	19	E
CP	Assistant Corn Palace Director	19	E
PW	Assistant Street Superintendent	19	E*
FIN	Deputy Finance Officer	19	E
ADM	IT Administrator	19	E
PW	Solid Waste Manager	19	E*
CS	Transit Operations Supervisor	19	E
PW	Wastewater Services Supervisor	19	N
PW	Water Services Supervisor	19	N
PD	Communications Supervisor	18	E
FD	Firefighter/Paramedic (27 FTE)	18 ¹	N
PD	Detective (3 FTE)	18	N
PD	Police Officer (19 FTE)	17	N
PW	Shop Supervisor	17	N
PW	Traffic Technician Supervisor	17	E*
ADM	Administrative Coordinator- Special Events	16	E
LIB	Adult & Young Adult Services Librarian	16	N
GC	Cemetery Sexton	16	N
LIB	Children's Services Librarian	16	N
PW	Engineering Technician (2 FTE)	16	N
FD	Firefighter/EMT ¹	16 ¹	N
PD/ FD	Police/Fire Administrative Specialist	16	N
PR	Recreation Coordinator (3 FTE)	16	N
LIB	Cataloguer	14	N
PD	Code Enforcement (Non-Certified)	14	N
CS	Community Services Coordinator	14	N
PW	Mechanic (3 FTE)	14	N
PR	Parks Crew leader	14	N
FIN	Payroll and Accounts Receivable Specialist	14	N
PR	Sports Complex Crew leader	14	N
PW	Traffic Technician	14	N
PW	Heavy Equipment Operator (7 FTE)	13	N
PD	Lead Communications Specialist	13	N
CS	Transit Dispatch Coordinator	13	N
PW	Utility Operator I (Water / Wastewater) (8 FTE) ²	13 ²	N
PW	Waste-Water Pre-Treatment Assistant ²	13 ²	N
FIN	Accounting and Administrative Technician	12	N
FIN	Accounts Payable Technician	12	N
CS	Administrative Assistant	12	N
PW	Administrative Assistant (2 FTE)	12	N
CP	Building Maintenance Technician (3 FTE)	12	N
GC	Cemetery Maintenance Technician	12	N
PD	Communications Specialist (10 FTE)	12	N
GC	Golf Specialist	12	N
PR	Parks Specialist (7 FTE)	12	N
PR	Recreation Maintenance Specialist	12	N
PW	Refuse Collector/Driver (4 FTE)	12	N
PW	Truck Driver and Equipment Operator (6 FTE)	12	N
FIN	Utility Billing Technician	12	N

CS	Transit Operator (7 FTE)	11	N
PD	Administrative Secretary	10	N
PR	Administrative Secretary	10	N
LIB	Circulation Assistant (2 FTE)	10	N
PW	Landfill Scale Master	10	N
PW	Non-Certified Utility Operator ³	10 ³	N
PR	Personal Trainer	10	N
CP	Building Custodian (3 FTE)	8	N

¹ Firefighter EMTs are eligible to move up to firefighter/paramedic with possession of paramedic certification.

² Move to grade 14 with possession of Class II license, grade 15 with possession of Class III license.

³ Non-Certified Operators are hired at this level. Once they receive certification, they move to Utility Operator I.

* Meets FLSA Exemption, position is paid hourly

	A	B	C	D	E	F	G	H	I	J	K
1	28,811	29,387	29,975	30,574	31,186	31,810	32,446	33,095	33,757	34,432	35,120
2	30,269	30,875	31,492	32,122	32,765	33,420	34,088	34,770	35,466	36,175	36,898
3	31,802	32,438	33,087	33,748	34,423	35,112	35,814	36,530	37,261	38,006	38,766
4	33,412	34,080	34,762	35,457	36,166	36,889	37,627	38,380	39,147	39,930	40,729
5	35,103	35,805	36,521	37,252	37,997	38,757	39,532	40,323	41,129	41,952	42,791
6	36,880	37,618	38,370	39,138	39,921	40,719	41,533	42,364	43,211	44,076	44,957
7	38,747	39,522	40,313	41,119	41,942	42,780	43,636	44,509	45,399	46,307	47,233
8	40,709	41,523	42,354	43,201	44,065	44,946	45,845	46,762	47,697	48,651	49,624
9	42,770	43,625	44,498	45,388	46,296	47,222	48,166	49,129	50,112	51,114	52,136
10	44,935	45,834	46,751	47,686	48,639	49,612	50,604	51,616	52,649	53,702	54,776
11	47,210	48,154	49,117	50,100	51,102	52,124	53,166	54,230	55,314	56,420	57,549
12	49,600	50,592	51,604	52,636	53,689	54,762	55,858	56,975	58,114	59,277	60,462
13	52,111	53,153	54,216	55,301	56,407	57,535	58,686	59,859	61,056	62,278	63,523
14	54,749	55,844	56,961	58,100	59,262	60,448	61,656	62,890	64,147	65,430	66,739
15	57,521	58,671	59,845	61,042	62,262	63,508	64,778	66,073	67,395	68,743	70,118
16	60,433	61,642	62,874	64,132	65,414	66,723	68,057	69,418	70,807	72,223	73,667
17	63,492	64,762	66,057	67,379	68,726	70,101	71,503	72,933	74,391	75,879	77,397
18	66,707	68,041	69,402	70,790	72,205	73,649	75,122	76,625	78,157	79,721	81,315
19	70,084	71,485	72,915	74,373	75,861	77,378	78,925	80,504	82,114	83,756	85,431
20	73,632	75,104	76,606	78,138	79,701	81,295	82,921	84,580	86,271	87,997	89,756
21	81,275	82,901	84,559	86,250	87,975	89,735	91,529	93,360	95,227	97,132	99,074
22	89,713	91,507	93,337	95,204	97,108	99,050	101,031	103,052	105,113	107,215	109,360
23	99,026	101,007	103,027	105,087	107,189	109,333	111,520	113,750	116,025	118,346	120,712
24	109,306	111,493	113,722	115,997	118,317	120,683	123,097	125,559	128,070	130,631	133,244
25	120,654	123,067	125,528	128,039	130,600	133,212	135,876	138,593	141,365	144,193	147,076
26	133,179	135,843	138,560	141,331	144,158	147,041	149,982	152,981	156,041	159,162	162,345
27	147,005	149,945	152,944	156,003	159,123	162,305	165,552	168,863	172,240	175,685	179,198
L	M	N	O	P	Q	R	S	T	U	V	Grade
35,823	36,539	37,270	38,015	38,776	39,551	40,342	41,149	41,972	42,812	43,668	1
37,636	38,389	39,157	39,940	40,739	41,554	42,385	43,232	44,097	44,979	45,878	2
39,542	40,332	41,139	41,962	42,801	43,657	44,530	45,421	46,329	47,256	48,201	3
41,543	42,374	43,222	44,086	44,968	45,867	46,785	47,720	48,675	49,648	50,641	4
43,647	44,519	45,410	46,318	47,244	48,189	49,153	50,136	51,139	52,162	53,205	5
45,856	46,773	47,709	48,663	49,636	50,629	51,641	52,674	53,728	54,802	55,898	6
48,178	49,141	50,124	51,126	52,149	53,192	54,256	55,341	56,448	57,577	58,728	7
50,617	51,629	52,662	53,715	54,789	55,885	57,003	58,143	59,305	60,492	61,701	8

53,179	54,243	55,328	56,434	57,563	58,714	59,888	61,086	62,308	63,554	64,825	9
55,871	56,989	58,128	59,291	60,477	61,686	62,920	64,179	65,462	66,771	68,107	10
58,700	59,874	61,071	62,293	63,539	64,809	66,105	67,428	68,776	70,152	71,555	11
61,671	62,905	64,163	65,446	66,755	68,090	69,452	70,841	72,258	73,703	75,177	12
64,794	66,089	67,411	68,759	70,135	71,537	72,968	74,427	75,916	77,434	78,983	13
68,074	69,435	70,824	72,240	73,685	75,159	76,662	78,195	79,759	81,354	82,981	14
71,520	72,950	74,409	75,898	77,416	78,964	80,543	82,154	83,797	85,473	87,182	15
75,141	76,643	78,176	79,740	81,335	82,961	84,621	86,313	88,039	89,800	91,596	16
78,945	80,524	82,134	83,777	85,452	87,161	88,905	90,683	92,496	94,346	96,233	17
82,941	84,600	86,292	88,018	89,778	91,574	93,405	95,273	97,179	99,122	101,105	18
87,140	88,883	90,661	92,474	94,323	96,210	98,134	100,097	102,099	104,141	106,223	19
91,552	93,383	95,250	97,155	99,098	101,080	103,102	105,164	107,267	109,413	111,601	20
101,056	103,077	105,138	107,241	109,386	111,574	113,805	116,081	118,403	120,771	123,186	21
111,547	113,778	116,053	118,374	120,742	123,157	125,620	128,132	130,695	133,309	135,975	22
123,127	125,589	128,101	130,663	133,276	135,942	138,661	141,434	144,263	147,148	150,091	23
135,909	138,627	141,400	144,228	147,112	150,054	153,055	156,117	159,239	162,424	165,672	24
150,018	153,018	156,079	159,200	162,384	165,632	168,945	172,323	175,770	179,285	182,871	25
165,592	168,904	172,282	175,727	179,242	182,827	186,483	190,213	194,017	197,897	201,855	26
182,782	186,438	190,167	193,970	197,849	201,806	205,843	209,959	214,159	218,442	222,811	27

GRADED PART TIME / SEASONAL POSITIONS

Dept	Job Title	Grade
CP	Box Office/ Event/ Concessions (22 PT)	1
CS-JVCC	Janitorial (1 PT)	1
CS-Nutrition	Nutrition Site Coordinator (3 PT)	1
PR-PARKS	Park Explorers (3 PT)	1
PR- REC	Basketball Scorekeepers (8 PT)	1
PR-R&AQ	Coaches (20 PT)	1
PR-R&AQ	Concessions/Front Desk (6 PT) (Aquatics)	1
PR-R&AQ	Front Desk (4 PT) (Rec)	1
PR-REC	Front Desk (14 PT)	1
PR-REC	Janitorial (3 PT)	1
PR-SPORT	Concessions (10 PT)	1
PR-SPORT	Open Skate (7 PT)	1
PW-Street	Janitorial (1PT)	1
CS- nut/trans/jvcc	Office Assistant (1 PT)	2
CP	Camera Technicians (2 PT)	2
CP	Decorator I (10 PT)	2
LIB	Circulation Desk Staff (4 PT)	2
PR-REC	Program Instructors (10 PT)	2
PR-R&A	Program Instructors (20 PT) (Recreation)	2
CP	Decorator II (4 PT)	3
CS-Transit	Van Driver (1 PT)**	3*
CS- Transit	Van Driver (2 PT)	3
CS-Nutrition	Van Driver (1 PT)	3
GC- CEM	Grounds Maintenance I (2 PT)	3
GC- GOLF	Equipment Operators (5 PT)	3
PR-PARK	Grounds Maintenance I (11 PT)	3
PR-REC	Lifeguards (15 PT)	3- starting at step 2
PR-R&AQ	Lifeguards (20 PT) (Aquatics)	3- starting at step 2
PR-SPORT	Grounds Maintenance I (15 PT)	3
CP	Box Office/ Concessions Lead (2 PT)	4
CP	Decorator III (2 PT)	4

GC- CEM	Maintenance & Repair (2 PT)	4
GC- GOLF	Maintenance & Repair (3 PT)	4
PR-PARK	Grounds Maintenance II (5 PT)	4
PR- R&A	Aquatic Center Assistant Manager (10 PT)	4
PR- R&AQ	Concession Manager (2 PT)	4
PR-R&AQ	Lifeguard/Water Safety Instructor (20 PT)	4- starting at step 3
PR- R&AQ	Program Supervisors (11 PT) (Recreation)	4
PR-REC	Lifeguard/Water Safety Instructor (15 PT)	4- starting at step 3
PR-SPORT	Concession Supervisor (4 PT)	4
PR-SPORT	Grounds Maintenance II (3 PT)	4
PR-SPORT	Maintenance II- Ice Arena (8 PT)	4
CS- JVCC	Activity Coordinator (1 PT)	5
CS-JVCC/Transit	Activity/ Transit Coordinator (1 PT)**	5 **
PR-CAMP	Campground Hosts (4 PT)	5
PR- PARKS	Mosquito Control (1 PT)	5
PR-Parks	Park Explorer Supervisor (1PT)	5
PR- R&AQ	Aquatic Center Manager (4 PT) (Aquatics)	5
PR- REC	Aquatic Center Manager (4 PT)	5
PR-REC	Preschool Instructor (1 PT)**	5 **
PW-Collection	Maintenance (1 PT)	5
PW-Landfill	Maintenance (1 PT)	5
PW-Street	Maintenance (1 PT)	5
PW-Traffic	Traffic Assistant (2 PT)	5
PW-Water	Utilities Laborer (1 PT)	5

**PT positions that are authorized for SDRS

	A	B	C	D	E
1	\$11.85	\$12.32	\$12.82	\$13.33	\$13.86
2	\$12.56	\$13.06	\$13.59	\$14.13	\$14.69
3	\$13.31	\$13.85	\$14.40	\$14.98	\$15.58
4	\$14.11	\$14.68	\$15.27	\$15.88	\$16.51
5	\$14.96	\$15.56	\$16.18	\$16.83	\$17.50

NON- GRADED PART TIME POSITIONS

FIN	Finance Office Assistant (1 PT)	Grade 10.(FT Plan) step A only
PD	Evidence Technician (1 PT)	Grade 10 (FT Plan) step A only
CS-TRAN	Transit Operators (8 PT)	Grade 11 (FT Plan) step A only
CS-TRAN	Transit Operator (1PT)**	Grade 11 (FT Plan) step A only**
PD-E911	Communications Specialist (2 PT)	Grade 12 (FT Plan) step A only
ADMIN	Administrative Intern (1 PT)	\$18.00/hour
CP	Bartender- special events (5 PT)	\$15.00/hour
FIRE	EMS Only (1 PT)	per IAFF agreement (WG 14)
FIRE	Firefighter/ EMT (3 PT)	per IAFF agreement (WG 16)
FIRE	Firefighter/Paramedic (1 PT)	per IAFF agreement (WG 18)
GC-Golf	Mechanic (1 PT)	\$20.00/hour
PR-R&AQ	Officials & Referees (20 PT)	\$20.00/game
PR-REC	Fitness Instructors (8 PT)	\$16.00/hour
PR-REC	Officials & Referees (13 PT)	\$20.00/game
PR-REC	Preschool Administrator (1 PT)**	\$20.00/hour**
PW-Admin	PW Intern (1PT)	\$18.00/hour

**PT positions that qualify for SDRS

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Bathke, to approve Resolution #R2025-79, Plat of Lots 1, 2 and 3, Mebius Addition, the NW ¼ of Section 14, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota, as follows:

RESOLUTION #R2025-79

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 10th day of November, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOTS 1, 2 AND 3, MEBIUS ADDITION, THE NW 1/4 OF SECTION 14, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Christopher John Groen, a duly licensed Land Surveyor in and for the State of South Dakota, that said 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 LOTS 1, 2 AND 3, MEBIUS ADDITION, THE NW 1/4 OF SECTION 14, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Christopher John Groen, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Bathke, to approve Resolution #R2025-80, Plat of Veterans Memorial Park, Tract 1, a subdivision of the SE ¼ of the WSE ¼ of the SW ¼ of Section 9, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota, as follows:

RESOLUTION #R2025-80

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 10th day of November, 2025; and

WHEREAS, it appears from an examination of the PLAT OF VETERANS MEMORIAL PARK TRACT 1, A SUBDIVISION OF THE SE 1/4 OF THE WSE 1/4 OF THE SW 1/4 OF SECTION 9, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said 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 VETERANS MEMORIAL PARK TRACT 1, A SUBDIVISION OF THE SE 1/4 OF THE WSE 1/4 OF THE SW 1/4 OF SECTION 9, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

Moved by Sabers, seconded by Barington, to approve Resolution #R2025-81, Creating Tax Incremental District #45 and Approving Project Plan, as follows:

RESOLUTION R2025-81

A RESOLUTION PROVIDING FOR THE CREATION OF CITY OF MITCHELL TAX INCREMENTAL DISTRICT NUMBER FORTY-FIVE

WHEREAS, the City of Mitchell has the power, pursuant to SDCL 11-9-2, to create Tax Incremental District Number Forty-five (TID 45) and to define the district's boundaries; and

WHEREAS notice of the hearing before the city planning commission was provided pursuant to SDCL 11-9-3; and

WHEREAS, the City of Mitchell Planning Commission held a hearing on November 10, 2025 at which any interested parties were afforded a reasonable opportunity to express their views on the proposed creation of a tax incremental district; and

WHEREAS the City of Mitchell Planning Commission after said hearing has recommended the proposed plan for Tax Incremental District Number Forty-five and has recommended its creation, setting the boundaries as listed in the project plan, and recommending adoption of the project plan.

THEREFORE, IT IS HEREBY RESOLVED:

1. Pursuant to SDCL 11-9-5, there is hereby created, as of November 17, 2025, the City of Mitchell Tax Incremental District Number Forty-five (TID 45). TID 45 is legally described as follows:

Lot 3 of Singapore Slab Tract 1, a subdivision of the East 1/2 of the Southeast 1/4 of Section 32, T 104 N, R 60 W of The 5th P.M., City Of Mitchell, Davison County, South Dakota; and

The Sixty-Six Feet (66') of Irregular Tract Number 1 parallel and adjacent to the above-described Lot 3, all in Section 32, T 104 N, R 60 W Of The 5th P.M., City Of Mitchell, Davison County, South Dakota.

with a map showing said boundaries included in the Project Plan presented to Council on November 17, 2025.

2. A hearing by the City of Mitchell Planning Commission concerning the creation and boundaries of TID 45 was held on November 10, 2025.
3. The City Council, in consideration of the project plan, other documentary evidence, and testimony, hereby makes the following findings:
 - a. Pursuant to SDCL 11-9-8, not less than fifty percent (50%) by area of the real property within the proposed tax increment district will stimulate and develop the general economic welfare and prosperity of the City of Mitchell and State of South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources;
 - b. Further pursuant to SDCL 11-9-8, the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in TID 45;
 - c. Pursuant to SDCL 11-9-13, the project plan for TID 45 includes information satisfying each of the 5 requirements contained therein;
 - d. Pursuant to SDCL 11-9-16, the project plan for TID 45 includes information satisfying each of the 6 requirements contained therein; and
 - e. The plan is feasible and in conformity with the master plan of the City.
 - f. The aggregate assessed value of the taxable property in the District, plus all other tax incremental districts does not exceed ten (10%) percent of the total assessed valuation of the City.
 - g. TID 45 will be designated as an Annual Appropriations TIF to ensure that it does NOT count against constitutional debt.
4. Based on the findings in Section 3 above, the City hereby approves and adopts the project plan and the proposed boundaries as recommended by the City of Mitchell Planning Commission.
5. The City hereby directs the City of Mitchell Finance Officer to take such action as is deemed necessary to accomplish SDCL 11-9-20.
6. There is hereby created, pursuant to SDCL 11-9-31, the Tax Incremental District Number Forty-five Fund (TID 45 Fund).
7. All tax increments collected pursuant to TID 45 shall be deposited into the TID 45 Fund.
8. All funds in the TID 45 Fund shall be used solely for the purposes expressly stated and reasonably inferred in SDCL 11-9.
9. The City finds that the aggregate assessed value of the taxable property in the district plus the tax incremental base of all other existing districts does not exceed ten percent of the total assessed value of taxable property in the municipality.

10. The project plan is on file with the City of Mitchell Finance Officer.

11. A Developer's Agreement consistent with the provisions of this Resolution and the Project Plan shall be approved by separate action of the City Council.

Motion carried and resolution declared duly adopted.

ORDINANCES:

Moved by Goldammer, seconded by Tjarks, to place Ordinance #O2025-11, Revising Mitchell City Code Section 5-3-4(I) in Regards to Nuisance Vegetation on second reading. Motion carried. Moved by Goldammer, seconded by Smith, to adopt Ordinance #O2025-11, Revising Mitchell City Code Section 5-3-4(I) in Regards to Nuisance Vegetation, as follows:

ORDINANCE #O2025-11

**AN ORDINANCE REVISING MITCHELL CITY CODE SECTION 5-3-4(I)
IN REGARDS TO NUISANCE VEGETATION**

WHEREAS the City of Mitchell has an existing nuisance code which contains a provision regarding maintenance and cutting of weeds and grass; and

WHEREAS the City desires to update this provision to provide more specific language regarding volunteer trees and shrubs; now therefore

BE IT ORDAINED BY THE CITY OF MITCHELL, SOUTH DAKOTA AS FOLLOWS:

Section 1.

That Mitchell City Code Section 5-3-4(I) be AMENDED to read as follows:

"I. Weeds Of Excess Height; Noxious Weeds: Permitting weeds to grow to maturity, permitting weeds or grass to grow in excess of seven inches (7") tall, or otherwise permitting landscaping that is characterized by uncontrolled growth or lack of maintenance on any platted property within the city. Woody plants, such as trees and shrubs, that appear spontaneously or unintentionally in a specific area without deliberate human planting or cultivation shall be considered landscaping characterized by uncontrolled growth. For unplatted property within the city, such length shall be ten inches (10"). Provided, however, that such limitations shall not apply to parks, gardens, arboreta, or similar facilities where plants in excess of the designated length are intentionally cultivated and maintained. All noxious weeds are prohibited."

Section 2.

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 3.

The City Finance Officer shall cause notice of adoption of this ordinance to be published in the official newspaper and twenty (20) days after the completed publication, unless the referendum is invoked, this ordinance shall become effective.

Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried and ordinance declared duly adopted.

Moved by McCardle, seconded by Goldammer, to place Ordinance #O2025-15, 2026 Annual Appropriation Ordinance on second reading. Motion carried. Moved by Tjarks, seconded by Goldammer, to adopt Ordinance #O2025-15, 2026 Annual Appropriation Ordinance.

Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried and ordinance declared duly adopted.

This ordinance will be published separately from these proceedings.

Moved by Goldammer, seconded by Barington, to place Ordinance #O2025-16, Franchise Agreement with Northwestern Energy on second reading. Motion carried. Moved by Goldammer, seconded by McCardle, to adopt Ordinance #O2025-16, Franchise Agreement with Northwestern Energy, as follows:

Ordinance #O2025-16

An Ordinance granting NorthWestern Energy Public Service Corporation, a South Dakota corporation, its successors and assigns, a non-exclusive Franchise, right and privilege for a period of 10 years to erect, maintain, and operate a gas distribution system and any and all necessary pipes, mains, services, and all other appliances thereunto appertaining in, upon, over, across and along the streets, alleys, bridges, and public places of the City of Mitchell, South Dakota, as the same now are or may hereafter be extended, for the transmission, distribution, and sale of gas, whether artificial, natural, or otherwise, for cooking, heating, industrial, and all other uses and purposes in the City of Mitchell, South Dakota, and prescribing the terms and conditions under which said Franchisee is to operate; repealing all ordinances or parts of ordinances in conflict herewith; and providing for the effective date of this Ordinance, and publication thereof.

BE IT ORDAINED by the Mayor and City Council of the City of Mitchell, South Dakota:

Section 1.01. Definitions. As used in this Ordinance, the following words or phrases shall have the following meanings:

- A. "Customer" shall mean any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, public corporation, or any other legal or non-legal entity served by Franchisee.

- B. "Distribution System" shall mean a system of pipes, pipelines, apparatus, machinery, structures, appliances, or fixtures, and appurtenances, which in any way relate to or are reasonably necessary for the transportation and distribution of natural gas by Franchisee to Customers.
- C. "Franchise" shall mean the rights and privileges granted by the City to Franchisee under this Ordinance.
- D. "Franchisee" shall mean NorthWestern Energy Public Service Corporation, a South Dakota corporation, doing business as NorthWestern Energy, its successors and assigns.
- E. "City" shall mean the City of Mitchell, South Dakota, and includes the area within the City limits, as the same now exists or as may be extended from time to time.
- F. "Install, operate and maintain" shall mean to acquire, erect, construct, install, extend, repair, remove, relocate, replace, or otherwise operate and maintain.
- G. "Public Way" shall mean any street, alley, avenue, boulevard, lane, park, parkway, sidewalk, driveway, utility easement, right of way, and any other public ways, places, areas, or grounds within the corporate limits of the City as now constituted or may be added hereafter.
- H. The terms "Franchise Agreement" and "Ordinance" as found herein shall be fully interchangeable in meaning.
- I. The terms "gas" and "natural gas" as found herein shall be fully interchangeable in meaning.
- J. The term "South Dakota Natural Gas Tariff" as found herein means Franchisee's South Dakota Gas Rate Schedule filed with the South Dakota Public Utilities Commission.

Section 1.02. Franchise Granted. Franchisee is hereby granted a non-exclusive Franchise, right and privilege for a period of 10 years to install, operate, and maintain a Distribution System upon, over, across and along the Public Ways, as the same now are or may hereafter be extended, for the transmission, distribution, and sale of gas, whether artificial, natural, or otherwise, for cooking, heating, industrial, and all other uses and purposes. The term of this Franchise Agreement shall be automatically extended for an additional 5-year period unless either party provides written notice of its intent not to renew at least 90 days prior to the expiration of the initial 10-year term.

Section 1.03. Franchisee's Agreement to Serve. Franchisee agrees that, for and during the term and period of this Franchise Agreement, it will maintain in the City an adequate, standard, and sufficient Distribution System and equipment and maintain and operate the same in a manner to meet the necessities and requirements of the City, its industries, and inhabitants. Franchisee will be deemed to have accepted the terms and conditions of this Franchise by supplying service to any Customer within the City limits after the effective date of this Franchise Agreement. Notwithstanding the foregoing, Franchisee does not guarantee uninterrupted or undisturbed service

of gas, and is not liable for causes beyond its reasonable control. However, Franchisee shall use all commercially reasonable efforts to prevent interruptions in service and, in accordance with prudent utility practices, restore service as soon as practicable in the event of an outage.

Section 1.04. Changes to Physical Plant; Extension of Service. Franchisee shall and hereby agrees to make such reasonable extensions of the Distribution System as may be reasonably required to furnish service to parties making application therefor located within the corporate limits of the City. Franchisee shall not be required to make any such extensions of the Distribution System nor install service lines for the purpose of serving any new Customer or Customers where the estimated revenue to be derived from such service is not sufficient to provide an adequate return upon the investment (after recognizing any Customer contribution-in-aid of construction) required to serve such Customer or Customers. All extensions of the Distribution System shall be made in compliance with the South Dakota Natural Gas Tariff.

Section 1.05. Relocation of Utility Facilities. Franchisee shall relocate its facilities or equipment at its own expense whenever the City, in the proper exercise of its police power grades, regrades, changes the line, or otherwise improves any Public Way or constructs or reconstructs any sewer or water system therein and, with due regard to seasonable working conditions, orders Franchisee to relocate permanently its facilities or equipment located in said Public Way. The City shall give Franchisee reasonable notice of plans requiring such relocation.

Section 1.06. Relocation When Right of Way Vacated. The City may not order Franchisee to relocate any of its facilities or equipment when a Public Way is vacated unless the reasonable cost of such relocation and the loss and expense resulting from such relocation are first paid to Franchisee. If the facilities are not relocated, the City shall grant Franchisee a permanent easement prior to the vacation of said public use.

Section 1.07. Restoration of Public Ways. In doing any work in connection with exercising the privileges herein granted, Franchisee shall avoid, so far as may be practicable, interfering with the use of any Public Way. Where a portion of the Public Way is disturbed, Franchisee shall at its own expense and in a manner reasonably satisfactory to the City Public Works Director, and in compliance with the City specifications, repair or replace such portion of the Public Way, including the subsurface elements and other items underneath such portion, in as good condition as it was in before such work was commenced. Franchisee shall comply with all other applicable rules and ordinances of the City which apply generally to all users of the right of way, such as the excavation permit process.

Section 1.08. Installation of Equipment. Franchisee shall install, maintain, and operate the Distribution System to not interfere with or obstruct the use of any water pipes, drains, sewers or other structures already installed. Further, Franchisee agrees to install, operate and maintain all underground piping according to current industry standards and all applicable codes, rules, regulations, statutes, and orders of local, state and federal agencies having authority in such matters. Franchisee will use reasonable efforts, where practicable and consistent with industry standards and safety considerations, to install components of the Distribution System underground. If underground installation is not feasible or practicable under these criteria, Franchisee will use reasonable efforts

to conceal or otherwise reduce the visual impact of above-ground components of the Distribution System. This obligation shall apply prospectively to the installation of new components of the Distribution System and, where practicable and consistent with industry standards and safety considerations, to the replacement of existing components of the Distribution System. Nothing herein shall require Franchisee to install underground or conceal components of the Distribution System where doing so would compromise safety or reliability or when doing so would impose an unreasonable financial burden on Franchisee.

Section 1.09. Installation and Ownership of Service Lines. Franchisee shall, at its own expense, furnish and install service pipe of suitable capacity to the Customer's point of delivery herein, defined as the inlet side of the first connection with Customer's premises or the outlet side of the meter if located beside, within, or attached to the premises. This delivery location shall be defined as "Customer's Point of Delivery." Service lines or gas main extensions may be subject to a Customer Contribution in Aid of Construction. Ownership of all service lines shall remain with Franchisee.

Section 1.10. Allocation of Gas Supplies. In the event of a shortage in the supply of natural gas for any reason beyond the control of Franchisee, it will allocate the available gas in a manner to conform to the general interest of the public, as required by applicable laws and regulations.

Section 1.11. Insurance Requirements. Franchisee shall be self-insured and/or maintain commercially reasonable insurance coverage of foreseen and unforeseen risks including, but not limited to, the following types: Workers' Compensation; Automotive Liability; Comprehensive General Liability, including contractual liability, explosion, collapse and underground, personal injury, products and completed operations, owner and contractors protective; and umbrella liability. Upon request, Franchisee shall deliver to the City proof of insurance coverage.

Section 1.12. Hold Harmless Clause. Franchisee shall at all times protect, indemnify, and save harmless the City from and against all claims and demands and from any and all loss, expense, and liability arising out of the intentional misconduct, negligence, or fault of Franchisee in the installation, operation, or maintenance of the Distribution System, except such as arises as a result of the intentional misconduct or the negligence of the City, its officers, employees, or agents.

Section 1.13. Municipal Authority. Franchisee agrees that all authority and rights in this Ordinance contained shall at all times be subject to all rights, power, and authority now or hereafter possessed by the City to regulate and control and direct or otherwise by ordinance or resolution legislate concerning the manner in which Franchisee shall use the Public Way.

Section 1.14. No Joint Venture. Nothing in this Franchise Agreement or any exhibit or attachment hereto creates or is intended to create an association, trust, partnership, joint venture, or other entity or similar legal relationship among or between the parties, or impose a trust, partnership or fiduciary duty, obligation, or liability on or with respect to the parties. Neither party is nor shall be deemed the agent or representative of the other party in any instance whatsoever.

Section 1.15. Third-Party Beneficiaries. The terms and provisions of this Franchise Agreement are intended solely for the benefit of the parties and their respective successors and permitted assigns.

and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity.

Section 1.16. Dispute Resolutions. If either party to this Franchise Agreement asserts that the other party is in default in the performance of any obligation imposed by it, the complaining party shall notify the other party in writing of the default and the desired remedy. The parties shall meet and attempt in good faith to negotiate a resolution of the dispute. If the parties are unable to resolve the dispute within 60 days of the initial notification, either party may commence an action in circuit court to interpret and enforce this Franchise Agreement, or for such relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

Section 1.17. Termination. Either party may terminate this Franchise Agreement if the other party is materially in breach of its provisions. Upon the occurrence of a material breach, the nonbreaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have 60 days to cure the breach, unless it notifies the nonbreaching party, and the parties agree upon a shorter or longer period for cure. If the breach is not cured within the cure period, the nonbreaching party may terminate this franchise; provided, however, that if the breach cannot, with reasonable and appropriate efforts, be cured within the designated cure period, the non-breaching party shall grant a reasonable extension upon written request, supported by assurances that the breaching party is actively pursuing a cure. Such an extension will not be considered or deemed a waiver by the non-breaching party of any such noncompliance. A party shall not be in breach of this franchise if it has complied with applicable local, state or federal law. Additionally, no breach shall be found to exist where the alleged noncompliance is the result of the actions or omissions of the other party or of a third party outside the control of the alleged breaching party.

Section 1.18. Interpretation of Law. This Franchise Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of South Dakota.

Section 1.19. Captions. Captions and other headings contained in this Franchise Agreement are for reference and identification purposes only and in no way alter, modify, amend, limit, or restrict the contractual obligation of the parties hereto.

Section 1.20. Compliance with Laws. Franchisee agrees to conduct its business under the terms of this Franchise Agreement in such a manner that it does not violate any federal, state, or local laws or regulations applicable to the conduct of its operations under the terms of this Franchise Agreement.

Section 1.21. Validity of Franchise. If any section, subsection, sentence, clause, phrase, or portion of this Franchise Agreement shall for any reason be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 1.22. Acceptance. Franchisee shall deliver its unconditional acceptance of this Franchise Agreement to the City within 45 days after receipt of the notice of publication. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This Ordinance shall be in full force and effect from and after its final passage, approval and publication as provided by law.

Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried and ordinance declared duly adopted.

Moved by McCardle, seconded by Goldammer, to place Ordinance #O2025-17, Supplemental Appropriations for FY2025 on first reading. Motion carried.

EXECUTIVE SESSION:

Moved by Smith, seconded by Goldammer, to enter into Executive Session as permitted by SDCL 9-34-19 Trade Secrets or Commercial or Financial Information, SDCL 1-25-2(3) Legal, SDCL 1-25-5 Pricing Strategies, and SDCL 19-19-502 Lawyer-Client Communications. Motion carried.

Mayor Hanson declared the board out of executive session at 9:11 p.m. and the City Council to reconvene in regular session at 9:12 p.m.

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 _____.